

FARRAGUT BOARD OF MAYOR AND ALDERMEN
AGENDA
June 25, 2015

BEER BOARD MEETING
6:00 PM

BMA MEETING
7:00 PM

- I. Silent Prayer, Pledge of Allegiance, Roll Call**
- II. Approval of Agenda**
- III. Mayor's Report**
 - A. Mayoral Appointments to the Farragut Planning Commission
- IV. Citizens Forum**
- V. Approval of Minutes**
 - A. June 11, 2015
- VI. Business Items**
 - A. Approval of an Amendment to the Farragut/Knox County Schools Education Relations Committee Charter
 - B. Approval of Resolution R-2015-04, Declaring Certain Town Property to be Surplus Property
 - C. Appointment of a two-year term, expiring June 2017, to the Farragut Board of Zoning Appeals
 - D. Approval of Tennessee Department of Environment and Conservation, Clean Tennessee Energy Grant
 - E. Approval of agreement with TDOT for development of CMAQ Traffic Signal Improvement project
 - F. Approval of agreement with TDOT for development of Feasibility Study for Parkside Drive/Outlet Drive Connector
 - G. Approval of agreement with TDOT for development of Greenway Project between Old Stage Road and Kingston Pike
 - H. Approval of Town Attorney Contract and Rates
- VII. Ordinances**
 - A. Public Hearing & Second 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)

B. First Reading

1. Ordinance 15-05, to rezone a portion of Parcel 69, Tax Map 142, located north of the Farragut Church of Christ, 19.66 acres, from R-2 (General Single-Family Residential) District to R-6 (Multi-Family Residential) District, (Continental 333 Fund, LLC, Applicant)

VIII. Town Administrator's Report

IX. Town Attorney's Report

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

FARRAGUT BEER BOARD

June 25, 2015

6:00 PM

- I. Approval of Minutes**
 - A. June 11, 2015**
- II. Hearing to address Meksiko, 120 West End Ave., beer permit violation(s) of Town of Farragut Code of Ordinances § 8-201 et seq**
- III. Hearing to address La Cabana, 723 N. Campbell Station Road, beer permit violation(s) of Town of Farragut Code of Ordinances § 8-201 et seq**
- IV. Hearing to address Taco Boy Sports Bar and Grill, 747 Campbell Station Road, beer permit violation(s) of Town of Farragut Code of Ordinances § 8-201 et seq**
- V. Hearing to address Little Joe's Pizza, 13100 Kingston Pike, beer permit violation(s) of Town of Farragut Code of Ordinances § 8-201 et seq**

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FARRAGUT BEER BOARD

June 11, 2015

Ron Pinchok, Vice-Chairman, called the beer board meeting to order at 6:55 PM. Elected officials present were Mayor McGill, Aldermen Markli and Pinchok; Alderman Honken and LaMarche were absent.

Approval of Minutes

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

Beer Permit Approval:

Approval of Class 6, Special Occasion permit for the following:

Red, White and Blues Pre-Independence Day Picnic, 12700 Kingston Pike, Farragut Business Alliance, Applicant

Motion was made to waive the \$100 application fee and approve the special occasion beer permit for the Red, White and Blues Pre-Independence Day Picnic, July 3, 2015 at 12700 Kingston Pike. Moved by Mayor McGill, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Markli and Pinchok; Alderman Honken and LaMarche were absent; no nays; motion passed.

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AGENDA NUMBER 11-7

MEETING DATE June 25, 2015

REPORT TO THE BEER BOARD

PREPARED BY: Allison Myers, Town Recorder 

SUBJECT: Hearings to address violation(s) of Town of Farragut Code of Ordinances § 8-201 et seq

DISCUSSION:

The Knox County Sheriff's Department performed a beer sting on various businesses within the Town of Farragut on June 2, 2015. A memo from Captain Allen "Wolfie" May, the Town of Farragut Beer Ordinance and Beer Hearing procedures are attached. Captain May's memo includes businesses that **did not** sell beer to an underage person. Also included is a copy of the licenses which were used during the beer sting.



KNOX COUNTY SHERIFF'S OFFICE

Jimmy "J.J." Jones
Sheriff

TO: David Smoak
Administrator, Town of Farragut

FROM: Captain Allen "Wolfie" May

DATE: June 9, 2015

SUBJECT: Beer and Alcohol Sting in Farragut

On June 2, 2015, the Knox County Sheriff's Vice Unit and Agents from the Tennessee Alcohol Beverage Commission, conducted a beer and alcohol sting in the Town of Farragut. A total of twenty two (22) businesses were checked for sales to persons less than twenty one (21) years of age. There were a total of four (4) businesses that were issued six (6) citations by KCSO for the sale of alcohol to minor's and TABC wrote two (2) alcohol citations.

The following locations were checked in Farragut and **did not** sell beer to an underage person (less than 21 years of age):

1. Buffalo Wild Wings
11431 Parkside Drive
Farragut, TN 37934
2. Seasons
11605 Parkside Drive
Farragut, TN 37934
3. Big Kahuna Wings
12828 Kingston Pike
Farragut, TN 37934

4. Jets Pizza
11124 Kingston Pike
Farragut, TN 37934
5. Bad Daddy's Burger Bar
11683 Parkside Drive
Farragut, TN 37934
6. Red Robin
11433 Parkside Drive
Farragut, TN 37934
7. La Parrilla Mexican Grill
11639 Parkside Drive
Farragut, TN 37934
8. Echelon Bicycles
138 West End Avenue
Farragut, TN 37934
9. China Pearl
115 Brooklawn
Farragut, TN 37934
10. Casual Pint of Farragut
143 Brooklawn
Farragut, TN 37934
11. El Mexcal Mexican Restaurant
11110 Kingston Pike, Suite 130
Farragut, TN 37934
12. Azul Tequila Mexican Grill
11242 Kingston Pike
Farragut, TN 37934
13. East Japanese Restaurant
11509 Kingston Pike
Farragut, TN 37934
14. Wild Wings Café
11335 Campbell Lakes Drive
Farragut, TN 37934

15. Mello Mushroom
635 N. Campbell Station Road
Farragut, TN 37934
16. Little Bangkok
603 N. Campbell Station Road
Farragut, TN 37934
17. Mind Yer P's & Q's
12744 Kingston Pike
Farragut, TN 37934
18. Restaurant Linderhoff
12740 Kingston Pike
Farragut, TN 37934

The following locations were checked in Farragut and **did** sell beer to an underage person (less than 21 years of age).

1. Meksiko
120 West End Avenue
Farragut, TN 37934
2. La Cabana
723 N. Campbell Station Road
Farragut, TN 37934
3. Taco Boy Sports Bar
747 Campbell Station Road
Farragut, TN 37934
4. Little Joe's Pizza
13100 Kingston Pike
Farragut, TN 37934

BEER BOARD HEARING PROCEDURES FOR VIOLATIONS

- 1) Chairman asks staff to introduce the Agenda item
 - a. Staff will explain charges and the basis for the hearing
- 2) Town Clerk swears in all witnesses
 - a. Anyone expected to give testimony will be sworn in
- 3) Opening Statements
 - a. Town's Opening Statement
 - b. Permit Holders Opening Statement
- 4) Permit Holder is asked to enter a Plea
 - a. If plea is guilty, hearing will move to step 10 below
- 5) Town presets its case
 - a. Town presents its proof
 - b. Permit holder's cross examination
 - c. Questions of witnesses by the Beer Board as to facts relative to the instant case
 - d. Town's proof closes
- 6) Permit Holder Presents Case
 - a. Permit Holder's Proof
 - b. Town's cross examination
 - c. Questions of witnesses by the Beer Board
 - d. Permit holder's proof closed
- 7) Town's Rebuttal (if any)
 - a. Town's rebuttal proof
 - b. Permit holders cross examination of rebuttal witnesses
 - c. Questions of witnesses by the Beer Board
 - d. Town's proof closed
- 8) Final Arguments of Parties
 - a. Town's closing statement
 - b. Permit Holder's closing statement
 - c. Town's rebuttal/final argument
- 9) Deliberations of the Beer Board as to Guilt or Innocence
 - a. Motion and vote on whether permit holder is found innocent or guilty of a violation
- 10) Punishment Phase (if found guilty)
 - a. Town staff restates circumstances and penalty provisions provided for the Beer Ordinance
 - b. Permit holder's mitigation
 - c. Board deliberates among themselves
 - d. Board motion and vote on penalty

ORDINANCE:	14-05
PREPARED BY:	Myers
REQUESTED BY:	Staff
PUBLIC HEARING:	<u>May 22, 2014</u>
PUBLISHED IN:	<u>Shopper News Farragut</u>
DATE:	<u>May 5, 2014</u>
1ST READING:	<u>May 8, 2014</u>
2ND READING:	<u>May 22, 2014</u>
PUBLISHED IN:	<u>Shopper News Farragut</u>
DATE:	<u>June 2, 2014</u>

AN ORDINANCE TO AMEND THE TEXT OF THE MUNICIPAL CODE OF THE TOWN OF FARRAGUT, TENNESSEE, ORDINANCE 86-16, AS AMENDED, BY AMENDING TITLE 8, ALCOHOLIC BEVERAGES, CHAPTER 2, BEER.

BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, that the Farragut Municipal Code, Ordinance 86-16, as amended, is hereby amended as follows:

SECTION 1.

Title 8, Chapter 2, Beer, is deleted in its entirety and substituted in lieu thereof the following:

CHAPTER 2. BEER

Sec. 8-201. Beer board established.

There is hereby established a beer board to be composed of the board of mayor and aldermen.

Sec. 8-202. Meetings of the beer board.

All meetings of the beer board shall be open to the public. The beer board shall hold regular meetings upon the second and fourth Thursday of each month when there is business to come before the beer board. A special meeting may be called by the chairman, provided reasonable notice thereof to each member. The board may adjourn a meeting at any time to another time and place.

Sec. 8-203. Record of beer board proceedings to be kept.

The recorder shall make a record of the proceedings of all meetings of the beer board. The record shall be a public record and shall contain at least the following: The date of each

meeting; the names of the board members present and absent; the names of the members introducing and seconding motions and resolutions, etc., before the board; a copy of each such motion or resolution presented; the vote of each member thereon; and the provisions of each beer permit issued by the board.

Sec. 8-204. Requirements for beer board quorum and action.

The attendance of at least a majority of the members of the beer board shall be required to constitute a quorum for the purpose of transacting business. Matters before the board shall be decided by a majority of the members present if a quorum is constituted. Any member present but not voting shall be deemed to have cast a "nay" vote.

Sec. 8-205. Powers and duties of the beer board.

The beer board shall have the power and it is hereby directed to regulate the selling, storing for sale, distributing for sale, and manufacturing of beer within this municipality in accordance with the provisions of this chapter.

Sec. 8-206. Definitions.

1. *Applicant* shall mean the person on whose behalf an application for beer permit is filed.
2. *Adequate public notice* shall consist of publication, where possible, of notice of a meeting or hearing scheduled by the beer board, either regular or special, in a newspaper of general circulation within the corporate limits of the Town of Farragut.
3. Adult Entertainment consists of [businesses](#) which either directly or indirectly provide sex-related products and services
4. Adult Materials shall consist of any media material with explicit sexual content available to the public
5. *Beer* means beer, ale or other malt beverages, or any other beverages having an alcoholic content of not more than five (5) percent by weight, except wine as defined in *Tennessee Code Annotated* § 57-3-101; provided, however, that no more than forty-nine (49) percent of the overall alcoholic content of such beverage may be derived from the addition of flavors and other nonbeverage ingredients containing alcohol. *Tennessee Code Annotated* § 57-5-101.
6. *Beer board* or *board* means that administrative body organized and empowered under the authority of *Tennessee Code Annotated* § 57-5-106.
7. *Church* means a building or property where a congregation regularly meets at least one (1) day per week for religious worship.
8. *Certified clerk* shall mean a clerk who has successfully satisfied the training requirements contained in this part, or who has received certification from a responsible vendor training program.
9. *Clerk* shall mean any person working in a capability to sell beer directly to consumers for off-premise consumption.
10. *Commission* shall mean the Tennessee Alcoholic Beverage Commission.

11. *Responsible vendor* means a person, corporation or other entity that has been issued a permit to sell beer for off-premise consumption and has received certification by the Tennessee Alcoholic Beverage Commission under the "Tennessee Responsible Vendor Act of 2006," *Tennessee Code Annotated* § 57-5-601 et seq.
12. *Responsible Vendor Training Program* shall mean a training program related to the responsible sale of beer for off-premise consumption which has met all the statutory and regulatory requirements set forth in *Tennessee Code Annotated* § 57-5-601 et seq.
13. *Permit* means any permit issued pursuant to this article.
14. *Permittee* means any person to whom any permit has been issued pursuant to this article.
15. *Person* shall mean any private individual, partnership, joint venture, corporation, and any other business entity or association.
16. *Premise* shall mean the property owned, leased, or controlled by the permittee and so connected with the beer business in which the permittee is engaged as to form a component or integral part of it, including, but not limited to, the building and the parking areas surrounding it. *Premise* includes all decks, patios and other well-defined outdoor serving and consuming areas that are contiguous to the exterior of the building in which the business is located and that are operated by the business identified in the permit. A permit shall be valid for all decks, patios and other well-defined outdoor serving areas that are contiguous to the exterior of the building in which the business is located, that are operated by the business and only for a business operating under the name identified in the permit.
17. *Restaurant* shall mean a business establishment whose primary business is the sale of prepared food to be consumed on the premise.
18. *Storage* shall mean the storing or possessing of beer or other alcoholic beverages for the purpose of resale by the permit holder.
19. The pronouns *he*, *him* and *his* shall refer to persons of the female as well as the male gender, as applicable.
20. *TABC* shall mean the Tennessee Alcoholic Beverage Commission.

Sec. 8-207. Permit required for engaging in beer business.

- (1) *Permit required.* It shall be unlawful for any person to sell, store for sale, distribute for sale, or manufacture beer without first making application to and obtaining a permit from the beer board. Each applicant must be a person of good moral character and must certify that he has read and is familiar with the provisions of this chapter. Five (5) types of permits may be issued by the beer board.
 - a) Class 1 On-Premises Permit shall be issued for the consumption of beer only on the premises of a restaurant.
 - b) Class 2 On-Premises, Other Permit. Other establishments making application for a permit to sell beer for consumption on the premises, which do not qualify, or do not wish to apply for, a Class 1 On-Premises Permit, but which otherwise meet

all other regulations and restrictions in this chapter, shall apply for a Class 2 On-Premises Permit.

- c) Class 3 On-Premises Hotel/Motel, permits for operation as a hotel or motel
- d) Class 4 On-Premise-Tavern, where beer is sold for consumption at a tavern. Tavern shall mean a business establishment whose primary business is or is to be the sale of beer to be consumed on the premises. There shall not be more than a total of three (3) taverns located within the corporate limits of the Town of Farragut.
- e) Class 5 Off-Premises Permit
- f) Class 6, Special Occasion Beer Permit

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

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

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

Permits shall at all times be subject to all of the limitations and restrictions provided under this code and the laws of the State of Tennessee.

- (2) Permits shall be issued to the owner of the business, whether a person, firm, corporation, joint stock company, syndicate, or association.
- (3) The applicant or a representative must appear in person before the board and subject himself to examination upon any and all questions appertaining to his qualifications under this chapter and amendments thereto. If the applicant fails to appear before the board the permit request will be postponed until the next regularly scheduled beer board meeting.

Sec. 8-208. Application fees and privilege tax.

- (1) *Application fee.* The application shall be made on such form as the board shall prescribe and/or furnish, and pursuant to *Tennessee Code Annotated* § 57-5-104(a), shall be accompanied by a non-refundable application fee of two hundred fifty dollars (\$250.00), or such larger amount as may be authorized by the laws of the State of Tennessee.
- (2) *Privilege tax.* There is hereby imposed on the business of ²selling, distributing, storing or manufacturing beer a privilege tax of one hundred dollars (\$100.00), or such larger amount as may be authorized by the laws of the State of Tennessee. Any person, firm, corporation, joint stock company, syndicate or association engaged in the sale, distribution, storage or manufacture of beer shall remit the tax each successive January 1 to the Town of Farragut, Tennessee. At the time a new permit is issued to any business subject to this tax, the permit holder shall be required to pay the privilege tax on a prorated basis for each month or portion thereof remaining until the next tax payment date.

State law reference— *Tennessee Code Annotated* § 57-5-104(b).

Sec. 8-209. Public consumption of alcoholic beverages prohibited.

None of the beverages regulated by this chapter shall be consumed upon any public street, public market not governed by an on-premise permit, alley, boulevard, bridge, nor upon the grounds of any cemetery or public school.

Sec. 8-210. Police record check.

The town recorder shall submit all applications to the Knox County Sherriff's Office for a records check prior to time of the beer board meeting at which the application will be considered.

Sec. 8-211. Application—Requirements and conditions.

Each applicant for a beer permit shall be required to complete a formal, written application in a form approved by the beer board. Each applicant must explicitly and affirmatively state all of the following:

1. The owner or owners of such premise.
2. Name of applicant's business and whether the applicant is a person, partnership, corporation, limited liability company or association.
3. Location of premise of the business by street address and tax map and parcel.
4. Telephone number at the location.
5. If beer will be sold at two (2) or more restaurants or other businesses, within the same building as provided by *Tennessee Code Annotated* § 57-5-103(a)(4), a description of all such businesses.
6. Any firm, corporation, joint stock company, syndicate, partnership, limited liability company or association having at least a five-percent ownership in the applicant must provide the names of all owners, stockholders, partners, and members, together with the addresses, telephone numbers, social security numbers and Federal Tax ID numbers of such individuals. If an owner, stockholder, partner or member of the

applicant is also a legal entity other than a person. The same information for its owners is required.

7. Identity and address, telephone number, and email address of a representative to receive annual tax notices and other communication from the town.
8. Whether any person, firm, corporation, joint stock companies, syndicate or associations having at least a five-percent ownership interest in the applicant or any person employed in the distribution or sale of beer has been convicted of any violation of the laws against possession, sale, manufacture, or transportation of beer or other alcoholic beverages or any crime involving moral turpitude within the past ten (10) years.
9. Whether the applicant is seeking a permit which would allow the sale of beer for on-premise consumption of beer or for off-premise consumption or both types of consumption.
10. The name, address, and telephone number of the owner of the property where the applicant's business will be located and a copy of the lease governing the applicant's possession of the premises.
11. The application shall authorize a police records check and shall waive any right the applicant may have to privacy concerning arrests reflecting on the moral character of the applicant.
12. That the applicant will not engage in the sale of such beverages except at the place or places for which the beer board has issued a permit or permits to such applicant.
13. That no sales of such beverages will be made except in accordance with the permit granted.
14. The application shall be submitted to the town recorder at least fifteen (15) days prior to the beer board meeting at which it is to be considered.
15. Applications shall at all times be kept on file by the town recorder and shall be open to inspection of the general public within the limits of federal, state and local law, and any person, firm, corporation or association knowingly making any false statement in the application shall forfeit his permit or right to a permit and shall not be eligible to receive any permit for a period of one (1) year thereafter.
16. No applicant for a beer permit for On-premise consumption shall be issued a permit unless the town recorder has obtained approval of the premise from the building inspector and fire marshal, and a background report from the Knox County Sheriff's Office recommending approval.
17. Any other information as may be deemed material and requested by the beer board and/or Town staff.

Sec. 8-213. Beer permits shall be restrictive.³

All beer permits shall be restrictive as to the type of beer business authorized under them. Separate permits shall be required for selling at retail, storing, distributing, and manufacturing. Beer permits for retail sale of beer may be further restricted so as to authorize sales only for either off-premise or on-premise consumption. It shall be unlawful for any beer permit holder to engage in any type or phase of the beer business not expressly authorized by his permit. It shall

likewise be unlawful for holder of a permit not to comply with any and all express restrictions or conditions in the permit.

Where an owner operates two (2) or more restaurants or other businesses within the same building, the owner may, in the owner's discretion, operate some or all such businesses pursuant to the same permit.

Sec. 8-214. Permits not transferable; permitted locations for consumption.

- (1) The beer permit is only for the owner to whom the permit is issued and cannot be transferred to another owner. If the owner is a corporation, a change in ownership shall occur when control of at least fifty (50) percent of the stock of the corporation is transferred to a new owner.
- (2) The beer permit is only for a single location, except as provided in [section 8-213](#), and cannot be transferred to another location. A permit shall be valid for all decks, patios and other outdoor serving areas that are contiguous to the exterior of the building in which the business is located and that are operated by the business.
- (3) Notwithstanding any provision of this part to the contrary, when a permittee applies for a new permit based solely upon a change of the name under which the business operates with no change whatsoever in the ownership of the business or the location of its operation, upon completion of the appropriate application form and payment of any required fees, the town recorder shall be authorized to issue the new permit without further review by the beer board.

Sec. 8-215. Display of permit.

The permit required by this chapter shall be posted in a conspicuous place on the premise.

Sec. 8-216. Interference with public health, safety, and morals prohibited.

No permit authorizing the sale of beer will be issued when, as determined in the discretion of the board, such business would cause congestion of traffic or would interfere with schools, residences, churches, or other places of public gathering, or would otherwise interfere with the public health, safety, and morals.

In no event will a permit be issued authorizing the manufacture or storage of beer, or the sale of beer within three hundred forty (340) feet of any school or church. The distances shall be measured in a straight line from the nearest point on the building from which the beer will be manufactured, stored or sold to the nearest point on the building of the school or church. No permit shall be suspended, revoked or denied on the basis of proximity of the establishment to a school or church if a valid permit had been issued to any business on that same location, unless beer is not sold, distributed or manufactured at that location during any continuous six-month period.

In no event will a permit of any type required by this chapter be issued for use in conjunction with an establishment in which there is permitted:

- (1) Any female to appear or remain on the premise so costumed or dressed that one (1) or both breasts are wholly or substantially exposed to public view. "Wholly or substantially exposed to public view," as it pertains to such exposure shall mean the showing of the

female breast with less than a fully opaque covering of any portion of the breast below the top of the nipple.

- (2) Any person to appear or remain upon the premise so costumed or dressed that the pubic hair, anus, or genitals are exposed to public view.

Sec. 8-217. Issuance of permits to persons convicted of certain crimes prohibited.

No beer permit shall be issued to any person who has been convicted of a crime related to the possession, sale, manufacture, or transportation of intoxicating liquor or illegal drugs, or any crime involving moral turpitude within the past ten (10) years.

Sec. 8-218. Classes of consumption permits.

Permits issued by the beer board shall consist of five classes:

1. Class 1 On-Premises Permit.

A Class 1 On-Premises Permit shall be issued for the consumption of beer only on the premises. To qualify for a Class 1 On-Premises permit, an establishment must, in addition to meeting the other regulations and restrictions in this chapter:

- a. Be a restaurant or an eating place regulated, monitored and rated by the State of Tennessee; and
- b. Provide adequate and sanitary kitchen and dining room equipment on the premise; and
- c. The establishment for which a permit for On-premise consumption is sought must sell food prepared for On-premise consumption as a normal, regular and integral part of its everyday activities and such food is available for purchase during the same hours that beer is sold for On-Premise consumption; and
- d. be able to seat a minimum of fifteen people, including children, in booths and at tables, in addition to any other seating it may have; and
- e. have all required seating in the interior of the building under a permanent roof; and
- f. To satisfy the requirement that it sell food for On-premise consumption as a normal, regular and integral part of its business, the On-premise permit holder must generate a minimum of sixty (60) percent of the gross revenues of the establishment from food sales. Reporting procedures for establishments holding an On-premise permit are herewith established. Reporting forms shall be provided to establishments holding an On-premise permit and shall detail food sale and alcoholic beverage sale percentages on an annual basis and shall be due on or before June 30. The permit holder will submit copies of all sales tax returns and liquor by the drink returns, with appropriate documentation. These returns shall be subject to audit by the town. Reporting year shall be January 1 through December 31 of the previous year. The town recorder shall keep a record of such compliance and notify the beer board of an establishment which fails to meet the sixty (60) percent ratio

2. Class 2 On-Premises Permit-Other. Other establishments making application for a permit to sell beer for consumption on the premises, which do not qualify, or do not wish to apply for, a Class 1 On-Premises Permit, but which otherwise meet all other regulations and restrictions in

this chapter, shall apply for a Class 2 On-Premises Permit. To qualify for a Class 2 On-Premises permit, an establishment must, in addition to meeting the other regulations and restrictions in this chapter:

- a. On-premise permit holder must generate a minimum of ninety-five (95) percent of the gross revenues of the establishment from sales other than alcoholic beverages. Reporting procedures for establishments holding an On-premise permit are herewith established. Reporting forms shall be provided to establishments holding an On-premise permit and shall detail sales and alcoholic beverage sale percentages on an annual basis and shall be due on or before June 30. The permit holder will submit copies of all sales tax returns with appropriate documentation. These returns shall be subject to audit by the town. Reporting year shall be January 1 through December 31 of the previous year. The town recorder shall keep a record of such compliance and notify the beer board of an establishment which fails to meet the ninety-five (95) percent ratio

3. Class 3 On-premises-Hotel/Motel permits for operation as a hotel or motel

If a hotel or motel otherwise meets the requirements of this code and the laws of the State of Tennessee for either On-premise consumption permit or for an off-premise consumption permit, it is eligible to hold two (2) separate permits. All On-premise consumption permits for hotels/motels are subject to the following additional conditions:

- a. The hotel/motel that holds the permit must have fifty (50) or more guest rooms;
- b. The permit holder may only sell beer to guests of the hotel/motel, but only for consumption within the guest room assigned to the guest;
- c. The permit holder may only sell beer at the front desk for the establishment, or through a retail convenience shop that is within the hotel/motel building and that is regularly maintained as such by the motel/motel; and
- d. The total receipts of the hotel/motel resulting from the sale of beer and other alcoholic beverages may not exceed forty (40) percent of the total revenues received by the permit holder hotel/motel.

4. Class 4 On-premise-Tavern where beer is sold for consumption at a tavern. Tavern shall mean a business establishment whose primary business is or is to be the sale of beer to be consumed on the premises. There shall not be more than a total of three (3) taverns located within the corporate limits of the Town of Farragut. To qualify for a Class 4 On-Premises permit, an establishment must, in addition to meeting the other regulations and restrictions in this chapter:

- a. Be housed in building space and/or tenant space that does not exceed three thousand (3,000) gross square feet.
- b. Not make or allow the sale of beer between the hours of 12:00 a.m. and 12:00 p.m. on Sundays, and between 12:00 a.m. and 10:00 a.m. on all other days of the week.
- c. In no event will a permit be issued authorizing the manufacture or storage of beer, or the sale of beer within three hundred forty (340) feet of any school or church. The distances shall be measured in a straight line from the nearest point on the building from which the beer will be manufactured, stored or sold to the nearest point on the building of the school or church. No permit shall be suspended, revoked or denied on the basis of proximity of the establishment to a school or church if a valid permit had been issued to

any business on that same location, unless beer is not sold, distributed or manufactured at that location during any continuous six-month period.

- d. Provide throughout with an approved, supervised automatic fire sprinkler system installed in accordance with NFPA 13.

5. Class 5 Off-Premises Permit.

A retailer's "off-premise permit" shall be issued to any person engaged in the sale of beer where the beer is not to be consumed by the purchaser or his guest upon or near the premise of the seller.

6. Class 6 Special occasion beer permit.

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

- a. The beer board is authorized to issue a special occasion beer permit to bona fide charitable or nonprofit organizations for special events.
- b. The special occasion beer permit shall not be issued for longer than one (1) forty-eight-hour period, unless otherwise specified by the beer board, subject to the limitations on the hours, imposed by law.
- c. The application for the special occasion beer permit shall state whether the applicant is a charitable or nonprofit organization, include documents showing evidence of the type of organization, and state the location of the premise upon which alcoholic beverages shall be served and the purpose for the request of the license.
- d. For purposes of this section:
 - a. Bona fide charitable or nonprofit organization means any corporation or other legal entity which has been recognized as exempt from federal taxes under section 501(c) of the Internal Revenue Code.
- e. No charitable or nonprofit organization possessing a special occasion beer permit shall purchase, for sale or distribution, beer from any source other than a licensee as provided pursuant to state law.
- f. Failure of the special occasion permittee to abide by the conditions of the permit and all laws of the State of Tennessee and the Town of Farragut will result in a denial of a special occasion beer permit for the sale of beer for a period of two (2) years.

Sec. 8-219. Prohibited conduct or activities by beer permit holders, employees and persons engaged in the sale of beer.

The following acts or conduct on licensed premises are deemed contrary to public policy, safety, health and morals and it shall be unlawful for any beer permit holder, employee or person engaged in the sale of beer to:

- 1) Employ any person convicted of a crime related to the possession, sale, manufacture, or transportation of intoxicating liquor, or any crime involving moral turpitude within the past ten (10) years.
- 2) Employ any minor under eighteen (18) years of age in the sale, storage, distribution or manufacture of beer.
- 3) Make or allow the sale of beer between the hours of 3:00 a.m. and 10:00 a.m. on Sundays, and between 3:00 a.m. and 5:00 a.m. on all other days of the week.
- 4) Allow any loud, unusual, or obnoxious noises to emanate from the premise of the beer permit holder.
- 5) Allow any person under twenty-one (21) years of age to loiter in or about the place of business of the beer permit holder.
- 6) Make or allow the sale of beer to a minor under twenty-one (21) years of age
- 7) Operate or permit any employee or any other person to operate any gambling device or game of chance whatsoever.
- 8) Bring, cause or allow to be brought onto the premises of any permittee any prohibited drugs under the provisions and within the meaning of the Tennessee Code Annotated.
- 9) Fail to provide and maintain separate sanitary toilet facilities for men and women or fail to comply with any state, county or local health laws and regulation
- 10) Exhibit any motion pictures for which a fee for entrance to the theater is charged.
- 11) Allow the sale of beer in any establishment where adult entertainment occurs or adult materials, novelty or other adult items are sold or stored.
- 12) Employ, use or allow any person in the sale or service of alcoholic beverages or malt beverages in or upon the licensed premises while such person is unclothed or in such attire, costume or clothing as to expose to view any portion of the female breast below the top of the areola or of any portion of the pubic hair, anus, cleft of the buttocks, vulva or genitals.
- 13) Employ, use or allow the services of any hostess or other person to mingle with the patrons while such hostess or other person is unclothed or in such attire, costume or clothing as described in subdivision (b)(1).
- 14) Encourage or permit any person on the licensed premises to touch, caress or fondle the breasts, buttocks, anus or genitals of any other person.
- 15) Permit any employee or person to wear or use any device or covering, exposed to view, which simulates the breast, genitals, anus, pubic hair or any portion thereof.

- 16) Allow any person on the licensed premises under the guise of entertainment to perform acts or simulated acts of sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation or any other sexual acts prohibited by law; engage in the actual or simulated touching, caressing, or fondling of the breasts, buttocks, anus or genitals; engage in the actual or simulated displaying of the pubic hair, anus, buttocks, vulva, genitals, or breasts below the top of the areola of any person; wear or use any device or covering exposed to public view which simulates the human breasts, genitals, anus, pubic hair, or any portion thereof.

Sec. 8-220. Issuance.

After all inspections have been made and the applicant for a beer permit has met all requirements of this article, after all necessary fees and charges have been paid by the applicant, and after the beer board has determined the applicant has complied with all other requirements contained in this article, the board shall approve the application. Within a reasonable time following final approval of the application, a beer permit shall be issued to the applicant. The permittee shall retain such beer permit for as long as he shall wish to do business at the premise for which it was issued; provided that such permit is not revoked or suspended by the board.

Sec. 8-221. Revocation or suspension of beer permits.

The beer board shall have the power to revoke or suspend any beer permit issued under the provisions of this chapter when the holder thereof is guilty of making a false statement or misrepresentation in his application for failing to take actions required by this chapter or of violating any of the provisions of this chapter, including, but not limited to, the provisions of § 8-220. However, no beer permit shall be revoked or suspended until a public hearing is held by the board after reasonable notice to all the known parties in interest. Revocation or suspension proceedings may be initiated by the town administrator or member of the beer board.

Pursuant to *Tennessee Code Annotated* § 57-5-608, the beer board shall not revoke or suspend the permit of a "responsible vendor" qualified under the requirements of *Tennessee Code Annotated* § 57-5-606 for a clerk's illegal sale of beer to a minor if the clerk is properly certified and has attended annual meetings since the clerk's original certification, unless the vendor's status as a certified responsible vendor has been revoked by the alcoholic beverage commission. If the responsible vendor's certification has been revoked, the vendor shall be punished by the beer board as if the vendor were not certified as a responsible vendor. "Clerk" means any person working in a capacity to sell beer directly to consumers for off-premise consumption. Under *Tennessee Code Annotated* § 57-5-608, the alcoholic beverage commission shall revoke a vendor's status as a responsible vendor upon notification by the beer board that the board has made a final determination that the vendor has sold beer to a minor for the second time in a consecutive twelve-month period. The revocation shall be for three (3) years.

Sec. 8-222. Fire and building inspection.

No beer permit of any type shall be issued unless and until the premise to which such permit is applicable have been inspected and have passed the minimum fire and building

codes adopted by the town.

The beer board shall have the power to revoke any beer permit issued under the provisions of this chapter when the premise are found to be in violation of the minimum fire and life safety codes and building codes. No beer permit shall be revoked until a public hearing is held by the beer board after reasonable notice to all the known parties in interest. Revocation proceedings may be initiated by the town administrator, or a member of the beer board.

Sec. 8-223. Civil penalty in lieu of revocation or suspension.

- A. *Responsible vendor.* The beer board shall not, pursuant to *Tennessee Code Annotated* § 57-5-608, revoke or suspend the permit of a responsible vendor for a clerk's illegal sale of beer to a minor, if the vendor and the clerk making the sale have complied with the requirements of *Tennessee Code Annotated* § 57-5-606 as a responsible vendor under that part, but may impose upon the responsible vendor a civil penalty not to exceed one thousand dollars (\$1,000.00) for each offense of making or permitting to be made any sales to minors or for any violation of this article or state law. Permanent revocation of beer permits issued to responsible vendors may only be applied when a responsible vendor permittee commits at least two (2) violations within a twelve-month period and then only after the state alcoholic beverage commission revokes the permittee's status as a responsible vendor.
- B. *Non-responsible vendor.* The prohibition of subsection (A) concerning the revocation or suspension of the vendor's permit shall not apply to any vendor who is not a responsible vendor under the Responsible Vendor Act, *Tennessee Code Annotated* § 57-5-601 et seq., or to a participating vendor, if the vendor or clerk making a sale to a minor fails to comply with the requirements of *Tennessee Code Annotated* § 57-5-606. With respect to such permittee, the beer board may, at the time it imposes a revocation or suspension, offer the permittee the alternative of paying a civil penalty not to exceed two thousand five hundred dollars (\$2,500.00) for each offense of making or permitting to be made any sales to minors, or a civil penalty not to exceed one thousand dollars (\$1,000.00) for any other offense.
- C. If a civil penalty is offered as an alternative to revocation or suspension, the holder shall have seven (7) days within which to pay the civil penalty before the revocation or suspension shall be imposed. If the civil penalty is not received within seven (7) days the revocation or suspension shall begin eight (8) days after the beer board hearing. If the civil penalty is paid within that time, the revocation or suspension shall be deemed withdrawn.

Payment of the civil penalty in lieu of revocation or suspension by a permit holder shall be an admission by the holder of the violation so charged and shall be paid to the exclusion of any other penalty that the town may impose.

Sec. 8-224. Violations.

Any violation of this chapter shall constitute a civil offense and shall, upon conviction, be punishable by a penalty under the general penalty provision of this code. Each day a violation shall be allowed to continue shall constitute a separate offense.

SECTION 2.

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

Dr. Ralph McGill, Mayor

Allison Myers, Town Recorder

DRIVER LICENSE

DUP
Tennessee
THE VOLUNTEER STATE

USA
TN



UNDER 21 UNTIL 06/06/2016

DL NO [REDACTED] DOB **06/06/1995**
EXP **06/06/2016** ISS 04/02/2015
CLASS D END NONE
REST NONE
SEX M HGT 6'-00" EYES BLU
DD [REDACTED]



KNOXVILLE, TN 37938-3126

INTERMEDIATE RESTRICTED
DRIVER LICENSE

Tennessee
THE VOLUNTEER STATE

USA
TN



UNDER 21 UNTIL 01/28/2018

DL NO. [REDACTED] DOB **01/28/1997**
EXP **01/28/2018** ISS 06/26/2014
CLASS D END NONE
REST 01
SEX F HGT 5'-06" EYES BRO
DD [REDACTED]

GDL

CORRYTON, TN 37721

REPORT TO THE BEER BOARD

PREPARED BY: Allison Myers, Town Recorder *AM*

SUBJECT: Hearing to address Meksiko violation(s) of Town of Farragut Code of Ordinances § 8-201 et seq

INTRODUCTION:

The purpose of this agenda item is to address Meksiko, 120 West End Ave., violation(s) of the Town of Farragut Code of Ordinance §8-201 et seq.

DISCUSSION:

The Knox County Sheriff's Department performed a beer sting on various businesses within the Town of Farragut on June 2, 2015. During the operation, an employee of Meksiko sold alcohol to a minor. A copy of the Knox County Citation is attached.

The Farragut Beer Board, per section 8-221, has the power to revoke or suspend Meksiko's beer permit or per section 8-223, can offer a civil penalty as an alternative to revocation or suspension. With respect to such permittee, the beer board may, at the time it imposes a revocation or suspension, offer the permittee the alternative of paying a civil penalty not to exceed \$2,500 for each offense of making or permitting to be made any sales to minors. The permit holder shall have seven (7) days within which to pay the civil penalty before the revocation or suspension shall be imposed. If the civil penalty is not received within seven (7) days the revocation or suspension shall begin eight (8) days after the beer board hearing. If the civil penalty is paid within that time, the revocation or suspension shall be deemed withdrawn. Payment of the civil penalty in lieu of revocation or suspension by a permit holder shall be an admission by the holder of the violation so charged and shall be paid to the exclusion of any other penalty that the town may impose.

RECOMMENDATION BY:

Allison Myers, Town Recorder, for approval.

PROPOSED MOTION:

1. Motion to find Meksiko guilty OR not guilty of the violation of selling beer to a minor.

If found guilty:

2. Motion to give a penalty of _____ for violation for selling beer to a minor at Meksiko.

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	_____	_____	_____	_____	_____

☒ STATE OF TENNESSEE T.C.A. CITATION

☐ KNOX COUNTY ORDINANCE CITATION

No. KCO-48694

COMPLAINT - AFFIDAVIT

THE UNDERSIGNED BEING DULY SWORN UPON HIS OATH DEPOSES:

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NAME (FIRST) <u>Rosa</u>	(MIDDLE) <u>Linda</u>	(LAST) <u>Morales</u>	DATE OF BIRTH MO. DAY YR. <u>11/22/87</u>	RACE <u>H</u>	SEX <u>F</u>
ADDRESS <u>106 Coulter St.</u>			IN RESIDENT? ☒ YES ☐ NO	SEAT BELT? ☐ YES ☐ NO	
CITY <u>London</u>	STATE <u>Tn</u>	ZIP CODE <u>37774</u>	SOCIAL SECURITY NUMBER		
DRIVER LICENSE NUMBER	CLASS/TYPE LICENSE <u>Class D</u>	STATE <u>Tn</u>	EXPIRATION DATE MO. DAY YR. <u>11/22/17</u>	TELEPHONE NUMBER	
PLACE OF EMPLOYMENT <u>Meksiko - 120 West End Ave. Farragut Tn. 37934</u>					

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☐ OWNED ☐ LEASED	NAME	ADDRESS
☐ CARRIER		
DID UNLAWFULLY OPERATE/PARK A MOTOR VEHICLE:		
MAKE	MODEL	YEAR
COLOR	LICENSE PLATE NUMBER	STATE
YEAR		

LOCALE

UPON STREET/HIGHWAY	S.R.#	TRAVEL DIR. ☐ N ☐ S ☐ E ☐ W	M.M.#	CITY/COUNTY	HIGHWAY TYPE ☐ 2-L ☐ 3-L ☐ 4-L ☐ DIV. ☐ I-RO	AREA ☐ BUSINESS ☐ SCHOOL ☐ RES. ☐ RURAL
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AFORESAID DID THEN AND THERE COMMIT THE FOLLOWING OFFENSE:

- ☐ SPEEDING _____ MPH IN _____ SPEED LIMIT ☐ ZONE ☐ PACING ☐ RADAR ☐ TRAFFIC CONTROL DEVICE
☐ RECKLESS DRIVING ☐ IMPROPER PASSING ☐ FOLLOWING TOO CLOSELY ☐ PASSING SCHOOL BUS
☐ EQUIPMENT VIOLATION-MOTORCYCLE ☐ EQUIPMENT VIOLATION-AUTOMOBILE ☐ CHILD RESTRAINT ☐ WINDOW TINT
☐ HANDICAPPED PARKING ☐ VIOLATION OF NOISE ORDINANCE

☒ OTHER: Sale of Alcoholic Beverage to underage minor (under 21 years old)
T.C.A. 57-4-203 ORDINANCE:

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On 06-02-15, the defendant did sell a 22oz mug of Miller Lite beverage, beer (alcoholic beverage), to an underage minor, less than 21 years of age, at the Meksiko Restaurant, 120 West End Ave., Farragut, Tn. 37934. Booking Date: Tuesday June 16, 2015 at 7:30am, at the City & County Bldg., 400 Main St. Knoxville, Tn.

THE UNDERSIGNED FURTHER STATES THAT HE/SHE HAS JUST AND REASONABLE GROUNDS TO BELIEVE AND DOES BELIEVE, THAT THE PERSON NAMED ABOVE COMMITTED THE OFFENSE HEREIN SET FORTH, CONTRARY TO THE LAW.

THIS 2nd DAY OF June 2015 TIME 5:22 ☐ AM ☒ PM CAPT ALLEN MAY 1419
RANK OFFICER NAME (PRINT) BADGE/ID NO.

HAVING BEEN DULY SWORN, I DO HEREBY ATTEST THAT THE ABOVE IS A TRUE AND COMPLETE COPY OF THE ORIGINAL CITATION, AND THAT THE INFORMATION CONTAINED THEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____ 20_____
[Signature] SIGNATURE OF OFFICER _____ JUDGE/CLERK

COURT IN THE ☒ GENERAL SESSIONS COURT OF KNOX COUNTY, KNOXVILLE, TN

☐ JUVENILE COURT

ON _____ THE _____ DAY OF _____ 20_____
TIME _____

☒ KNOX COUNTY ORDINANCE CITATION

UNDERSTAND THE ABOVE CITATION, AND THAT MY SIGNATURE IS NOT AN ADMISSION OF GUILT.

☒ STATE OF TENNESSEE T.C.A. CITATION

NOTICE: FAILURE TO APPEAR IN COURT ON THE DATE ASSIGNED TO THIS CITATION OR AT THE APPROPRIATE POLICE STATION FOR BOOKING AND PROCESSING WILL RESULT IN YOUR ARREST FOR A SEPARATE CRIMINAL OFFENSE WHICH IS PUNISHABLE BY A JAIL SENTENCE OF UP TO SIX (6) MONTHS AND/OR A \$50 FINE. I UNDERSTAND THE ABOVE NOTICE, AND THAT MY SIGNATURE IS NOT AN ADMISSION OF GUILT.

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DATE 06-02-2015
OFFICER'S COPY

☒ STATE OF TENNESSEE T.C.A. CITATION

☐ KNOX COUNTY ORDINANCE CITATION

No. KCO-48695

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COMPLAINT - AFFIDAVIT

THE UNDERSIGNED BEING DULY SWORN UPON HIS OATH DEPOSES:

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NAME (FIRST) <u>Rosa</u>	(MIDDLE) <u>Linda</u>	(LAST) <u>Morales</u>	DATE OF BIRTH MO. <u>11</u> DAY <u>22</u> YR. <u>87</u>	RACE <u>H</u>	SEX <u>F</u>
ADDRESS <u>106 Catter St.</u>			IN RESIDENT? ☒ YES ☐ NO	SEAT BELT? ☐ YES ☐ NO	
CITY <u>Loudon</u>	STATE <u>Tn</u>	ZIP CODE <u>37774</u>	SOCIAL SECURITY NUMBER		
DRIVER LICENSE NUMBER	CLASS/TYPE LICENSE <u>Class D</u>	STATE <u>Tn</u>	EXPIRATION DATE MO. <u>11</u> DAY <u>22</u> YR. <u>17</u>	TELEPHONE NUMBER	
PLACE OF EMPLOYMENT <u>Meksiko - 120 West End Ave. Farragut, Tn. 37934</u>					

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☐ OWNED ☐ LEASED	NAME	ADDRESS			
☐ CARRIER					
DID UNLAWFULLY OPERATE/PARK A MOTOR VEHICLE:					
MAKE	MODEL	YEAR	COLOR	LICENSE PLATE NUMBER	STATE
UPON STREET/HIGHWAY		S.R.#	TRAVEL DIR. ☐ ON ☐ S ☐ E ☐ W	CITY/COUNTY	HIGHWAY TYPE ☐ 2-L ☐ 3-L ☐ 4-L ☐ DIV. ☐ I-RO
				AREA ☐ BUSINESS ☐ SCHOOL ☐ RES. ☐ RURAL	

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AFORESAID DID THEN AND THERE COMMIT THE FOLLOWING OFFENSE:

- ☐ SPEEDING _____ MPH IN _____ SPEED LIMIT ☐ ZONE ☐ PACING ☐ RADAR ☐ TRAFFIC CONTROL DEVICE
☐ RECKLESS DRIVING ☐ IMPROPER PASSING ☐ FOLLOWING TOO CLOSELY ☐ PASSING SCHOOL BUS
☐ EQUIPMENT VIOLATION-MOTORCYCLE ☐ EQUIPMENT VIOLATION-AUTOMOBILE ☐ CHILD RESTRAINT ☐ WINDOW TINT
☐ HANDICAPPED PARKING ☐ VIOLATION OF NOISE ORDINANCE
☒ OTHER: Sale of alcoholic beverage to minor (under 21 years old)
T.C.A. 57-4-203 ORDINANCE:

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On 11-12-15, the defendant did sell a 16 oz glass of Bud Lite beer, alcoholic beverage, to an underage minor for \$2.75 at the Meksiko - 120 West End Ave, Farragut Tn. 37934. Booking Date: June 16, 2015, 7:30 A.M. at the City & County Bldg, Knoxville Tn. 37902.

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THE UNDERSIGNED FURTHER STATES THAT HE/SHE HAS JUST AND REASONABLE GROUNDS TO BELIEVE AND DOES BELIEVE, THAT THE PERSON NAMED ABOVE COMMITTED THE OFFENSE HEREIN SET FORTH, CONTRARY TO THE LAW.

THIS 2nd DAY OF June 20 15 TIME 5:22 ☐ AM ☒ PM CAPT ALLIANCE 1-119
RANK OFFICER NAME (PRINT) BADGE/ID NO.

HAVING BEEN DULY SWORN, I DO HEREBY ATTEST THAT THE ABOVE IS A TRUE AND COMPLETE COPY OF THE ORIGINAL CITATION, AND THAT THE INFORMATION CONTAINED THEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____ 20____

SIGNATURE OF OFFICER

JUDGE/CLERK

1 ☒ GENERAL SESSIONS COURT OF KNOX COUNTY, KNOXVILLE, TN

2 ☐ JUVENILE COURT

ON _____ THE _____ DAY OF _____ 20____ TIME _____

☐ KNOX COUNTY ORDINANCE CITATION

I UNDERSTAND THE ABOVE CITATION, AND THAT MY SIGNATURE IS NOT AN ADMISSION OF GUILT.

☒ STATE OF TENNESSEE T.C.A. CITATION

NOTICE: FAILURE TO APPEAR IN COURT ON THE DATE ASSIGNED TO THIS CITATION OR AT THE APPROPRIATE POLICE STATION FOR BOOKING AND PROCESSING WILL RESULT IN YOUR ARREST FOR A SEPARATE CRIMINAL OFFENSE WHICH IS PUNISHABLE BY A JAIL SENTENCE OF UP TO SIX (6) MONTHS AND/OR A \$50 FINE. I UNDERSTAND THE ABOVE NOTICE, AND THAT MY SIGNATURE IS NOT AN ADMISSION OF GUILT.

VIOLATOR'S SIGNATURE

Rosa Linda Morales

DATE

Marie Navarro - manager

REPORT TO THE BEER BOARD

PREPARED BY: Allison Myers, Town Recorder *AM*

SUBJECT: Hearing to address La Cabana violation(s) of Town of Farragut Code of Ordinances § 8-201 et seq

INTRODUCTION:

The purpose of this agenda item is to address La Cabana, 723 N. Campbell Station Road, violation(s) of the Town of Farragut Code of Ordinance §8-201 et seq.

DISCUSSION:

The Knox County Sheriff's Department performed a beer sting on various businesses within the Town of Farragut on June 2, 2015. During the operation, an employee of La Cabana sold alcohol to a minor. A copy of the Knox County Citation is attached.

The Farragut Beer Board, per section 8-221, has the power to revoke or suspend La Cabana's beer permit or per section 8-223, can offer a civil penalty as an alternative to revocation or suspension. With respect to such permittee, the beer board may, at the time it imposes a revocation or suspension, offer the permittee the alternative of paying a civil penalty not to exceed \$2,500 for each offense of making or permitting to be made any sales to minors. The permit holder shall have seven (7) days within which to pay the civil penalty before the revocation or suspension shall be imposed. If the civil penalty is not received within seven (7) days the revocation or suspension shall begin eight (8) days after the beer board hearing. If the civil penalty is paid within that time, the revocation or suspension shall be deemed withdrawn. Payment of the civil penalty in lieu of revocation or suspension by a permit holder shall be an admission by the holder of the violation so charged and shall be paid to the exclusion of any other penalty that the town may impose.

RECOMMENDATION BY:

Allison Myers, Town Recorder, for approval.

PROPOSED MOTION:

1. Motion to find La Cabana guilty OR not guilty of the violation of selling beer to a minor.

If found guilty:

2. Motion to give a penalty of _____ for violation for selling beer to a minor at La Cabana.

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	_____	_____	_____	_____	_____

☐ STATE OF TENNESSEE T.C.A. CITATION

☐ KNOX COUNTY ORDINANCE CITATION

COMPLAINT - AFFIDAVIT

No. KCO- 110561

THE UNDERSIGNED BEING DULY SWORN UPON HIS OATH DEPOSES:

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NAME (FIRST) <u>Yuri</u>	(MIDDLE) <u>Elizabeth</u>	(LAST) <u>Flores</u>	DATE OF BIRTH MO. <u>10</u> DAY <u>16</u> YR. <u>66</u>	RACE <u>O</u>	SEX <u>F</u>
ADDRESS <u>927 High Springs Rd.</u>			TN RESIDENT? ☒ YES ☐ NO		
CITY <u>Knoxville</u>	STATE <u>TN</u>	ZIP CODE <u>37932</u>	SEAT BELT? ☐ YES ☐ NO		
DRIVER LICENSE NUMBER		CLASS/TYPE LICENSE	SOCIAL SECURITY NUMBER		
PLACE OF EMPLOYMENT <u>La Cabana</u>		TELEPHONE NUMBER			

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☐ OWNED ☐ LEASED	NAME	ADDRESS
☐ CARRIER		
DID UNLAWFULLY OPERATE/PARK A MOTOR VEHICLE:		
MAKE	MODEL	YEAR
COLOR	LICENSE PLATE NUMBER	STATE
YEAR		
UPON STREET/HIGHWAY	S.R.#	TRAVEL DIR. ☐ N ☐ S ☐ E ☐ W
M.M. #	CITY/COUNTY	HIGHWAY TYPE ☐ 2-L ☐ 3-L ☐ 4-L ☐ DIV. ☐ I-RD
		AREA ☐ BUSINESS ☐ SCHOOL ☐ RES. ☐ RURAL

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AFORESAID DID THEN AND THERE COMMIT THE FOLLOWING OFFENSE:

- ☐ SPEEDING _____ MPH IN _____ SPEED LIMIT ☐ ZONE ☐ PACING ☐ RADAR ☐ TRAFFIC CONTROL DEVICE
- ☐ RECKLESS DRIVING ☐ IMPROPER PASSING ☐ FOLLOWING TOO CLOSELY ☐ PASSING SCHOOL BUS
- ☐ EQUIPMENT VIOLATION - MOTORCYCLE ☐ EQUIPMENT VIOLATION - AUTOMOBILE ☐ CHILD RESTRAINT ☐ WINDOW TINT
- ☐ HANDICAPPED PARKING ☐ VIOLATION OF NOISE ORDINANCE
- ☒ OTHER: sale of alcohol to a minor
- T.C.A. 57-4-203 ORDINANCE:

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The defendant did sale a 12oz Cerveza Modelo imported beer (bottle) to an underage minor (less than 21 yrs) at the La Cabana Restaurant, 723 N Campbell Station Rd.

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THE UNDERSIGNED FURTHER STATES THAT HE/SHE HAS JUST AND REASONABLE GROUNDS TO BELIEVE AND DOES BELIEVE, THAT THE PERSON NAMED ABOVE COMMITTED THE OFFENSE HEREIN SET FORTH, CONTRARY TO THE LAW.

THIS 2nd DAY OF June 2015 TIME 1713 ☐ AM ☒ PM Capt Allen MAJ RANK OFFICER NAME (PRINT) 1719 BADGE/ID NO.

HAVING BEEN DULY SWORN, I DO HEREBY ATTEST THAT THE ABOVE IS A TRUE AND COMPLETE COPY OF THE ORIGINAL CITATION, AND THAT THE INFORMATION CONTAINED THEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____ 20____

SIGNATURE OF OFFICER

JUDGE/CLERK

COURT

IN THE ☒ GENERAL SESSIONS COURT OF KNOX COUNTY, KNOXVILLE, TN
☐ JUVENILE COURT

ON _____ THE _____ DAY OF _____ 20____ TIME _____

☒ KNOX COUNTY ORDINANCE CITATION

I UNDERSTAND THE ABOVE CITATION, AND THAT MY SIGNATURE IS NOT AN ADMISSION OF GUILT.

☐ STATE OF TENNESSEE T.C.A. CITATION

NOTICE: FAILURE TO APPEAR IN COURT ON THE DATE ASSIGNED TO THIS CITATION OR AT THE APPROPRIATE POLICE STATION FOR BOOKING AND PROCESSING WILL RESULT IN YOUR ARREST FOR A SEPARATE CRIMINAL OFFENSE WHICH IS PUNISHABLE BY A JAIL SENTENCE OF UP TO SIX (6) MONTHS AND/OR A \$50 FINE. I UNDERSTAND THE ABOVE NOTICE, AND THAT MY SIGNATURE IS NOT AN ADMISSION OF GUILT.

PLAINTIFF'S SIGNATURE

446-0646

Eva Brown

OFFICER'S COPY

DATE

6-2-15

REPORT TO THE BEER BOARD

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Hearing to address Taco Boy Sports Bar and Grill violation(s) of Town of Farragut Code of Ordinances § 8-201 et seq

INTRODUCTION:

The purpose of this agenda item is to address Taco Boy Sports Bar and Grill, 747 Campbell Station Road, violation(s) of the Town of Farragut Code of Ordinance §8-201 et seq.

DISCUSSION:

The Knox County Sheriff's Department performed a beer sting on various businesses within the Town of Farragut on June 2, 2015. During the operation, an employee of Taco Boy Sports Bar and Grill sold alcohol to a minor. A copy of the Knox County Citation is attached.

The Farragut Beer Board, per section 8-221, has the power to revoke or suspend Taco Boy Sports Bar and Grill's beer permit or per section 8-223, can offer a civil penalty as an alternative to revocation or suspension. With respect to such permittee, the beer board may, at the time it imposes a revocation or suspension, offer the permittee the alternative of paying a civil penalty not to exceed \$2,500 for each offense of making or permitting to be made any sales to minors. The permit holder shall have seven (7) days within which to pay the civil penalty before the revocation or suspension shall be imposed. If the civil penalty is not received within seven (7) days the revocation or suspension shall begin eight (8) days after the beer board hearing. If the civil penalty is paid within that time, the revocation or suspension shall be deemed withdrawn. Payment of the civil penalty in lieu of revocation or suspension by a permit holder shall be an admission by the holder of the violation so charged and shall be paid to the exclusion of any other penalty that the town may impose.

RECOMMENDATION BY:

Allison Myers, Town Recorder, for approval.

PROPOSED MOTION:

1. Motion to find Taco Boy Sports Bar and Grill guilty OR not guilty of the violation of selling beer to a minor.

If found guilty:

2. Motion to give a penalty of _____ for violation for selling beer to a minor at Taco Boy Sports Bar and Grill.

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	_____	_____	_____	_____	_____

☒ STATE OF TENNESSEE T.C.A. CITATION
☐ KNOX COUNTY ORDINANCE CITATION
COMPLAINT - AFFIDAVIT

No. KCO- 110562

150602 0130

THE UNDERSIGNED BEING DULY SWORN UPON HIS OATH DEPOSES:

VIOLATOR	NAME (FIRST)	(MIDDLE)	(LAST)	DATE OF BIRTH MO. DAY YR.	RACE	SEX
	Guadalupe	Burga	Calderton	06 29 89	O	M
	ADDRESS			TN RESIDENT?	SEAT BELT?	
	10249 Barbours Drive			☒ YES ☐ NO	☐ YES ☐ NO	
	CITY	STATE	ZIP CODE	SOCIAL SECURITY NUMBER		
Knoxville	TN	37921				
DRIVER LICENSE NUMBER	CLASS/TYPE LICENSE	STATE	EXPIRATION DATE MO. DAY YR.	TELEPHONE NUMBER		
	D	TN	10 29 19			
PLACE OF EMPLOYMENT	Taco Bay Sports Bar & Grill 747 N. Campbell Station Rd.					

VEHICLE	☐ OWNED ☐ LEASED	NAME	ADDRESS			
	☐ CARRIER					
DID UNLAWFULLY OPERATE/PARK A MOTOR VEHICLE:						
MAKE	MODEL	YEAR	COLOR	LICENSE PLATE NUMBER	STATE	YEAR
LOCALE	UPON STREET/HIGHWAY	S.R.#	TRAVEL DIR.	M.M.#	CITY/COUNTY	HIGHWAY TYPE
			☐ N ☐ S ☐ E ☐ W			☐ 2-L ☐ 3-L ☐ 4-L ☐ DIV. ☐ I-RD
						AREA ☐ BUSINESS ☐ SCHOOL ☐ RES. ☐ RURAL

AFORESAID DID THEN AND THERE COMMIT THE FOLLOWING OFFENSE:

☐ SPEEDING _____ MPH IN _____ SPEED LIMIT _____	☐ ZONE	☐ PACING	☐ RADAR	☐ TRAFFIC CONTROL DEVICE	
☐ RECKLESS DRIVING	☐ IMPROPER PASSING	☐ FOLLOWING TOO CLOSELY	☐ PASSING SCHOOL BUS		
☐ EQUIPMENT VIOLATION - MOTORCYCLE	☐ EQUIPMENT VIOLATION - AUTOMOBILE	☐ CHILD RESTRAINT ☐ WINDOW TINT			
☐ HANDICAPPED PARKING	☐ VIOLATION OF NOISE ORDINANCE				
☐ OTHER: sale of alcohol to a minor					
T.C.A. 59-4-213			ORDINANCE:		

On June 2, 2015 the defendant did serve a 12oz Budlight (bottle) to an underage minor (less than 21 yrs) at the Taco Bay, 747 N. Campbell Station Rd.

400 Main St.
Booking date: June 16, 2015 at 730 at the City/County Building

THE UNDERSIGNED FURTHER STATES THAT HE/SHE HAS JUST AND REASONABLE GROUNDS TO BELIEVE AND DOES BELIEVE, THAT THE PERSON NAMED ABOVE COMMITTED THE OFFENSE HEREIN SET FORTH, CONTRARY TO THE LAW.

THIS 2nd DAY OF June 20 15 TIME 1747 ☐ AM ☒ PM RANK CAPT OFFICER NAME (PRINT) OFFICER MAY 1719 BADGE/ID NO.

HAVING BEEN DULY SWORN, I DO HEREBY ATTEST THAT THE ABOVE IS A TRUE AND COMPLETE COPY OF THE ORIGINAL CITATION, AND THAT THE INFORMATION CONTAINED THEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____ 20 _____

SIGNATURE OF OFFICER JUDGE/CLERK

COURT IN THE 1 ☐ GENERAL SESSIONS COURT OF KNOX COUNTY, KNOXVILLE, TN
2 ☐ JUVENILE COURT

ON _____ THE _____ DAY OF _____ 20 _____ TIME _____

KNOX COUNTY ORDINANCE CITATION

UNDERSTAND THE ABOVE CITATION, AND THAT MY SIGNATURE IS NOT AN ADMISSION OF GUILT.

VIOLATOR'S SIGNATURE

☒ STATE OF TENNESSEE T.C.A. CITATION

NOTICE: FAILURE TO APPEAR IN COURT ON THE DATE ASSIGNED TO THIS CITATION OR AT THE APPROPRIATE POLICE STATION FOR BOOKING AND PROCESSING WILL RESULT IN YOUR ARREST FOR A SEPARATE CRIMINAL OFFENSE WHICH IS PUNISHABLE BY A JAIL SENTENCE OF UP TO SIX (6) MONTHS AND/OR A \$50 FINE. I UNDERSTAND THE ABOVE NOTICE, AND THAT MY SIGNATURE IS NOT AN ADMISSION OF GUILT.

DATE 6-2-15

☒ STATE OF TENNESSEE T.C.A. CITATION
☐ KNOX COUNTY ORDINANCE CITATION
COMPLAINT - AFFIDAVIT

1566020139

#No. KCO- 110563

THE UNDERSIGNED BEING DULY SWORN UPON HIS OATH DEPOSES:

NAME (FIRST) <u>Ivan</u>	(MIDDLE) <u>Juan</u>	(LAST) <u>Valdez</u>	DATE OF BIRTH MO. <u>11</u> DAY <u>15</u> YR. <u>83</u>	RACE <u>O</u>	SEX <u>F</u>
ADDRESS <u>207 Canton Hollow Rd.</u>			TN RESIDENT? ☒ YES ☐ NO	SEAT BELT? ☐ YES ☐ NO	
CITY <u>KNOXVILLE</u>	STATE <u>TN</u>	ZIP CODE <u>37934</u>	SOCIAL SECURITY NUMBER		
DRIVER LICENSE NUMBER	CLASS/TYPE LICENSE	STATE <u>TN</u>	EXPIRATION DATE MO. <u> </u> DAY <u> </u> YR. <u> </u>	TELEPHONE NUMBER	
PLACE OF EMPLOYMENT <u>Taco Boy Sports Bar & Grill</u>					

VEHICLE

☐ OWNED ☐ LEASED ☐ CARRIER	NAME <u> </u>	ADDRESS <u>747 N. Campbell Station Rd.</u>				
DID UNLAWFULLY OPERATE/PARK A MOTOR VEHICLE:						
MAKE <u> </u>	MODEL <u> </u>	YEAR <u> </u>	COLOR <u> </u>	LICENSE PLATE NUMBER <u> </u>	STATE <u> </u>	YEAR <u> </u>
LOCALE <u> </u>	UPON STREET/HIGHWAY <u> </u>	S.R.# <u> </u>	TRAVEL DIR. ☐ N ☐ S ☐ E ☐ W	M.M.# <u> </u>	CITY/COUNTY <u> </u>	HIGHWAY TYPE ☐ 2-L ☐ 3-L ☐ 4-L ☐ DIV. ☐ I-RD
AREA ☐ BUSINESS ☐ SCHOOL ☐ RES. ☐ RURAL						

VIOLATION

AFORESAID DID THEN AND THERE COMMIT THE FOLLOWING OFFENSE:

☐ SPEEDING _____ MPH IN _____ SPEED LIMIT
☐ RECKLESS DRIVING ☐ IMPROPER PASSING ☐ ZONE ☐ PACING ☐ RADAR ☐ TRAFFIC CONTROL DEVICE
☐ EQUIPMENT VIOLATION - MOTORCYCLE ☐ EQUIPMENT VIOLATION - AUTOMOBILE ☐ FOLLOWING TOO CLOSELY ☐ PASSING SCHOOL BUS
☐ HANDICAPPED PARKING ☐ VIOLATION OF NOISE ORDINANCE ☐ CHILD RESTRAINT ☐ WINDOW TINT
☒ OTHER: sale of Alcohol to a Minor
T.C.A. 57-4-203 ORDINANCE:

NARRATIVE

On June 2, 2015 the defendant did serve a 12oz Budlight (bottle) beer to an underage minor (less than 21 yrs) at the Taco Boy, 747 N. Campbell Station Rd.

Booking Date: June 16, 2015 at 7:30 am at the City County Building

THE UNDERSIGNED FURTHER STATES THAT HE/SHE HAS JUST AND REASONABLE GROUNDS TO BELIEVE AND DOES BELIEVE, THAT THE PERSON NAMED ABOVE COMMITTED THE OFFENSE HEREIN SET FORTH, CONTRARY TO THE LAW.

THIS 2nd DAY OF June 2015 TIME 1747 ☐ AM ☒ PM
RANK Capt. Allen May OFFICER NAME (PRINT) BADGE/ID NO. 1719

HAVING BEEN DULY SWORN, I DO HEREBY ATTEST THAT THE ABOVE IS A TRUE AND COMPLETE COPY OF THE ORIGINAL CITATION, AND THAT THE INFORMATION CONTAINED THEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 3rd DAY OF Jun 2015
SIGNATURE OF OFFICER JUDGE/CLERK

COURT IN THE ☒ GENERAL SESSIONS COURT OF KNOX COUNTY, KNOXVILLE, TN
☐ JUVENILE COURT
ON _____ THE _____ DAY OF _____ 20____ TIME _____

KNOX COUNTY ORDINANCE CITATION
UNDERSTAND THE ABOVE CITATION, AND THAT MY SIGNATURE NOT AN ADMISSION OF GUILT.
VIOLATOR'S SIGNATURE: Guadalupe Borja Calderon - manager
OFFICER'S COPY
STATE OF TENNESSEE T.C.A. CITATION
NOTICE: FAILURE TO APPEAR IN COURT ON THE DATE ASSIGNED TO THIS CITATION OR AT THE APPROPRIATE POLICE STATION FOR BOOKING AND PROCESSING WILL RESULT IN YOUR ARREST FOR A SEPARATE CRIMINAL OFFENSE WHICH IS PUNISHABLE BY A JAIL SENTENCE OF UP TO SIX (6) MONTHS AND/OR A \$50 FINE. I UNDERSTAND THE ABOVE NOTICE, AND THAT MY SIGNATURE IS NOT AN ADMISSION OF GUILT.
DATE 6-2-15

AGENDA NUMBER V.

MEETING DATE June 25, 2015

REPORT TO THE BEER BOARD

PREPARED BY: Allison Myers, Town Recorder *AM*

SUBJECT: Hearing to address Little Joe's Pizza violation(s) of Town of Farragut Code of Ordinances § 8-201 et seq

INTRODUCTION:

The purpose of this agenda item is to address Little Joe's Pizza, 747 Campbell Station Road, violation(s) of the Town of Farragut Code of Ordinance §8-201 et seq.

DISCUSSION:

The Knox County Sheriff's Department performed a beer sting on various businesses within the Town of Farragut on June 2, 2015. During the operation, an employee of Little Joe's Pizza sold alcohol to a minor. A copy of the Knox County Citation is attached.

The Farragut Beer Board, per section 8-221, has the power to revoke or suspend Little Joe's Pizza's beer permit or per section 8-223, can offer a civil penalty as an alternative to revocation or suspension. With respect to such permittee, the beer board may, at the time it imposes a revocation or suspension, offer the permittee the alternative of paying a civil penalty not to exceed \$2,500 for each offense of making or permitting to be made any sales to minors. The permit holder shall have seven (7) days within which to pay the civil penalty before the revocation or suspension shall be imposed. If the civil penalty is not received within seven (7) days the revocation or suspension shall begin eight (8) days after the beer board hearing. If the civil penalty is paid within that time, the revocation or suspension shall be deemed withdrawn. Payment of the civil penalty in lieu of revocation or suspension by a permit holder shall be an admission by the holder of the violation so charged and shall be paid to the exclusion of any other penalty that the town may impose.

RECOMMENDATION BY:

Allison Myers, Town Recorder, for approval.

PROPOSED MOTION:

1. Motion to find Little Joe's Pizza guilty OR not guilty of the violation of selling beer to a minor.

If found guilty:

2. Motion to give a penalty of _____ for violation for selling beer to a minor at Little Joe's Pizza.

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	_____	_____	_____	_____	_____

☒ STATE OF TENNESSEE T.C.A. CITATION
☐ KNOX COUNTY ORDINANCE CITATION
COMPLAINT - AFFIDAVIT

1506020143

No. KCO- 110564

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THE UNDERSIGNED BEING DULY SWORN UPON HIS OATH DEPOSES:

NAME (FIRST) <u>Katherine</u>	(MIDDLE) <u>Elisabeth</u>	(LAST) <u>Lukefahr</u>	DATE OF BIRTH MO. <u>4</u> DAY <u>12</u> YR. <u>95</u>	RACE <u>W</u>	SEX <u>F</u>
ADDRESS <u>9321 Cameron Blvd.</u>			TN RESIDENT? ☒ YES ☐ NO		
CITY <u>Marietta</u>	STATE <u>TN</u>	ZIP CODE <u>37806</u>	SEAT BELT? ☐ YES ☒ NO		
DRIVER LICENSE NUMBER	CLASS/TYPE LICENSE <u>D</u>	STATE <u>TN</u>	SOCIAL SECURITY NUMBER		
PLACE OF EMPLOYMENT <u>Little Joe's Pizza</u>		EXPIRATION DATE MO. <u>4</u> DAY <u>12</u> YR. <u>16</u>			
		TELEPHONE NUMBER			

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☐ OWNED ☐ LEASED	NAME	ADDRESS
☐ CARRIER		
DID UNLAWFULLY OPERATE/PARK A MOTOR VEHICLE:		
MAKE	MODEL	YEAR
	COLOR	LICENSE PLATE NUMBER
	STATE	YEAR

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UPON STREET/HIGHWAY	S.R.#	TRAVEL DIR. ☐ N ☐ S ☐ E ☐ W	M.M.#	CITY/COUNTY	HIGHWAY TYPE ☐ 2-L ☐ 3-L ☐ 4-L ☐ DIV. ☐ I-RD	AREA ☐ BUSINESS ☐ SCHOOL ☐ RES. ☐ RURAL
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AFORESAID DID THEN AND THERE COMMIT THE FOLLOWING OFFENSE:

☐ SPEEDING _____ MPH IN _____ SPEED LIMIT	☐ ZONE	☐ PACING	☐ RADAR	☐ TRAFFIC CONTROL DEVICE
☐ RECKLESS DRIVING	☐ IMPROPER PASSING	☐ FOLLOWING TOO CLOSELY	☐ PASSING SCHOOL BUS	
☐ EQUIPMENT VIOLATION - MOTORCYCLE	☐ EQUIPMENT VIOLATION - AUTOMOBILE	☐ CHILD RESTRAINT	☐ WINDOW TINT	
☐ HANDICAPPED PARKING	☐ VIOLATION OF NOISE ORDINANCE	☒ OTHER: <u>sale of Alcohol to a minor</u>		
T.C.A. <u>57-4-203</u>		ORDINANCE:		

On June 2, 2015 the defendant did serve a budlight beer (cup) to an underage minor, (less than 21 yoa) at Little Joe's Pizza, 13100 Kingston Pk.

400 Main St.
Booking date: June 16, 2015 at 0730 at the City County Building

THE UNDERSIGNED FURTHER STATES THAT HE/SHE HAS JUST AND REASONABLE GROUNDS TO BELIEVE AND DOES BELIEVE, THAT THE PERSON NAMED ABOVE COMMITTED THE OFFENSE HEREIN SET FORTH, CONTRARY TO THE LAW.
THIS 2nd DAY OF June 2015 TIME 1915 ☐ AM ☒ PM
RANK Capt OFFICER NAME (PRINT) Allen M. R. 1719 BADGE/ID NO.

HAVING BEEN DULY SWORN, I DO HEREBY ATTEST THAT THE ABOVE IS A TRUE AND COMPLETE COPY OF THE ORIGINAL CITATION, AND THAT THE INFORMATION CONTAINED THEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 3rd DAY OF June 2015
[Signature] SIGNATURE OF OFFICER JUDGE/CLERK

COURT IN THE 1 GENERAL SESSIONS COURT OF KNOX COUNTY, KNOXVILLE, TN
2 JUVENILE COURT
ON _____ THE _____ DAY OF _____ 20____ TIME _____

KNOX COUNTY ORDINANCE CITATION
DERSTAND THE ABOVE CITATION, AND THAT MY SIGNATURE
OT AN ADMISSION OF GUILT.

☒ STATE OF TENNESSEE T.C.A. CITATION
NOTICE: FAILURE TO APPEAR IN COURT ON THE DATE ASSIGNED TO THIS CITATION OR AT THE APPROPRIATE POLICE STATION FOR BOOKING AND PROCESSING WILL RESULT IN YOUR ARREST FOR A SEPARATE CRIMINAL OFFENSE WHICH IS PUNISHABLE BY A JAIL SENTENCE OF UP TO SIX (6) MONTHS AND/OR A \$50 FINE. I UNDERSTAND THE ABOVE NOTICE, AND THAT MY SIGNATURE IS NOT AN ADMISSION OF GUILT.

ATOR'S SIGNATURE [Signature]
Travis Pressley - manager

6-2-15
DATE

**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 Guardrail. 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

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

AGENDA NUMBER V1.A. MEETING DATE June 25, 2015

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of an Amendment to the Farragut/Knox County Schools Education Relations Committee Charter

INTRODUCTION: The purpose of this item is to consider a proposed change to the Farragut/Knox County Schools Education Relations Committee Charter.

DISCUSSION: During the committee appointment process on June 11, 2015 a suggestion was made to reduce the number of School Relations Committee members from 7 to 5.

RECOMMENDATION BY: Allison Myers, Town Recorder, for approval.

PROPOSED MOTION: To approve a change in the number of members of the Farragut/Knox County Schools Education Relations Committee Charter from 7 to 5 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	_____	_____	_____	_____	_____



Farragut / Knox County Schools Education Relations Committee Charter

ARTICLE I: NAME

The name of this body shall be the **Farragut / Knox County Schools Education Relations Committee** (hereafter called the “committee”).

ARTICLE II: PURPOSE

The purpose of the committee shall be to provide a forum for joint discussion and collaboration on issues involving the Town and Knox County Schools. Additionally, the committee will advise the Town Staff and Board of Mayor and Aldermen on issues related to education, school infrastructure, school related policy, and other issues as directed by the elected body.

ARTICLE III: COMMITTEE

Section I. Number, Terms, Qualifications

The committee shall consist of the Town Administrator or his/her designee, and ~~seven (7)~~ five (5) at large members.

- Exclusive of the requirements of this section, the Town Administrator or his/her designee shall serve as a voting member of this committee and be responsible for providing Town Staff support to the committee as the Town Administrator deems appropriate.
- The at large members of the committee shall be appointed for a term of two (2) years except that of the at large members initially appointed upon inception of the committee, four (4) shall be appointed for two (2) years and three (3) shall be appointed for one (1) year. Appointees shall be limited to two (2) terms on this

committee. Members shall hold committee membership until a successor is appointed.

The main intent of this committee is to provide diverse review, collaboration, and recommendation on issues involving education/schools. To that end, the make-up and qualifications of the at large membership shall be diverse in background, education, and profession when possible. The at large members shall be a resident of the Town of Farragut and/or formally involved (either appointed or elected) with the Knox County School system.

Section II. Appointment

All members of the committee shall be appointed by majority vote of the governing body.

Section III. Committee Responsibilities: The Committee shall:

- a. Be subordinate to the Board of Mayor and Aldermen.
- b. Annually establish committee goals and objectives for the upcoming year.
- c. Recommend guidance, policy, and procedures to the governing body related to education, school infrastructure, and joint Town/Knox County School initiatives.
- d. Recommend a total “school funding amount” for the next year’s Annual Town Budget.
- e. Review and make a recommendation to the Board of Mayor and Aldermen on all requests for funding related to schools.
- f. Provide a verbal annual report to the Board of Mayor and Aldermen at the end of the calendar year (or as needed).
- g. Provide recommendations on appointments to the committee to the Board of Mayor and Aldermen.
- h. Annually review this charter and provide recommendations on changes to the Board of Mayor and Aldermen as appropriate.

Section IV. Attendance at Meetings

Committee members serve at the pleasure of the Board of Mayor and Aldermen. Members are expected to attend 75% of scheduled meetings. The term of any member shall expire on the third absence from committee meetings during the fiscal year. Members may seek reappointment by the Board of Mayor and Aldermen.

Section V. Disclosure of Interests

A committee member who has any interest in any matter before the committee, that member shall disclose said interest in accordance with the adopted Town Ethics Ordinance. The Chairman shall make the determination on whether that member shall have a vote in said matter.

ARTICLE IV. OFFICERS

Section I. Officers

The officers of the committee shall be a chairman, vice-chairman, and secretary.

Section II. Nomination and Election of Officers

Any member may nominate any other member of the committee (other than the Town Administrator) to serve as an officer of the committee. Officers of the committee shall be elected by majority vote of the committee. Officers shall be elected upon inception of the committee (at the 1st official meeting).

Section III. Terms of Officers

Officers of the committee shall be for a term of one (1) year commencing on July 1.

Section IV. Vacancies

A vacancy in office because of resignation, removal, or otherwise may be filled by majority vote of the committee for the unexpired portion of the term.

Section V. Chairman

The Chairman shall prepare agendas in collaboration with the Town Administrator or his/her designee, preside at all meetings of the committee in accordance with Roberts Rules of Order, call special meetings of the committee, have the authority to cancel called meetings of the committee, provide the annual report to the Board of Mayor and Aldermen, report as requested by the Board of Mayor and Aldermen, and appoint a sub-committee of the committee as needed.

Section VI. Vice Chairman

In the absence of the Chairman, the Vice Chairman shall perform the duties of the Chairman.

Section VII. Secretary

The Secretary shall record and maintain accurate records and minutes of the proceedings of the committee.

ARTICLE V. MEETINGS

Section I. Regular Meetings

The committee shall meet once a month at Town Hall with the time and date to be determined by the committee. The committee shall determine and publish the upcoming year's schedule on or around July 1.

Section II. Quorum

A quorum shall consist of a majority of the committee members present upon calling of the roll at any meeting.

Section III. Special Meetings

Special meetings may be called by the Chairperson or by simple majority of the committee. Notice of a special meeting may be served by delivering it to the committee members in person, by phone number of record, or by email of record, at least 24 hours prior to the special meeting.

Section IV. Length of Meetings

Committee meetings shall not be more than two (2) consecutive hours in duration except that a meeting may be extended by thirty (30) minute intervals by majority vote of the committee.

Section V. Procedures

All meetings shall be held in accordance with Roberts Rules of Order and the Tennessee Open Meetings Act

ARTICLE VI. AMENDMENTS

This Charter may be amended at any time by committee recommendation to the Board of Mayor and Aldermen or at the sole discretion of the Board of Mayor and Aldermen.

AGENDA NUMBER V1.B.

MEETING DATE June 25, 2015

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of Resolution R-2015-04, Declaring Certain Town Property to be Surplus Property

DISCUSSION:

The 2000 Ford F550 Bucket Truck and SMART Podium interactive displays (2) and are all in working order and have a value greater than \$100. Therefore the items meet the criteria to be surplus items. The Town will be advertising the items on Govdeals.com, an online government surplus auction site.

This resolution approval will allow for the removal if the items from the fixed asset list and advertise the sale of the items on the govdeals website.

RECOMMENDATION BY:

Allison Myers, Town Recorder

PROPOSED MOTION:

To approve Resolution R-2015-04, a resolution declaring certain town property to be surplus property.

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-2015-04

A Resolution Declaring Certain Town Property to be Surplus Property.

WHEREAS, it has been determined that the Town has no further use of certain item(s); and

WHEREAS, the Board of Mayor and Aldermen may determine that these items are surplus property; and

WHEREAS, the value, if any, is determined for the surplus property and its disposal will be for the common benefit; and

WHEREAS, at time of sale of surplus item(s), moneys, if any, will be allocated back to the appropriate department;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF FARRAGUT, TENNESSEE, does hereby surplus the following items(s):

- SMART Podium Interactive Displays (2)
- 2000 Ford F550 Bucket Truck

This Resolution is duly adopted by the Board of Mayor and Aldermen of the Town of Farragut on this 25th day of June 2015.

Ralph McGill, Mayor

Allison Myers, Town Recorder

AGENDA NUMBER VI.C.

MEETING DATE June 25, 2015

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Appointment of a two-year term, expiring June 2017, for the Farragut Board of Zoning Appeals

DISCUSSION: The purpose of this business item is to appoint a member to an unexpired two-year term on the Farragut Board of Zoning Appeals. Jesse Boling applied for the BZA during the committee appointment process.

PROPOSED MOTION: To appoint Jesse Boling to a two-year term, expiring June 2017, for the Farragut Board of Zoning Appeals.

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	_____	_____	_____	_____	_____

Allison Myers

From: noreply@civicplus.com
Sent: Thursday, April 09, 2015 10:13 AM
To: Pam Hall; Allison Myers; Jennifer Hatmaker
Subject: Online Form Submittal: Board and Committee Application Form

If you are having problems viewing this HTML email, click to view a [Text version](#).

Board and Committee Application Form

Select the Board, Commission, or Committee applying for*

Board of Zoning Appeals (BZA)

Personal Information

First Name*

Jesse

Last Name*

Boling

Address1*

11941 Raceland Way

City*

Knoxville

State*

Tennessee

Zip*

37934-6664

Home Phone Number*

8653357270

Business Phone Number*

8652887887

Occupation*

Owner - Cranberry Hollow

Email Address*

jessecboling@yahoo.com

Education

High School, Some Collage, Law Enforcement & Code Enforcement

Attach resume or additional information if desired

[]

Uploaded: Jesse Boling Resume.docx

Are you an Introduction to Farragut graduate?

[] Yes

[X] No

Why would you like to serve on a Town of Farragut Committee*

I Live In Farragut and Love This Town, Was Also Past Code Enforcement Officer and Set In On BZA Meetings For Loudon County Under Russ Newman

Organization Membership Information

Are you currently serving on other Boards, Commissions, or Committees?*

() Yes

(X)No

If yes, which
N/A

Have you served on a Board, Commission, or Committee before?*

()Yes

(X)No

If yes, which
N/A

I give my permission to the Town of Farragut to use my likeness on the web and/or Town publications. I have read and understand the Code of Ethics Ordinance and the applicable committee charter, ordinance and/or by-laws.

Name*

Jesse C. Boling

Date*

4/9/15

View the submitted form as well as any attachments that may have been uploaded here:

<http://www.townoffarragut.org/Admin/FormCenter/Submissions/Edit?id=2273&formID=34&submissionDataDisplayType=0&backURL=/Admin/FormCenter/Submissions/Index/34?categoryID=3>

The following form was submitted via your website: Board and Committee Application Form

Select the Board, Commission, or Committee applying for: Board of Zoning Appeals (BZA)

Personal Information:

First Name: Jesse

Last Name: Boling

Address1: 11941 Raceland Way

City: Knoxville

State: Tennessee

Zip: 37934-6664

Home Phone Number: 8653357270

Business Phone Number: 8652887887

Occupation: Owner - Cranberry Hollow

Email Address: jessecboling@yahoo.com

Education: High School, Some Collage, Law Enforcement & Code Enforcement

Jesse Boling

Professional Leadership

11941 Raceland Way, Knoxville, TN 37934

jessecboling@yahoo.com - 865-389-8828

I am seeking a career where my strong work experience, management, customer service strengths, technology skills and abilities in a team-oriented environment will provide a foundation for growth and career advancement.

Work Experience

Owner, Operator & General Manager

Cranberry Hollow LLC

Knoxville, TN

November 2013 to Present

- * Responsible for all daily operations of retail store
- * Perform payroll /HR program/Hiring/Dismissal/Training/Scheduling
- * Purchase merchandise from wholesale vendors such as gifts and home décor items
- * Receiving and Shipping merchandise
- * Responsible for marketing and coordinating sales events
- * Interact with employees, customers and vendors on a daily base
- * Responsible for P/L and inventory

Code Enforcement Officer

Loudon County Government

Loudon, TN

November 2012 to November 2013

- * Inspect Properties for Violations of the Loudon County Zoning Resolution Such as Junk, Debris, Trash, Tires, Illegal Dwellings, Illegal Business, Illegal Signs, Over Grown Vegetation, Erosion Control, Dilapidated Structures, Abandoned Vehicles and Much More.
- * Mail out violations to property owners, take property owners to court and issue fines.
- * Prepare agendas for both Loudon County and City of Loudon Board of Zoning and Planning Commissions.

General Manager

Ez-Stop Food Marts

Maryville, TN

October 2009 to November 2012

- * Daily operations of Mobil "On the Run" convenience store
- * Order merchandise from several vendors to retail in store
- * Inventory control and cash control
- * Managing employee's along with the scheduling and training
- * Interact with employees, customers and vendors on a daily base

General Manager

Cranberry Hollow and Buttercup Restaurant

Lenoir City, TN

May 2003 to July 2009

- * Responsible for all daily operations of both business
- * Perform payroll /HR program/Hiring/Dismissal/Training/Scheduling
- * Purchase merchandise from wholesale vendors and food service vendors
- * Receiving and Shipping of retail and restaurant items
- * Responsible for marketing and coordinating events
- * Interact with employees, clients and vendors on a daily base

Sheriff's Deputy Corrections

Loudon County Sheriff's Office

Lenoir City, TN

December 2004 to March 2007

- * Transportation of detainees from one correction facilities to another
- * Performed necessary safety protocols to ensure a safe work environment both in jail and out * Book and release processing
- * Keep daily logs and security checks
- * Data entry as required by state and local
- * Used windows, excel, word programs and basic office equipment
- * Used FBI and TBI finger print machine
- * Carried Hand Weapon, glock 22 40cal., radio to all departments in the county, chemical weapons, baton and all other law enforcement equipment needed to perform my job as necessary

Receiving and Shipping and Sales Associate

The Home Depot

Lenoir City, TN

February 2002 to December 2004

- * Started In receiving big deliveries from several vendors
- * Used forklifts, sleep sheet machine, cherry picker and other OSHA ladders
- * Sold one million dollars in power equipment while I was in charge of it
- * Provided customer care and assistance in selecting equipment
- * Navigated inter-store network for inventory search
- * Maintained inventory and stock

Education

Lenoir City High School -

Lenoir City, TN 1999 to 2003

Pellissippi State Community College -

Knoxville, TN

Skills

Sales, Management, P/L, Inventory Control, Cash Control, Team Leadership, Customer Service, Tennessee Corrections, Chemical Weapons Certification, Fire Arms Training, Storm Water Training and Code Enforcement.

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Lori Saal, Sustainability Coordinator

SUBJECT: Approval of Tennessee Department of Environment and Conservation, Clean Tennessee Energy Grant

INTRODUCTION:

In January 2015, the Town's Office of Sustainability submitted an application to the Tennessee Department of Environment and Conservation Clean Tennessee Energy Grant program. On June 15, 2015, the Town was notified that the proposed project will be funded in the amount of \$30,466.20. The proposed project is to replace all of the interior lighting at Town Hall with LED lights and install occupancy sensors in select rooms within the building.

DISCUSSION:

The current lighting in Town Hall consists of fluorescent and incandescent fixtures and bulbs. This lighting costs the Town approximately \$9,299 to operate on an annual basis. The new LED lighting is expected to reduce that cost to approximately \$3,064, an annual cost savings of \$6,235.

In addition to cost savings for the Town, this project will reduce the demand on coal-burning power plants in the East Tennessee region. Demand reduction leads to a decrease in emissions and reduces undesirable impacts to regional air, water, and land resources. The reduced emissions also provide an indirect public health benefit, which is important to sensitive populations within the region.

The total estimated project cost is \$60,932.40, half of which will be reimbursed through the grant. The simple payback for this project is estimated to be 9.8 years.

This project has been budgeted for in the FY16 budget.

RECOMMENDATION BY: Sustainability Coordinator Lori Saal for approval.

PROPOSED MOTION: To approve the Clean Tennessee Energy Grant between the Tennessee Department of Environment and Conservation and the Town of Farragut.

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	_____	_____	_____	_____	_____



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date July 1, 2015	End Date June 30, 2017	Agency Tracking # 32701-02440	Edison ID PO _____
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Grantee Legal Entity Name Town of Farragut	Edison Vendor ID 0000002697
--	---------------------------------------

Subrecipient or Contractor ☒ Subrecipient ☐ Contractor	CFDA # Grantee's fiscal year end June 30th
--	---

Service Caption (one line only) Clean Tennessee Energy Grant Program
--

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2016			\$30,466.20		\$30,466.20
TOTAL:			\$30,466.20		\$30,466.20

Grantee Selection Process Summary

☒ Competitive Selection

Applicants eligible to apply for funding from the Clean Tennessee Energy Grant Program included municipal governments, county governments, utility districts, and other entities created by statute (e.g., airport authority) in Tennessee. Applications were evaluated and grant amounts determined according to the following criteria: energy efficiency, air quality improvements, general public benefit, protection of environmental resources, and creativity/new technology.

☐ Non-competitive Selection

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Thomas W. Edv

CPO USE – GG

EDISON ID 44177

Speed Chart (optional)

EN00017611

Account Code (optional)

71302000

327.31 TVA Clean Energy Grant

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
AND
TOWN OF FARRAGUT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" or the "Grantor State Agency" and, Town of Farragut, hereinafter referred to as the "Grantee," is for the provision of Clean Tennessee Energy Grant Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000002697

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables as required, described, and detailed in this Grant Contract.
- A.2. The grantee shall purchase, install and construct an environmental energy project that shall result in the reduction of emissions and pollutants as described in the Grantee's application.
- A.3. Cleaner Alternative Energy improvements may include projects to generate energy using biomass, geothermal, solar, and wind.
- A.4. Energy Conservation improvements may include lighting; heating, ventilation, and air conditioning (HVAC); improved fuel efficiency; insulation; and idling minimization.
- A.5. Air Quality Improvement may include projects to reduce greenhouse gas (GHG), sulfur dioxide (SO₂), volatile organic compounds (VOC), nitrogen oxide (NO_x), and hazardous air pollutants (HAP).
- A.6. The Grantee shall obtain all required permits prior to commencing work on the project.
- A.7. The Grantee shall provide the State with reports on the results of the project for five (5) years after implementation. The Grantee expressly understands and agrees that the obligations set forth in this section shall survive the termination of this grant.
- A.8. The Grantee shall comply with the International Energy Conservation Code (2006 edition to present). This code is founded on principles intended to establish provisions consistent with the scope of an energy conservation code that adequately conserves energy; provisions that do not unnecessarily increase construction costs; provisions that do not restrict the use of new materials, products or methods of construction; and provisions that do not give preferential treatment to particular types of classes of materials, products or methods of construction.
- A.9. The Grantee shall enroll and engage in the Environmental Protection Agency's ENERGY STAR Portfolio Manager. The ENERGY STAR portfolio manager is an online tool that one can use to measure and track energy and water consumption as well as greenhouse gas emissions.
- A.10. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
 - a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);

- b. the State grant proposal solicitation as may be amended, if any;
- c. the Grantee's proposal (Attachment ONE) incorporated to elaborate supplementary scope of services specifications.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on July 1, 2015 ("Effective Date") and extend for a period of twenty-four (24) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Thirty Thousand Four Hundred Sixty-Six Dollars Twenty Cents (\$30,466.20) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 2 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Environment and Conservation
Kathy Glapa, Office of Sustainable Practices
William R. Snodgrass Tennessee Tower, 2nd Floor
312 Rosa L. Parks Blvd
Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Environment and Conservation, Office of Sustainable Practices.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).

- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract

(including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

- c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following documentation properly completed.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. The State will pay via ACH Credits.

- b. The Grantee shall complete, sign, and return to the State a "Substitute W-9 Form" provided by the State. The Grantee taxpayer identification number must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:
- The State:

The State:
Kathy Glapa, Office of Sustainable Practices
Department of Environment and Conservation
William R. Snodgrass Tennessee Tower, 2nd Floor
312 Rosa L. Parks Blvd
Nashville, Tennessee 37243
Kathy.glapa@tn.gov
Telephone#: (615) 253-8780
FAX#: (615) 532-0199

The Grantee:

The Honorable Ralph McGill, Mayor
Town of Farragut
11408 Municipal Center Drive
Farragut, TN 37934
ralph.mcgill@townoffarragut.org
Telephone # 865-966-7057

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER

TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with Tenn. Code Ann. §§ 10-7-404 or 10-7-702, as appropriate. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year,

the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

- D.19. **Audit Report.** When the Grantee has received seven hundred fifty thousand dollars (\$750,000.00) or more in aggregate federal and state funding for all of its programs within the Grantee's fiscal year, the Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury. The Grantee may, with the prior approval of the Comptroller of the Treasury, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. When an audit is required under this Section, the audit shall be performed in accordance with U.S. Office of Management and Budget's Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The Grantee shall be responsible for reimbursing the Tennessee Comptroller of the Treasury for any costs of an audit prepared by the Tennessee Comptroller of the Treasury.

The Grantee shall be responsible for payment of fees for an audit prepared by a licensed independent public accountant. Payment of the audit fees for the licensed independent public accountant by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. Copies of such audit reports shall be provided to the designated cognizant state agency, the Grantor State Agency, the Tennessee Comptroller of the Treasury, the Central Procurement Office, and the Commissioner of Finance and Administration.

Audit reports shall be made available to the public.

- D.20. **Procurement.** If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment or motor vehicles under this Grant Contract.

- D.21. **Strict Performance.** Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

- D.22. **Independent Contractor.** The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be

construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material provision of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.28. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.

- D.29. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.30. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.31. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

IN WITNESS WHEREOF,

TOWN OF FARRAGUT:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

ROBERT J. MARTINEAU, JR., COMMISSIONER

DATE

GRANT BUDGET				
Clean Tennessee Energy Grant Program				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: July 1, 2015 END: June 30, 2017				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	\$514.40	\$514.40
4. 15	Professional Fee, Grant & Award ²	0.00	\$16,870.00	\$16,870.00
5. 6. 7. 8. 9. 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	\$30,466.20	\$13,081.80	\$43,548.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	\$30,466.20	\$30,466.20	\$60,932.40

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy3.pdf>).

² Applicable detail follows this page if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
All 241 troffer replacement fixtures will be installed using an outside contractor. A local lighting contractor was contacted during the proposal preparation stage for an estimate on installation of these fixtures. The Town was quoted at \$70.00 per fixture.	\$16,870.00
TOTAL	\$16,870.00

CAPITAL PURCHASE	AMOUNT
A local lighting supplier was contacted for consultation on the lighting options for this project. The supplier provided the Town with a line-item quote for the products they recommended for the project. 241, LED Troffer @ \$162.00 each, 108 16 Watt LED PAR38 Flood Lamp @ \$28.00 each, 34 12 Watt LED A line Lamp @ \$18.50 each, 16, 14 Watt A line lamp @ \$23.00 each, 10 Occupancy Sensors @ \$48.50 each	\$43,548.00
TOTAL	\$43,548.00



TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION
William R Snodgrass Tennessee Tower – Office of Sustainable Practices
312 Rosa L Parks Ave, 2nd Floor, Nashville, TN 37243
EMAIL: Green.Initiatives@tn.gov

Clean Tennessee Energy Grant Program Application

(Limit only one application per entity, per location)

To be considered, applications must be submitted no later than **January 30, 2015**.

Participant Information | Please provide a description in the text boxes below for each section

Applicant Name (Organization that will enter into the Grant Agreement): Town of Farragut

Applicant is a:

- A. Municipal Government ☒
B. County Government ☐

- C. Utility District ☐
D. Other Entities created by statute ☐

List of Project Partners (if any):

N/A

List County/Countries location:

Knox

Applicant Address: 11408 Municipal Center Drive

City: Farragut Zip Code(9-Digit): 37934 - 2830

Project Location Address: 11408 Municipal Center Drive

City: Farragut Zip Code(9-Digit): 37934 - 2830

Applicant Contact (Person responsible for daily management of project):

Name: Lori Saal

Telephone: 865 - 966 - 7057

Title: Sustainability Coordinator

Federal ID: 62-1095212

E-Mail: lsaal@townoffarragut.org

Project Title: LIGHTen Farragut's Load

Project Categories

Cleaner Alternative Energy:

Biomass ☐
Geothermal ☐
Solar ☐
Wind ☐
Other ☐

Air Quality Improvement/Reduction

GHG ☐
SO₂ ☐
VOC's ☐
NO_x ☐
HAP's ☐
Other ☐

Energy Conservation:

Lighting ☒
HVAC Improvements ☐
Improved fuel efficiency ☐
Insulation ☐
Idling minimization ☐
Other ☐

Brief Project Description (No more than 500 characters): See Attached Description

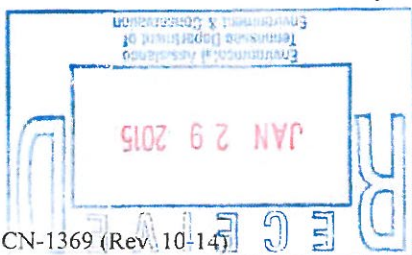
Project Funding

Grant Amount Requested: \$ 30,466.20 50 %
Match: \$ 30,466.20 50 %
TOTAL PROJECT COST \$ 60,932.40 100%

Source & Amount of Applicant's Matching Funds

General Fund: \$ 30,466.20
In-kind Services: \$ 0.00
TOTAL MATCH \$ 30,466.20

(TOTAL MATCH should equal match in project funding section)



CN-1369 (Rev. 10-14)

Continues



RDA SW-12

Grantee Information (Person responsible for communications and contact):

Name: Lori Saal Address: 11408 Municipal Center Dr., Farragut, TN 37934
 Title: Sustainability Coordinator Telephone: 865 - 966 - 7057
 E-Mail: lsaal@townoffarragut.org Fax: 865 - 671 - 7652

Federal Congressional District

Congressperson's Name: John Duncan, Jr.

District Number: 2

State Districts

Senator's Name: Richard Briggs

District Number: 7

Representative's Name: Ryan Haynes

District Number: 14

David Smoak

Authorized Signature

Title

Date

1-22-15

DAVID SMOAK

Printed Name

TOWN ADMINISTRATOR

Printed Title

Authorized Signature of Partner (if applicable)

Title

Date

Printed Name

Printed Title

When you have completed this form print and sign and make a copy for your records and return the original to the following address:

Tennessee Department of Environment and Conservation
 Office of Sustainable Practices
 Attention: Clean Tennessee Energy Grant
 William R Snodgrass Tennessee Tower
 312 Rosa L. Parks Avenue, 2nd Floor
 Nashville, TN 37243

Application Procedure:

Applicants must complete and provide the items listed below in their grant request. Details for completing the items below are provided in this grant manual.

- Clean Tennessee Energy Grant Program Application
- Project Proposal (maximum five pages)
 - Selection Criteria
 - Estimate of reductions and or air emissions
- Budget page and Budget justification





Town of Farragut Energy Conservation: LIGHTen Farragut's Load

Proposal for
Clean Tennessee Energy Grant Program

1/28/2015

EXECUTIVE SUMMARY

The Town of Farragut seeks funding from the Clean Tennessee Energy Grant Program for a capital improvement project in the Energy Conservation category. This project proposes installation of light emitting diode (LED) lighting and automated lighting controls for the interior of Town Hall, the office building that houses the majority of Town staff, meeting spaces, a community room, museum, and rental space for select Knox County offices. Indoor, overhead lighting in Town Hall currently consists of a combination of T12 fluorescent tubes and compact fluorescent and incandescent screw-in bulbs, which have no automated lighting controls in place. The improvement will utilize “green” technology to enhance energy efficiency, while addressing the issue of select lighting being phased out around the country. This project also supports the Town’s burgeoning sustainability and environmentally-minded culture, demonstrating leadership in sustainability and energy conservation initiatives in East Tennessee.

BACKGROUND

The Town of Farragut encompasses approximately 16 square miles in East Tennessee, and is located approximately 20 minutes from downtown Knoxville, TN. Incorporated in 1980, Farragut is a residential community with a population of 20,676¹. The Town has responsibilities for Parks and Recreation, Facilities Maintenance, and general operation of local municipal offices. The Town’s strategic plan emphasizes maintaining a financially sound Town providing excellent services². The electric bill for Town Hall is the second most expensive annual electric cost to the Town, following street lights. An upgrade to the interior lighting and controls in Town Hall would make a significant impact on the Town’s utility costs. This reduction in cost would allow the Town to dedicate funds to additional projects that might enhance the Farragut community.

STATEMENT OF PROBLEM

The existing lighting at Town Hall is inefficient and uncontrolled. Additionally, due to regulations stated in the Energy Policy Act of 2005, much of the lighting in place at Town Hall is being phased out³. Installation of lighting controls and LED lighting as a replacement to the more energy-intensive fluorescent and incandescent lighting currently in use will reduce the Town’s utility costs. The goals of the project are to:

- Improve energy efficiency for municipal infrastructure
- Reduce the Town’s greenhouse gas emissions
- Demonstrate LED lighting and controls technology

Funding these desired improvements in energy efficiency and conservation poses a budgetary challenge for the Town. To offset the full costs, the Town seeks matching grant funding through the Clean Tennessee Energy Grant Program. Successful implementation of this project will help the Town of Farragut achieve a strategic goal of maintaining a financially sound Town, while leading the community to a culture of higher standards of energy conservation and sustainability.

PROJECT DETAILS

The Town currently has a variety of lighting types installed at Town Hall. The majority of the lighting consists of 2’ by 4’ troffer fixtures with T12 fluorescent tube bulbs and magnetic ballasts. These fixtures are used for general lighting throughout the building. Accent lighting is dominated by compact

fluorescent (CFL) and incandescent bulbs. The building does not currently have occupancy sensors installed.

The proposed project will replace the troffer fixtures with high-performance, recessed LED luminaire fixtures. CFL and incandescent accent lighting will be replaced with LED bulbs with comparable lumen and color temperature output to existing bulbs. Occupancy sensors will be installed in meeting spaces, public restrooms, and break room/kitchen areas.

Energy Efficiency

This project focuses on improving the energy efficiency of Town operations. The existing lighting in Town Hall is inefficient, has a short lifetime and is not very durable, requiring a high level of maintenance. LED lighting technology solves these issues through a high level of energy efficiency, long life span and high durability, both of which reduce maintenance requirements⁴. Additionally, unlike fluorescent bulbs, the process of turning lights on and off throughout the day does not impact the longevity of LED bulbs⁵.

To determine the products most appropriate for the project, and the associated product costs, the Town consulted their typical lighting supplier, Kendall Electric. After several meetings to walk the property and discuss viable options, a quotation from Kendall Electric was provided⁶. A verbal estimate was received from a local installer for installation costs of the troffer fixtures. Appendix A contains tables that display data on the currently installed lighting and the proposed LED replacement options. Detailed calculations for the energy and monetary savings are located in Appendix B.

The current lighting uses 73,953 kWh of electricity. Annually, this system costs the Town \$7,395 in energy costs and \$1,904 in maintenance costs, resulting in a total cost per year of \$9,299. Town staff was consulted to determine actual maintenance costs, including parts and labor, of the current lighting system. The proposed LED system will use 27,079 kWh of electricity, and will cost the Town \$2,708 in energy costs and \$356 in maintenance costs, resulting in a total cost per year of \$3,064.

Comparing the analysis of the current system to the LED system, the LED system will save 46,874 kWh of energy per year compared to the current system and will reduce energy-related operating costs by \$4,687 per year. Combined with the reduction in maintenance costs, the Town could save a total of approximately \$6,235 annually.

General Public Benefit

The project team is anticipating this project to move forward and will be ready to implement the lighting upgrade once funding is in place. The project manager will monitor the energy and monetary savings associated with the project, which is expected to result in an immediate and significant decrease in operating costs of \$6,235 per year.

Such a reduction in costs will enable the Town to invest in improved or additional services to the Town community at large, or in additional sustainability-related projects, in order to achieve the Town's overall strategic goals.

The simple payback for this project is estimated to be 9.8 years. After 20 years, the project is expected to reduce the Town's overall energy use by 937,471 kWh with a savings accumulation of \$63,772 (Appendix C).

Creative/New Technology

By installing LED technology as an upgrade to existing T12 fluorescent, incandescent and CFL lighting, the Town will be utilizing the most current and energy efficient lighting available. Furthermore, the installation of lighting controls will produce greater energy conservation and monetary benefits than simply replacing light bulbs. The combined benefits of those upgrades make the technologies the most logical choice for improved, long-term maintenance of our facilities.

Additionally, implementation of this project will reveal the feasibility of installing LED lighting and lighting controls at other Town-operated facilities, including the Public Works facility and park facilities, which house several restrooms with T12 fluorescent lighting and no lighting controls.

According to the EPA Power Profiler⁷, the SERC Tennessee Valley region utilizes coal for 58.8% of its energy production, while only 7.5% is produced using renewable resources. Investing and implementing energy efficiency projects, such as this one, throughout the state provides encouragement for further investment in renewable resources.

Qualifications, Experience, Capabilities, and Scheduling

The Town Administrator, David Smoak, fully supports this endeavor, as demonstrated by the attached letter of support.

Project Manager: Lori Saal, Sustainability Coordinator

Lori has 8 years of professional experience in environmental project management. Prior to becoming the Town's Sustainability Coordinator, she worked on environmental and natural resources projects as an environmental consultant. She then transitioned to a research role in the Soil Biogeochemistry laboratory at North Carolina State University. Lori has managed the Town's sustainability program since April 2012 and is eager to promote sustainability initiatives that lead to improvements in the Town environment, while providing education to the community about the importance of sustainability and how to become a more sustainable society. Lori holds both B.S. and M.S. degrees.

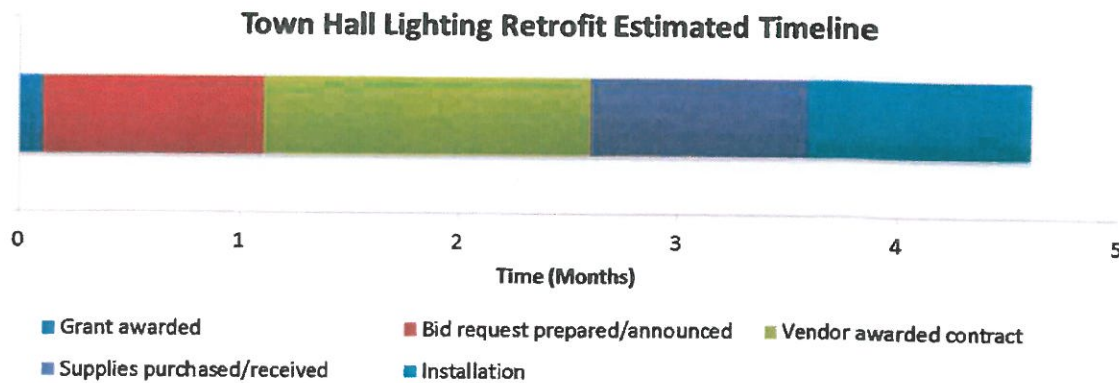
Project Team Leader: Bud McKelvey, Public Works Director

Bud has been with the Town for 28 years, and has been the Public Works Director for 20 years. As Director, he is responsible for the oversight of all buildings and parks maintenance, including the management of 21 staff members. He has been involved with several energy efficiency projects in recent years, including conversion of the Town's traffic signal lighting to LED bulbs, installation of LED parking lot lighting at a Town park, and the purchase of multiple hybrid vehicles to replace gasoline-burning fleet vehicles. Bud is very supportive of the Town's sustainability initiatives and has been a crucial partner in preparation of this project.

Project Team:

The project team will consist of Town Department of Public Works staff, the equipment supplier, and installer. The Town believes it is important to utilize companies familiar with the latest LED and lighting controls technologies. The Town sees value in utilizing local and/or Tennessee businesses, and will choose installers and equipment suppliers based on the approved Town purchasing policy.

The proposed project will include the milestones listed and follow the tentative schedule below:



For five years following project completion, the Town will provide an annual report of energy conservation including fiscal and energy savings based on the report template provided by TDEC. Fiscal and energy savings related to the project will also be captured in an annual sustainability report produced by the Town's Office of Sustainability.

Public Awareness / Exposure

If awarded, the public will be made aware of such via press releases to multiple local media resources. Additionally, promotion on active social media networks and the Town website will encourage optimal awareness of the project. Furthermore, Town Staff will be informed and educated throughout the life of the project via monthly e-newsletters, common area bulletin boards, departmental updates, one-on-one discussions, and other relevant educational opportunities.

Protection of Environmental Resources

The Town of Farragut is located in a natural resources-rich area, surrounded by numerous waterways, lakes, and nearby mountains. The East Tennessee region also contains three TVA coal-fired power plants⁸. Pollution produced by the burning of coal in the power-generation process has become more heavily regulated over the years; however, pollutant discharges still threaten the health and quality of natural resources. This project will reduce the demand on these coal-burning power plants, therefore contributing to the protection of regional air, water, and land resources and encouraging improved natural resource management.

Implementation of this project will result in an energy use reduction of 46,874 kWh of energy per year. This decrease in energy use will reduce our overall carbon emissions; however, the fuel mix and carbon intensity of the energy used will remain the same.

Utilization of existing resources will not be part of this project.

Air Quality

Farragut lies within Knox County (Knoxville region), which is a non-attainment area for 8-hr ozone and PM 2.5⁹. While sensitive populations aren't specifically targeted, they will benefit from this project due to the reduction in emissions associated with the conversion of lighting to LED. Children, the elderly, and those with lung disease are at greater risk from exposure to ozone and particulate matter. Additionally, those with heart disease experience adverse effects from exposure to airborne particulate matter¹⁰.

Ability to Leverage Funding

Funding for this project will be budgeted for in the Town's 2015-2016 General Fund.

Estimate of Reductions and/or Air Emissions

This project is not expected to have a significant impact on the amount of electricity used to perform heating and cooling on an annual basis. However, energy use will be drastically reduced resulting in considerable reductions in greenhouse gas emissions.

Based on the emissions calculations produced utilizing the EPA Power Profiler⁷, the currently installed lighting system generates 89 lbs of nitrogen oxides, 257 lbs of sulfur dioxide, and 108,706 lbs of carbon dioxide on an annual basis. The following table displays the expected annual reductions in greenhouse gas emissions following implementation of the proposed project.

NO reduction	SO ₂ reduction	CO ₂ reduction
57 lbs/yr	163 lbs/yr	68,896 lbs/yr

CONCLUSION

Implementation of this project will provide an immediate reduction in Town operating expenses while providing a future path for justification of municipal energy conservation efforts. Reducing the Town's greenhouse gas emissions and demonstrating LED lighting and controls technology will be a catalyst to investing in additional energy efficiency and renewable energy projects within the Town.

REFERENCES

- ¹ U.S. Census Bureau. Census 2010 State and County QuickFacts. (<http://quickfacts.census.gov/qfd/states/47/4725760.html>). Jan. 15, 2015.
- ² Town of Farragut, Tennessee. (2011). *Strategic Plan*.
- ³ Energy Policy Act of 2005. Pub. L. 109-58.
- ⁴ U.S. Department of Energy. *LED Basics* (http://www1.eere.energy.gov/buildings/ssl/sslbasics_ledbasics.html). Jan. 6, 2015.
- ⁵ U.S. Department of Energy. *When to Turn Off Your Lights* (<http://energy.gov/energysaver/articles/when-turn-your-lights>). Jan. 7, 2015.
- ⁶ Kendall Electric. Quote for lighting at Farragut Town Hall. Jan. 2, 2015.
- ⁷ U.S. Environmental Protection Agency. *Power Profiler*. (<http://www.epa.gov/cleanenergy/energy-and-you/how-clean.html>). Jan. 13, 2015.
- ⁸ Tennessee Valley Authority. *TVA Reservoirs and Power Plants*. (http://www.tva.gov/sites/sites_ie.htm). Jan. 14, 2015.
- ⁹ U.S. Environmental Protection Agency. *The Green Book Nonattainment Areas for Criteria Pollutants*. (<http://www.epa.gov/airquality/greenbook/>). Jan. 14, 2015.
- ¹⁰ AirNow. *Air Quality Index – A Guide to Air Quality and Your Health*. (<http://airnow.gov/index.cfm?action=aqibasics.aqi>). Jan. 14, 2015.

Dr. Ralph McGill, *Mayor*
Mary Dorothy LaMarche, *Vice-Mayor*
David Smoak, *Town Administrator*
Allison M. Myers, *Town Recorder*



Ron Honken, *Alderman*
Robert N. Markli, *Alderman*
Ron Pinchok, *Alderman*

February 23, 2015

TDEC Office of Sustainable Practices
Attn: Kathy Glapa
William R. Snodgrass TN Tower
312 Rosa L. Parks Ave, 2nd Floor
Nashville, Tennessee 37243-0446

Subject: Clean TN Energy Grant, Full Proposal Documents

Dear Ms. Glapa,

Please find enclosed the proposed two-year project timeline, as requested, for inclusion in the Town of Farragut's full proposal for the Clean Tennessee Energy Grant.

Thank you for your continued consideration of the Town's proposal.

Sincerely,

Lori Saal
Sustainability Coordinator

Brief Project Description

Town of Farragut: LIGHTen Farragut's Load

The Town of Farragut is proposing the installation of LED lighting and lighting controls in Town Hall. This project is a first step in retrofitting a building in need of many energy improvements. The project will replace 374 fluorescent and incandescent fixtures with more efficient ones and is estimated to save 46,874 kWh as well as \$6,235 per year. This reduction will decrease overall emissions by: 57 pounds of nitrogen oxides, 163 pounds of sulfur dioxide, and 68,896 pounds of carbon dioxide.

Note: This information was attached since the printed application would not allow for the full description to be displayed upon printing. The character count is 499.

Dr. Ralph McGill, *Mayor*
Mary Dorothy LaMarche, *Vice-Mayor*
David Smoak, *Town Administrator*
Allison M. Myers, *Town Recorder*



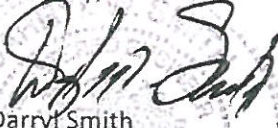
Ron Honken, *Alderman*
Robert N. Markli, *Alderman*
Ron Pinchok, *Alderman*

Subject: Letter of Certification

Date: January 21, 2015

I have reviewed the analysis, assumptions, and estimations of energy consumption contained within the Town of Farragut's proposal to the Clean Tennessee Energy Grant Program. All analysis, assumptions, and estimations contained within are of sound reasoning and approach. I concur with the estimate of expected energy consumption for both the current and LED lighting systems given the assumptions of the author.

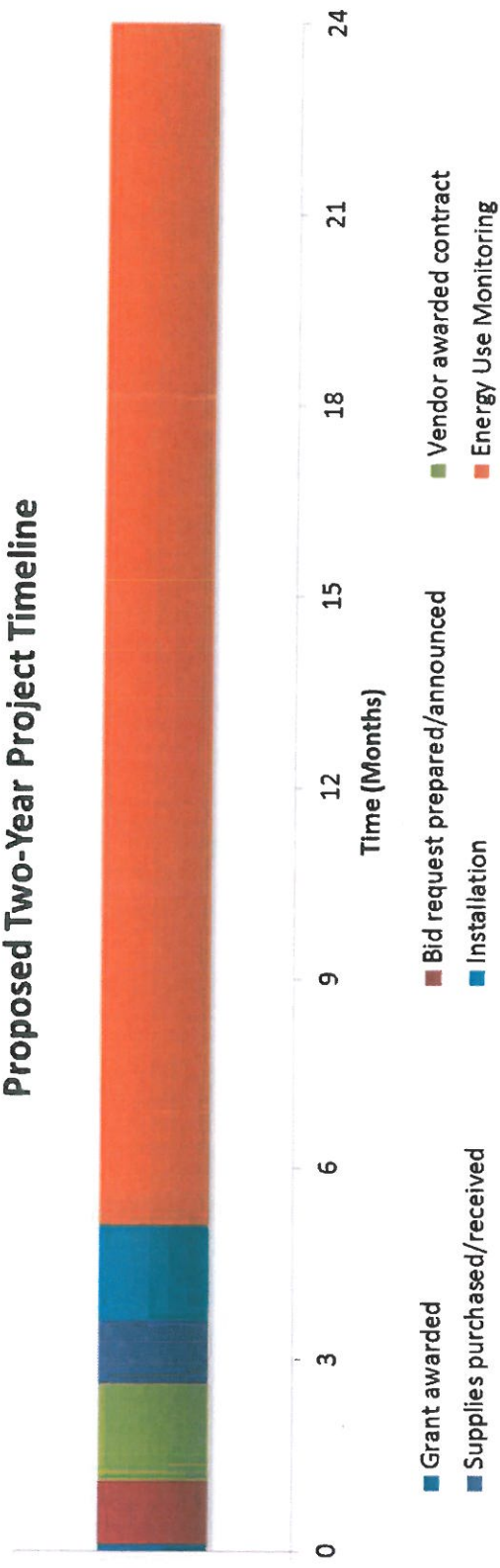
Sincerely,


Darryl Smith
Town Engineer.
1/21/15

Proposed Two-year Project Timeline

ATTACHMENT ONE

Town Hall Lighting Retrofit Proposed Two-Year Project Timeline



APPENDICES

APPENDIX A

Table displaying data on the current and proposed lighting systems.

Fixture Style	Number of Fixtures	Bulbs per Fixture	Current Bulb Type	Wattage per Fixture		Expected Operating Life	
				Current Lighting System	LED Alternative	Current Lighting System ⁺⁺	LED Alternative
Troffers	241	2-4	T12 Fluorescent tube	72-144 ⁺	49.1	28,800	144,000
Accent Lighting: Recessed	108	1	CFL	26	16	8,000	25,000
Accent Lighting: Moon Wall Scone	17	2	CFL	50	24	10,000	25,000
Accent Lighting: Rotunda Wall Scone	8	2	Incandescent	200	28	2,000	25,000

⁺ All troffer fixtures allow for 4 bulbs to be used; however, several of the fixtures are only operating with 2 or 3 bulbs. To account for this difference, the average wattage per fixture was calculated as follows for use in the energy and monetary analysis.

$$4\text{-lamp fixtures: } 165 \text{ fixtures} * 144 \frac{W}{\text{fixture}} = 23,760 W$$

$$3\text{-lamp fixtures: } 56 \text{ fixtures} * 115 \frac{W}{\text{fixture}} = 6,440 W$$

$$2\text{-lamp fixtures: } 20 \text{ fixtures} * 72 \frac{W}{\text{fixture}} = 1,440 W$$

$$\text{Average Wattage } \frac{31,640 W}{241 \text{ fixtures}} = 131 W/\text{fixture}$$

⁺⁺ Based on conversations with Town maintenance staff, the bulbs in the current lighting system fall short of their manufacturer expected operating life. This was taken into consideration when calculating maintenance costs.

APPENDIX B

Energy and Monetary Calculations

The following assumptions were made for the proposed project's energy and monetary analysis.

- Annual burn hours, **2008 hours**
 - 8 hours per day * 251 days per year (365 minus weekends and holidays) = 2008 hours
- Electricity cost per kWh, **\$0.10**, based on recent electric bills

Current System Energy and Maintenance Analysis

Annual Energy Used:

$$\text{Troffers:} \quad 241 \text{ fixtures} * 131 \frac{W}{\text{fixture}} * 2008 \frac{\text{hrs}}{\text{year}} * \frac{1 \text{ kW}}{1000W} = 63,395 \frac{\text{kWh}}{\text{yr}}$$

$$\text{Recessed:} \quad 108 \text{ fixtures} * 26 \frac{W}{\text{fixture}} * 2008 \frac{\text{hrs}}{\text{year}} * \frac{1 \text{ kW}}{1000W} = 5,638 \frac{\text{kWh}}{\text{yr}}$$

$$\text{Moon Wall Scone:} \quad 17 \text{ fixtures} * 50 \frac{W}{\text{fixture}} * 2008 \frac{\text{hrs}}{\text{year}} * \frac{1 \text{ kW}}{1000W} = 1,707 \frac{\text{kWh}}{\text{yr}}$$

$$\text{Rotunda Wall Scone} \quad 8 \text{ fixtures} * 200 \frac{W}{\text{fixture}} * 2008 \frac{\text{hr}}{\text{year}} * \frac{1 \text{ kW}}{1000W} = 3,213 \frac{\text{kWh}}{\text{yr}}$$

$$\text{Annual Energy Costs:} \quad 73,953 \frac{\text{kWh}}{\text{yr}} * \$0.10 \text{ kWh} = \$7,395$$

$$\text{Average Annual Maintenance Costs:} \quad \$1,904$$

LED System Energy and Maintenance Analysis

Initial Installation Costs (parts and labor): **\$60,932.40**

Annual Energy Used:

$$\text{Troffers:} \quad 241 \text{ fixtures} * 49.1 \frac{W}{\text{fixture}} * 2008 \frac{\text{hrs}}{\text{year}} * \frac{1 \text{ kW}}{1000W} = 23,761 \frac{\text{kWh}}{\text{yr}}$$

$$\text{Recessed:} \quad 108 \text{ fixtures} * 16 \frac{W}{\text{fixture}} * 2008 \frac{\text{hrs}}{\text{year}} * \frac{1 \text{ kW}}{1000W} = 3,470 \frac{\text{kWh}}{\text{yr}}$$

$$\text{Moon Wall Scone:} \quad 17 \text{ fixtures} * 24 \frac{W}{\text{fixture}} * 2008 \frac{\text{hrs}}{\text{year}} * \frac{1 \text{ kW}}{1000W} = 819 \frac{\text{kWh}}{\text{yr}}$$

$$\text{Rotunda Wall Scone:} \quad 8 \text{ fixtures} * 28 \frac{W}{\text{fixture}} * 2008 \frac{\text{hrs}}{\text{year}} * \frac{1 \text{ kW}}{1000W} = 450 \frac{\text{kWh}}{\text{yr}}$$

A total of 10 occupancy sensors will be installed affecting 23 troffer fixtures. Operating hours are expected to drop from 2008 hrs/yr to 750 hrs/yr. With those assumptions, the following reduction in energy use can be expected.

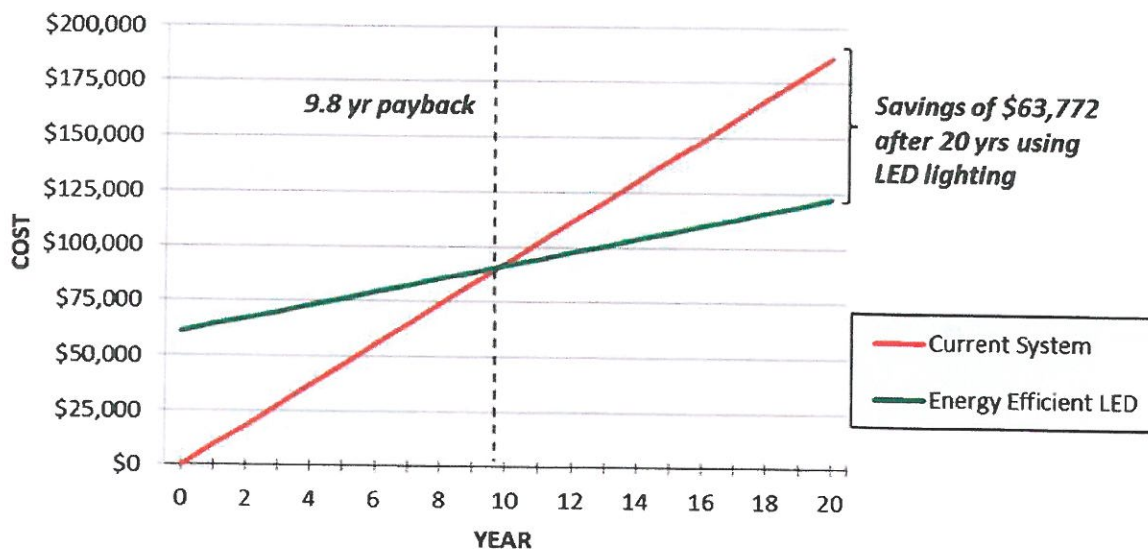
$$\text{Occupancy Sensors:} \quad -23 \text{ fixtures} * 49.1 \frac{W}{\text{fixture}} * 1258 \frac{\text{hrs}}{\text{year}} * \frac{1 \text{ kW}}{1000W} = -1,421 \frac{\text{kWh}}{\text{yr}}$$

$$\text{Annual Energy Costs:} \quad 27,079 \frac{\text{kWh}}{\text{yr}} * \$0.10 \text{ kWh} = \$2,708$$

$$\text{Average Annual Maintenance Costs:} \quad \$356$$

APPENDIX C **Payback Schedule**

Year	Cumulative Costs		<u>Cumulative Savings</u>
	Current System	Energy Efficient LED	
0	\$0	\$60,932	-\$60,932
1	\$9,299	\$63,996	-\$54,697
2	\$18,598	\$67,060	-\$48,462
3	\$27,896	\$70,123	-\$42,227
4	\$37,195	\$73,187	-\$35,992
5	\$46,494	\$76,250	-\$29,756
6	\$55,793	\$79,314	-\$23,521
7	\$65,092	\$82,377	-\$17,286
8	\$74,390	\$85,441	-\$11,051
9	\$83,689	\$88,505	-\$4,815
10	\$92,988	\$91,568	\$1,420
11	\$102,287	\$94,632	\$7,655
12	\$111,586	\$97,695	\$13,890
13	\$120,884	\$100,759	\$20,125
14	\$130,183	\$103,823	\$26,361
15	\$139,482	\$106,886	\$32,596
16	\$148,781	\$109,950	\$38,831
17	\$158,080	\$113,013	\$45,066
18	\$167,378	\$116,077	\$51,301
19	\$176,677	\$119,141	\$57,537
20	\$185,976	\$122,204	\$63,772



AGENDA NUMBER V.I.E.

MEETING DATE June 25, 2015

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl W. Smith, PE

SUBJECT: Approval of Agreement with TDOT for development of CMAQ Traffic Signal Improvement project

INTRODUCTION: The purpose of this agenda item is to consider approval of an agreement with the Tennessee Department of Transportation for development of a CMAQ funded project to optimize timing of Farragut's traffic signals.

BACKGROUND: Early last year, the Town applied for Congestion Mitigation Air Quality (CMAQ) funding for updating our signal timing at all traffic signals within the Town. We later received notice that the CMAQ funding (\$258,000) had been approved. The attached agreement from TDOT's Office of Local Programs is a standard format, outlining both TDOT's and the Town's responsibilities in development of the project. Once executed, we will work with the Local Programs office in selection of a traffic consultant and further project development. The project includes traffic counts and re-timing of all of our 24 traffic signals, along with various hardware improvements intended to better coordinate traffic movements within the Town. Once completed, the Town will be reimbursed 100% of the estimated \$258,000 cost.

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

PROPOSED MOTION: Approval of TDOT Agreement 150059 for development of CMAQ Traffic Signal Improvement Project.

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	_____	_____	_____	_____	_____



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
PROGRAM DEVELOPMENT & ADMINISTRATION DIVISION
LOCAL PROGRAMS DEVELOPMENT OFFICE
SUITE 600, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TN 37243-1402
(615) 741-5314

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

April 30, 2015

The Honorable Ralph McGill
Mayor, Town of Farragut
11408 Municipal Center Drive
Farragut, TN 37934

Re: Traffic Circulation Study-Various Streets in the Town of Farragut
Farragut, Knox County
PIN: 121945.00
Federal Project Number: STP-M-9109(169)
State Project Number: 47LPLM-F0-116
Agreement Number: 150061

Dear Mayor McGill:

I am attaching a contract providing for the development of the referenced project. Please review the contract and advise me if it requires further explanation. If you find the contract satisfactory please execute it in accordance with all rules, regulations and laws, obtain the signature of the attorney for your agency, and return the contract to me. Once the contract is fully executed, we will send a copy to you for your records.

As you are aware, TDOT will provide reviews of your work during project development. To ensure that TDOT staff schedules adequate time for your project, we are asking that you provide the dates on which you will accomplish project activities. We've listed those activities in this letter. We realize your proposed dates are tentative and subject to change. We will check with you during project development to update project information. The charges for these reviews are noted on Exhibit A of this contract as TDOT ES (for TDOT Engineering Services).

Remember that activities for which you want reimbursement cannot proceed until you receive a Notice to Proceed (NTP) from this office. For those activities please provide an estimate of the number of weeks after the receipt of the NTP you will begin the activity. For all other activities, those for which you are providing the funding, or have an NTP, please provide a month and year estimate.

If you have any questions or need any additional information, please contact Kimery Grant at 615-741-5323 or Kimery.Grant@tn.gov.

Sincerely,

Whitney Sullivan
Transportation Manager
whitney.sullivan@tn.gov

Attachment

Agreement Number: 150061
Project Identification Number: 121945.00
Federal Project Number: STP-M-9109(169)
State Project Number: 47LPLM-F0-116
State of Tennessee Department of Transportation

LOCAL AGENCY PROJECT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the Town of Farragut (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

Traffic Circulation Study-Various Streets in the Town of Farragut

A. PURPOSE OF AGREEMENT

A.1 Purpose:

- a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.

A.2 Modifications and Additions:

- a) Exhibit(s) are attached hereto and by this reference made a part hereof.

B. ACCOMPLISHMENT OF PROJECT

B.1 General Requirements:

a)

	Responsible Party	Funding Provided by Agency or Project.
Environmental Clearance by:	Agency	Project
Preliminary Engineering by:	N/A	N/A
Right-of-Way by:	N/A	N/A
Utility Coordination by:	N/A	N/A
Construction by:	N/A	N/A

- b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.
- c) A full time employee of the Agency shall supervise the herein described phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

B.2 Completion Date:

- a) The Agency agrees to complete the herein assigned phases of the Project on or before **4/30/2018**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

B.3 Environmental Regulations:

- a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.
- b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.
- c) In the event the Agency is made responsible for the Environmental Clearances in section B.1.(a) of this Agreement, then the Agency must complete environmental clearances before it begins final design and understands that a separate Notice to Proceed will be submitted for final design. Any work on final design performed ahead of this Notice to Proceed will not be reimbursable.

B.4 Plans and Specifications

- a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.
 - 1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.
- c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for

the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

B.5 Right-of-Way

- a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.
- b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.
- c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.
- d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its Contractor or agent during the Construction phase of the Project.

B.6 Approval of the Construction Phase

- a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if

the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.

- c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
- d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.
- e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

B.7 Detours

- a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

B.8 Utilities

- a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.
- b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:
 - 1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.
 - 2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

AGENDA NUMBER V1.F. MEETING DATE June 25, 2015

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl W. Smith, PE

SUBJECT: Approval of agreement with TDOT for development of Feasibility Study for Parkside Drive/Outlet Drive Connector

INTRODUCTION: The purpose of this agenda item is to consider approval of an agreement with the Tennessee Department of Transportation for development of a traffic study to determine the feasibility and benefits of a possible north-south connection between Parkside Drive and Outlet Drive.

BACKGROUND: During the early planning stages of the Parkside Drive corridor, the Town (along with the developers) considered the benefits of a north-south connection over Interstate 40/75 between Parkside Drive and Outlet Drive. At that time, consideration was mainly for an additional interchange between Campbell Station Road and Lovell Road. However, due to the amount of right of way required (along with limited interstate funding), the idea was abandoned. With Outlet Drive/Snyder Road being completed in 2010, this project is to commission a feasibility/benefits study of a north-south overpass of I-40. Staff believes this type of connection will provide motorists on Parkside Drive with easier access to the interstate and areas north of the interstate, while improving access and further development of the Outlet Drive corridor. The attached aerial photograph shows two possible locations for the connector near the Pinnacle and CarMax, though the study will also consider other locations. Once this agreement is executed, staff will work with TDOT's Office of Local Programs in the selection of a consultant to conduct the study. This project is funded with Surface Transportation Program (STP) funds on an 80/20 federal/local match. We have discussed the possibility of sharing the 20% local match with Knox County and the City of Knoxville, and both jurisdictions have verbally indicated their support of the project. Total project cost is currently estimated at \$100,000. In the event the study finds this connection to be worthy of development as a project, the Town will solicit the Knoxville Regional Transportation Planning Organization (KRTPO) for additional federal funds for the future project phases.

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

PROPOSED MOTION: Approval of TDOT Agreement 150061 for development of Traffic Circulation and Feasibility Study involving north-south connection between Parkside Drive and Outlet Drive.

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	_____	_____	_____	_____	_____



Parkside/Outlet Connector

KGIS - 606 Main St - Suite 150 - Knoxville, TN 37902 - www.kgis.org

Printed: 6/17/2015 at 3:16 PM

Disclaimer: KGIS makes no representation or warranty as to the accuracy of this map and its information nor to its fitness for use. Any user of this map product accepts the same AS IS, WITH ALL FAULTS, and assumes all responsibility for the use thereof, and further covenants and agrees to hold KGIS harmless from any and all damage, loss, or liability arising from any use of this map product.



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
PROGRAM DEVELOPMENT & ADMINISTRATION DIVISION
LOCAL PROGRAMS DEVELOPMENT OFFICE**
SUITE 600, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TN 37243-1402
(615) 741-5314

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

April 30, 2015

The Honorable Ralph McGill
Mayor, Town of Farragut
11408 Municipal Center Drive
Farragut, TN 37934

Re: Traffic Circulation Study-Variou Streets in the Town of Farragut
Farragut, Knox County
PIN: 121945.00
Federal Project Number: STP-M-9109(169)
State Project Number: 47LPLM-F0-116
Agreement Number: 150061

Dear Mayor McGill:

I am attaching a contract providing for the development of the referenced project. Please review the contract and advise me if it requires further explanation. If you find the contract satisfactory please execute it in accordance with all rules, regulations and laws, obtain the signature of the attorney for your agency, and return the contract to me. Once the contract is fully executed, we will send a copy to you for your records.

As you are aware, TDOT will provide reviews of your work during project development. To ensure that TDOT staff schedules adequate time for your project, we are asking that you provide the dates on which you will accomplish project activities. We've listed those activities in this letter. We realize your proposed dates are tentative and subject to change. We will check with you during project development to update project information. The charges for these reviews are noted on Exhibit A of this contract as TDOT ES (for TDOT Engineering Services).

Remember that activities for which you want reimbursement cannot proceed until you receive a Notice to Proceed (NTP) from this office. For those activities please provide an estimate of the number of weeks after the receipt of the NTP you will begin the activity. For all other activities, those for which you are providing the funding, or have an NTP, please provide a month and year estimate.

If you have any questions or need any additional information, please contact Kimery Grant at 615-741-5323 or Kimery.Grant@tn.gov.

Sincerely,

A handwritten signature in cursive script that reads "Whitney Sullivan".

Whitney Sullivan
Transportation Manager
whitney.sullivan@tn.gov

Attachment

Agreement Number: 150061
Project Identification Number: 121945.00
Federal Project Number: STP-M-9109(169)
State Project Number: 47LPLM-F0-116
State of Tennessee Department of Transportation

LOCAL AGENCY PROJECT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the Town of Farragut (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

Traffic Circulation Study-Variou Streets in the Town of Farragut

A. PURPOSE OF AGREEMENT

A.1 Purpose:

- a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.

A.2 Modifications and Additions:

- a) Exhibit(s) are attached hereto and by this reference made a part hereof.

B. ACCOMPLISHMENT OF PROJECT

B.1 General Requirements:

a)

	Responsible Party	Funding Provided by Agency or Project.
Environmental Clearance by:	Agency	Project
Preliminary Engineering by:	N/A	N/A
Right-of-Way by:	N/A	N/A
Utility Coordination by:	N/A	N/A
Construction by:	N/A	N/A

- b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.
- c) A full time employee of the Agency shall supervise the herein described phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

B.2 Completion Date:

- a) The Agency agrees to complete the herein assigned phases of the Project on or before **4/30/2018**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

B.3 Environmental Regulations:

- a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.
- b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.
- c) In the event the Agency is made responsible for the Environmental Clearances in section B.1.(a) of this Agreement, then the Agency must complete environmental clearances before it begins final design and understands that a separate Notice to Proceed will be submitted for final design. Any work on final design performed ahead of this Notice to Proceed will not be reimbursable.

B.4 Plans and Specifications

- a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.
 - 1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.
- c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for

the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

B.5 Right-of-Way

- a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.
- b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.
- c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.
- d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its Contractor or agent during the Construction phase of the Project.

B.6 Approval of the Construction Phase

- a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if

the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.

- c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
- d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.
- e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

B.7 Detours

- a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

B.8 Utilities

- a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.
- b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:
 - 1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.
 - 2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

B.9 Railroad

- a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

C. PAYMENT TERMS AND CONDITIONS

C.1 Total Cost:

In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A.

C.2 Eligible Costs:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

C.3 Limits on Federal and State Participation:

- a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.

- b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.
- c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

C.4 Payment Methodology:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.
- b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.
- c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

C.5 The Department's Obligations:

In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.

- a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department

to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:

1) **Misrepresentation:**

The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

2) **Litigation:**

There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;

3) **Approval by Department:**

The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

4) **Conflict of Interests:**

There has been any violation of the conflict of interest provisions contained herein in D.16; or

5) **Default:**

The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

C.6 Final Invoices:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

C.7 Offset:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon

demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

C.8 Travel Compensation

- a) If the Project provided for herein includes travel compensation, reimbursement to the Agency for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and subject to the Agreement Budget.

D. STANDARD TERMS AND CONDITIONS

D.1 Governing Law:

- a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

D.2 General Compliance with Federal, State, and Local Law:

- a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.
- b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

D.3 State Law:

- a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be

made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

D.4 Submission of the Proceedings, Agreements, and Other Documents:

- a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

D.5 Appropriations of Funds:

- a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.6 Rights and Remedies Not Waived:

- a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

D.7 Department and Agency Not Obligated to Third Parties:

- a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

D.8 Independent Contractor:

- a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting

entities and that nothing in this Agreement shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

D.9 Maintenance:

- a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then the Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.

D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

In the event that the herein-described project is funded with federal funds, the following shall apply:

- a) **DBE Policy:**

It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.

b) DBE Obligation:

The Agency and its Contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and Contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

D.11 Tennessee Department of Transportation Debarment and Suspension:

- a) In accordance with the Tennessee Department of Transportation regulations governing Contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subContractor.

D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):

a) Instructions for Certification - Primary Covered Transactions:

By signing and submitting this Agreement, the Agency is providing the certification set out below.

- 1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

- 3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
- 5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
- 6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.
- 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions:

The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- 2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
- 4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

D.13 Equal Employment Opportunity:

- a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such Contractors to

insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

D.14 Title VI – Civil Rights Act of 1964:

- a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

D.15 Americans with Disabilities Act of 1990 (ADA):

- a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

D.16 Conflicts of Interest:

- a) The Agency warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement.
- b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its Contractors to insert in each of its subcontracts, the following provision:
 - 1) "No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement."

D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):

- a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

D.18 Restrictions on Lobbying (applies to federal aid projects):

The Agency certifies, to the best of its knowledge and belief, that:

- a) No federally appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
- b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

D.19 Records:

- a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.
- b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subContractors performing work on the Project and all other records of the Agency and subContractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

- c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

D.20 Inspection:

- a) The Agency shall permit, and shall require its Contractor, subContractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.
- b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any Contractor, subContractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

D.21 Annual Report and Audit:

- a) In the event that an Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.
- b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.
- c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the

Department of Finance and Administration and shall be made available to the public.

D.22 Termination for Convenience:

- a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.23 Termination for Cause:

- a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.
- b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.
- c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

D.24 How Agreement is Affected by Provisions Being Held Invalid:

- a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

D.25 Agreement Format:

- a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

D.26 Certification Regarding Third Party Contracts:

- a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
- b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
- c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.
- d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

D.27 Amendment:

- a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

D.28 State Liability:

- a) The Department shall have no liability except as specifically provided in this Agreement.

D.29 Force Majeure:

- a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.30 Required Approvals:

- a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.31 Estimated Cost:

- a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc
- b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

D.32 Third Party Liability:

- a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

D.33 Deposits:

- a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

D.34 Department Activities:

- a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

D.35 Congestion Mitigation and Air Quality Requirement:

- a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.
 - 1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis until the funds are exhausted. Failure to follow this process may result in a loss of funds.

D.36 Investment of Public Funds:

- a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

Amount		Open to Public and Vehicular Traffic
\$1.00 - \$200,000	=	5 Years
>\$200,000 - \$500,000	=	10 Years
>\$500,000 - \$1,000,000	=	20 Years

- b) Projects over \$1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.

D.37 Federal Funding Accountability and Transparency Act:

- a) **If the Project is funded with federal funds the following shall apply:** The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government issued thereunder, including, but not limited to, 2 CFR Part 170. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

TOWN OF FARRAGUT

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: _____ Date _____ By: _____ Date _____
Ralph McGill John C. Schroer
Mayor Commissioner

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

By: _____ Date _____ By: _____ Date _____
Tom Hale John Reinbold
Attorney General Counsel

EXHIBIT "A"

AGREEMENT #: 150061**PROJECT IDENTIFICATION #:** 121945.00**FEDERAL PROJECT #:** STP-M-9109(169)**STATE PROJECT #:** 47LPLM-F0-116

PROJECT DESCRIPTION: Traffic Circulation Study-Various Streets in the Town of Farragut

CHANGE IN COST: Cost hereunder is controlled by the Surface Transportation Program funding available to or allocable to the Agency.

TYPE OF WORK: Study

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE-NEPA	L-STP	80	0	20	\$100,000.00

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds following expenditure of the most recently approved TIP cost or if the use of said federal funds is ruled ineligible at any time by the Federal Highway Administration.

TDOT ENGINEERING SERVICES (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered. The anticipated TDOT expenses include but are not necessarily limited to Construction Inspection and Material and Testing Expenses (Quality Assurance Testing).

LEGISLATIVE AUTHORITY: STP: 23 U.S.C.A, Section 133, Surface Transportation Program funds allocated or subject to allocation to the Agency.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

AGENDA NUMBER VI. G.

MEETING DATE June 25, 2015

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl W. Smith, PE

SUBJECT: Approval of agreement with TDOT for development of Greenway Project between Old Stage Road and Kingston Pike near Everett Road

INTRODUCTION: The purpose of this agenda item is to consider approval of an agreement with the Tennessee Department of Transportation for development of a greenway project that will provide a pedestrian connection from Old Stage Road (across from McFee Road) through Old Stage Hills Open Space, across private property to Kingston Pike.

BACKGROUND: This project has been discussed numerous times over the last several years, as it would provide a pedestrian connection from the Old Stage/McFee Road area northward to Kingston Pike. The greenway would extend across HOA owned property in Old Stage Hills, across the rear portion of private lots to Kingston Pike, where the greenway could extend through the western barrel of the box bridge over Little Turkey Creek. Once on the northern side of Kingston Pike, the greenway would extend to the west, climbing the existing roadway bank to the existing sidewalk on the north side of Kingston Pike (please see attached aerial photograph).

The attached agreement from TDOT's Office of Local Programs Development is a standard format, outlining both TDOT's and the Town's responsibilities in development of the project. Once executed, we will work with the Local Programs office in selection of a consultant to determine the best route and create right of way and construction plans. This project is currently funded through the Knoxville Regional Transportation Planning Organization with Surface Transportation Program (STP) funds, with an 80/20 federal/local cost share. The attached Exhibit "A" provides for \$550,000 in total funding.

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

PROPOSED MOTION: Approval of TDOT Agreement 150014 for development of a greenway extension project between Old Stage Road and Kingston Pike near Everett Road.

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	_____	_____	_____	_____	_____



KGIS Copyright - 2015

0 400 Feet

Old Stage to Kingston Pike Greenway

KGIS - 606 Main St - Suite 150 - Knoxville, TN 37902 - www.kgis.org

Printed: 6/17/2015 at 3:20 PM

Disclaimer: KGIS makes no representation or warranty as to the accuracy of this map and its information nor to its fitness for use. Any user of this map product accepts the same AS IS, WITH ALL FAULTS, and assumes all responsibility for the use thereof, and further covenants and agrees to hold KGIS harmless from any and all damage, loss, or liability arising from any use of this map product.



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
PROGRAM DEVELOPMENT & ADMINISTRATION DIVISION
LOCAL PROGRAMS DEVELOPMENT OFFICE
SUITE 600, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TN 37243-1402
(615) 741-5314

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

April 15, 2015

The Honorable Ralph McGill
Mayor, Town of Farragut
11408 Municipal Center Drive
Farragut, TN 37934

Re: Old Stage Rd. to Kingston Pk. near Everett Rd.
Farragut, Knox County
PIN: 121726.00
Federal Project Number: STP-M-4700(59)
State Project Number: 47LPLM-F3-114
Agreement Number: 150014

Dear Mayor McGill:

I am attaching a contract providing for the development of the referenced project. Please review the contract and advise me if it requires further explanation. If you find the contract satisfactory please execute it in accordance with all rules, regulations and laws, obtain the signature of the attorney for your agency, and return the contract to me. Once the contract is fully executed, we will send a copy to you for your records.

As you are aware, TDOT will provide reviews of your work during project development. To ensure that TDOT staff schedules adequate time for your project, we are asking that you provide the dates on which you will accomplish project activities. We've listed those activities in this letter. We realize your proposed dates are tentative and subject to change. We will check with you during project development to update project information. The charges for these reviews are noted on Exhibit A of this contract as TDOT ES (for TDOT Engineering Services).

Remember that activities for which you want reimbursement cannot proceed until you receive a Notice to Proceed (NTP) from this office. For those activities please provide an estimate of the number of weeks after the receipt of the NTP you will begin the activity. For all other activities, those for which you are providing the funding, or have an NTP, please provide a month and year estimate.

If you have any questions or need any additional information, please contact Kimery Grant at 615-741-5323 or Kimery.Grant@tn.gov.

Sincerely,

Whitney Sullivan
Transportation Manager
whitney.sullivan@tn.gov

Attachment

Receive NTP for Environmental document Preliminary Engineering	
Advertise for consultant engineering services	___/___
Verify that consultant is on TDOT pre-approved list	___/___
Select consultant	___/___
Hold public involvement meeting	___/___
Submit environmental document to TDOT for review	___/___
Receive NTP for Preliminary Engineering Final Design Plans	
Hold Design Meeting	___/___
Submit Final Design plans/Design Certification Letter to TDOT	___/___
Submit ROW, Utility and Railroad Estimates to TDOT	___/___
Submit Approved Final Design plans to TDOT permits for Review	___/___
TDOT ROW Manager advises that the Right of Way Process can begin	
Submit Utility Certification/Plans to TDOT utilities for Review	___/___
TDOT ROW Manager advises that the ROW can now be certified	
Submit Construction Estimate to TDOT	___/___
Submit Bid Book/advertisement to TDOT for approval	___/___
Receive Construction Notice to Proceed	
Advertise project for bid	___/___
Open bids	___/___
Submit Bid Tabs to TDOT for Approval of bid	___/___
Award Project	___/___
Hold Pre-Construction Conference	___/___

Agreement Number: 150014
Project Identification Number: 121726.00
Federal Project Number: STP-M-4700(59)
State Project Number: 47LPLM-F3-114
State of Tennessee Department of Transportation

LOCAL AGENCY PROJECT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the Town of Farragut (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

Old Stage Rd./Kingston Pk. Greenway Connector

A. PURPOSE OF AGREEMENT

A.1 Purpose:

- a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.

A.2 Modifications and Additions:

- a) Exhibit(s) are attached hereto and by this reference made a part hereof.

Cc: Paul Degges
Jim Moore
Whitney Sullivan
Kip Mayton
Steve Borden
Daniel Oliver
Amanda Snowden
Ronnie Porter
Rosalind Jones
E-file

Bcc: File

B. ACCOMPLISHMENT OF PROJECT

B.1 General Requirements:

a)

	Responsible Party	Funding Provided by Agency or Project.
Environmental Clearance by:	Agency	Project
Preliminary Engineering by:	Agency	Project
Right-of-Way by:	Agency	Project
Utility Coordination by:	Agency	Project
Construction by:	Agency	Project

- b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.
- c) A full time employee of the Agency shall supervise the herein described phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

B.2 Completion Date:

- a) The Agency agrees to complete the herein assigned phases of the Project on or before **4/30/2020**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

B.3 Environmental Regulations:

- a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.
- b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.
- c) In the event the Agency is made responsible for the Environmental Clearances in section B.1.(a) of this Agreement, then the Agency must complete environmental clearances before it begins final design and understands that a separate Notice to Proceed will be submitted for final design. Any work on final design performed ahead of this Notice to Proceed will not be reimbursable.

B.4 Plans and Specifications

- a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.
 - 1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.
- c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for

the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

B.5 Right-of-Way

- a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.
- b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.
- c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.
- d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its Contractor or agent during the Construction phase of the Project.

B.6 Approval of the Construction Phase

- a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if

the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.

- c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
- d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.
- e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

B.7 Detours

- a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

B.8 Utilities

- a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.
- b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:
 - 1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.
 - 2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

B.9 Railroad

- a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

C. PAYMENT TERMS AND CONDITIONS

C.1 Total Cost:

In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A.

C.2 Eligible Costs:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

C.3 Limits on Federal and State Participation:

- a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.

- b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.
- c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

C.4 Payment Methodology:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.
- b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.
- c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

C.5 The Department's Obligations:

In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.

- a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department

to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:

1) **Misrepresentation:**

The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

2) **Litigation:**

There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;

3) **Approval by Department:**

The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

4) **Conflict of Interests:**

There has been any violation of the conflict of interest provisions contained herein in D.16; or

5) **Default:**

The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

C.6 Final Invoices:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

C.7 Offset:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon

demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

C.8 Travel Compensation

- a) If the Project provided for herein includes travel compensation, reimbursement to the Agency for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and subject to the Agreement Budget.

D. STANDARD TERMS AND CONDITIONS

D.1 Governing Law:

- a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

D.2 General Compliance with Federal, State, and Local Law:

- a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.
- b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

D.3 State Law:

- a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be

made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

D.4 Submission of the Proceedings, Agreements, and Other Documents:

- a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

D.5 Appropriations of Funds:

- a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.6 Rights and Remedies Not Waived:

- a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

D.7 Department and Agency Not Obligated to Third Parties:

- a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

D.8 Independent Contractor:

- a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting

entities and that nothing in this Agreement shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

D.9 Maintenance:

- a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then the Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.

D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

In the event that the herein-described project is funded with federal funds, the following shall apply:

- a) **DBE Policy:**

It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.

b) **DBE Obligation:**

The Agency and its Contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and Contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

D.11 Tennessee Department of Transportation Debarment and Suspension:

- a) In accordance with the Tennessee Department of Transportation regulations governing Contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subContractor.

D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):

a) **Instructions for Certification - Primary Covered Transactions:**

By signing and submitting this Agreement, the Agency is providing the certification set out below.

- 1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

- 3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
- 5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
- 6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.
- 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions:

The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- 2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
- 4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

D.13 Equal Employment Opportunity:

- a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such Contractors to

insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

D.14 Title VI – Civil Rights Act of 1964:

- a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

D.15 Americans with Disabilities Act of 1990 (ADA):

- a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

D.16 Conflicts of Interest:

- a) The Agency warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement.
- b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its Contractors to insert in each of its subcontracts, the following provision:
 - 1) "No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement."

D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):

- a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

D.18 Restrictions on Lobbying (applies to federal aid projects):

The Agency certifies, to the best of its knowledge and belief, that:

- a) No federally appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
- b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

D.19 Records:

- a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.
- b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subContractors performing work on the Project and all other records of the Agency and subContractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

- c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

D.20 Inspection:

- a) The Agency shall permit, and shall require its Contractor, subContractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.
- b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any Contractor, subContractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

D.21 Annual Report and Audit:

- a) In the event that an Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.
- b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.
- c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the

Department of Finance and Administration and shall be made available to the public.

D.22 Termination for Convenience:

- a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.23 Termination for Cause:

- a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.
- b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.
- c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

D.24 How Agreement is Affected by Provisions Being Held Invalid:

- a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

D.25 Agreement Format:

- a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

D.26 Certification Regarding Third Party Contracts:

- a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
- b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
- c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.
- d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

D.27 Amendment:

- a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

D.28 State Liability:

- a) The Department shall have no liability except as specifically provided in this Agreement.

D.29 Force Majeure:

- a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.30 Required Approvals:

- a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.31 Estimated Cost:

- a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc
- b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

D.32 Third Party Liability:

- a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

D.33 Deposits:

- a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

D.34 Department Activities:

- a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

D.35 Congestion Mitigation and Air Quality Requirement:

- a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.
 - 1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis until the funds are exhausted. Failure to follow this process may result in a loss of funds.

D.36 Investment of Public Funds:

- a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

Amount		Open to Public and Vehicular Traffic
\$1.00 - \$200,000	=	5 Years
>\$200,000 - \$500,000	=	10 Years
>\$500,000 - \$1,000,000	=	20 Years

- b) Projects over \$1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.

D.37 Federal Funding Accountability and Transparency Act:

- a) **If the Project is funded with federal funds the following shall apply:** The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government issued thereunder, including, but not limited to, 2 CFR Part 170. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

TOWN OF FARRAGUT

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: _____ Date _____ By: _____ Date _____
Ralph McGill John C. Schroer
Mayor Commissioner

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

By: _____ Date _____ By: _____ Date _____
Tom Hale John Reinbold
Attorney General Counsel

EXHIBIT "A"

AGREEMENT NUMBER: 150014

PROJECT IDENTIFICATION NUMBER: 121726.00

FEDERAL PROJECT NUMBER: STP-M-4700(59)

STATE PROJECT NUMBER: 47LPLM-F3-114

PROJECT DESCRIPTION: OLD STAGE RD./KINGSTON PK. GREENWAY CONNECTOR - CONSTRUCTION OF AN 8 FOOT ASPHALT GREENWAY FROM THE NORTH SIDE OF KINGSTON PK. NEAR EVERETT RD., UNDER EXISTING KINGSTON PK. BRIDGE OVER LITTLE TURKEY CREEK TO WAY STATION TRAIL, JUST NORTH OF ITS TERMINUS NEAR OLD STAGE RD.

CHANGE IN COST: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

TYPE OF WORK: NEW CONSTRUCTION

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE-NEPA	L-STP	80	0	20	\$8,000.00
PE-DESIGN	L-STP	80	0	20	\$32,000.00
RIGHT-OF-WAY	L-STP	80	0	20	\$290,000.00
CONSTRUCTION	L-STP	80	0	20	\$217,800.00
TDOT ES	L-STP	80	0	20	\$2,200.00

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds following expenditure of the most recently approved TIP cost or if the use of said federal funds is ruled ineligible at any time by the Federal Highway Administration.

TDOT ENGINEERING SERVICES (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered. The anticipated TDOT expenses include but are not necessarily limited to Construction Inspection and Material and Testing Expenses (Quality Assurance Testing).

LEGISLATIVE AUTHORITY: STP: 23 U.S.C.A, Section 133, Surface Transportation Program funds allocated or subject to allocation to the Agency.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

AGENDA NUMBER VI. H.

MEETING DATE June 25, 2015

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: David Smoak, Town Administrator 

SUBJECT: Approval of Hourly Rates for the Town Attorney

INTRODUCTION: The purpose of this agenda item is to consider approval of the hourly rates for the Town Attorney

BACKGROUND: The Board of Mayor and Aldermen appointed the Kramer Rayson law firm and attorney David Rodgers the first town attorney in 1980. When Mr. Rodgers retired around 1998, the Board appointed Tom Hale with the Kramer Rayson law firm as the town attorney, and he has been in that position since that time.

DISCUSSION: The hourly rates for the town attorney were last adjusted in 2006 at the current rate of \$200/hour for partners, \$175/hour for senior associates and \$140/hour for junior associates. Mr. Hale is requesting that those fees be adjusted to \$235/hour for partners, \$180/hour for senior associates and \$165/hour for junior associates starting with our new fiscal year on July 1, 2015. The proposed rates represent a discount from the \$285/hour the firm typically charges for partners. An explanation for these rate adjustments is attached for your review.

FINANCIAL SECTION: The FY2016 budget was approved with a total amount of \$160,000 budgeted for legal services. It is anticipated that the approved budget amount will be able to absorb the increase in hourly rates for FY2016.

RECOMMENDATION BY: Town Administrator David Smoak for approval.

PROPOSED MOTION: To approve the hourly rates for the town attorney as attached.

BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

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

KRAMER RAYSON LLP
— ATTORNEYS AT LAW —

JOHN T. JOHNSON, JR.
WARREN L. GOOCH
WAYNE R. KRAMER
EDWARD G. PHILLIPS
THOMAS M. HALE
JACKSON G. KRAMER
BEECHER A. BARTLETT, JR.
ROBERT W. KNOLTON
JOHN C. BURGIN, JR.
CHARLES M. FINN
ROBERT A. CRAWFORD
JOHN E. WINTERS
ROBERT L. BOWMAN
STEVEN E. KRAMER
SHANNON COLEMAN EGLE
KATE E. TUCKER
BETSY J. BECK
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GEORGE R. ARRAJTS, JR.
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R.R. KRAMER (1888-1966)

June 18, 2015

Farragut Board of Mayor and Aldermen
Town of Farragut
11408 Municipal Center Drive
Farragut, Tennessee 37934

Dear Members of the Board:

Our firm has enjoyed and takes pride in the association it has had with the Town of Farragut since David Rodgers assisted the Town's founders to take the steps necessary for the formation of the Town as a statutory municipality under Tennessee law. It has been a particular pleasure for me to do the interesting legal work serving as the Town Attorney for, I believe, the past seventeen years.

I am writing to request your consideration and approval of an increase in the hourly rate that the firm is compensated for the work of its partners for the Town. The hourly rate was last increased to \$200 per hour in 2006.

The practice of our firm is to periodically review our rates, taking into account the local market for lawyers with comparable experience and doing work of similar complexity, as well as general cost increases related to our operating overhead. As has been the case for all of us, we experience such cost increases annually, but endeavor to minimize the impact of those increases by employing more efficient ways of running our office. However, costs such as personnel, benefits and office rent are in large measure beyond our control. In light of these factors, I am requesting an increase in the firm's rates for the coming fiscal year as follows:

Partners	\$235
Senior associates	\$180
Junior associates	\$165

As has historically been the case, you will find that the requested rates are well within the rates charged by lawyers with comparable experience in the Knoxville market. For informational purposes, I am providing herewith hourly rate information from *The 2013 Survey of Law Firm Economics* ("Survey") prepared and published by ALM Legal Intelligence, a

Farragut Board of Mayor and Aldermen
June 18, 2015
Page 2

national law firm consulting group. I have selected from the *Survey* information that is as comparable as possible to our geographic area, area of specialty, population size and level of experience. Please note that Tennessee is included in the east south central region along with Kentucky, Alabama and Mississippi.

I have highlighted what seemed to me to be the relevant portions of the attached information. I think it is fair to say that, on average, rates in the Knoxville market and those normally charged by our firm are generally lower than what are reflected in the *Survey*; however, those normal rates are higher than the rates we are proposing to charge the Town.

There are some tasks that I believe are more economically handled by an attorney with less experience, and I have tried and will continue to try to use such lawyers where I think it is appropriate; however, a portion of the work the firm did at one time, work that I consider more routine, is now being handled internally by Town staff. Thus, there is less opportunity to make assignments to our less experienced attorneys.

In addition to our fees, as has been our past practice, we will expect payment for disbursements and other charges such as court costs, court reporter fees, travel expenses, including mileage, expert fees and the like. We do not charge for copying, except in the case of large copy jobs related to responding to discovery requests or obtaining discovery in litigation matters, nor do we charge for long-distance telephone calls, unless it involves a multi-party conference call requiring special arrangements. We understand that we are authorized to incur all reasonable costs. We always discuss with Town staff our desire to retain consultants or experts prior to engaging such individuals.

Except during months where there are very minor amounts of time spent or expenses incurred, each month we will furnish you with a statement describing our services rendered and separately showing disbursements and other charges in a format and with such detail as you and we may agree. There often is an unavoidable delay in reporting disbursements and other charges, and therefore not all disbursements and charges may be billed at the same time as the related legal services.

We endeavor to do things the right way and in a quality manner. We rely upon our clients to let us know when they have issues or problems with the way in which we are handling their work. As always, I consider it a personal favor for any member of the Board to raise with me any issues that you or the staff ever have concerning any aspect of our work.

Thank you for considering this request. Feel free to call me if you have any questions.

Yours truly,



Thomas M. Hale

TMH/pm
cc: Mr. David Smoak

INDIVIDUAL NON-LITIGATION SPECIALTIES BY YEARS OF LEGAL EXPERIENCE
STANDARD HOURLY BILLING RATES
As of January 1, 2013

Specialty/Years of Experience	2013178	Number of Offices	RATE					Ninth Decile \$
			Number of Lawyers	Average \$	Lower Quartile \$	Median \$	Upper Quartile \$	
Other Non-litigation	4 or 5 Years	--	7	217	--	--	--	--
	8 to 10 Years	225	11	294	--	295	--	--
	11 to 15 Years	--	22	351	288	323	430	492
	16 to 20 Years	--	15	331	--	325	--	--
	21 to 30 Years	--	16	421	--	428	--	--
	31 or More Years	--	33	418	300	420	517	621
	Under 2 Years	--	27	193	175	185	230	233
Multiple Non-litigation	2 or 3 Years	--	18	206	179	215	225	242
	4 or 5 Years	--	18	213	189	210	231	275
	6 or 7 Years	--	22	244	199	238	275	346
	8 to 10 Years	--	23	265	210	255	295	338
	11 to 15 Years	--	25	316	250	295	388	426
	16 to 20 Years	--	34	324	255	295	403	428
	21 to 30 Years	--	62	367	275	345	451	500
	31 or More Years	--	84	376	301	358	439	525

INDIVIDUAL LITIGATION SPECIALTIES BY YEARS OF LEGAL EXPERIENCE
STANDARD HOURLY BILLING RATES
As of January 1, 2013

As of January 1, 2013

Specialty/Years of Experience	2013178	Number of Offices	RATE					
			Number of Lawyers	Average \$	Lower Quartile \$	Median \$	Upper Quartile \$	Ninth Decile \$
Other Litigation	11 to 15 Years	--	63	329	270	325	400	420
	16 to 20 Years	--	52	357	300	348	418	454
	21 to 30 Years	--	95	375	310	380	440	481
	31 or More Years	--	65	409	350	425	470	500
Multiple Litigation	Under 2 Years	--	48	191	165	175	211	239
	2 or 3 Years	--	96	212	183	200	240	265
	4 or 5 Years	175	81	229	190	215	250	325
	6 or 7 Years	--	79	251	220	250	275	300
	8 to 10 Years	195	106	279	234	270	310	380
	11 to 15 Years	--	130	318	265	303	351	434
	16 to 20 Years	--	126	335	285	325	375	436
	21 to 30 Years	--	194	374	300	370	425	513
	31 or More Years	225	220	409	331	400	468	575

INDIVIDUAL NON-SPECIALISTS
STANDARD HOURLY BILLING RATES
As of January 1, 2013

Specialty/Status		2013178	Number of Offices	RATE					
				Number of Lawyers	Average \$	Lower Quartile \$	Median \$	Upper Quartile \$	Ninth Decile \$
Generalist	Partner/Shareholder-Equity/Non-Equity	--	16	65	360	250	295	455	529
	Associate/Staff Lawyer	--	12	41	257	195	225	320	370

INDIVIDUAL NON-SPECIALISTS BY YEARS OF LEGAL EXPERIENCE
STANDARD HOURLY BILLING RATES
As of January 1, 2013

Specialty/Years of Experience	2013178	Number of Offices	Number of Lawyers	RATE					Ninth Decile \$
				Average \$	Lower Quartile \$	Median \$	Upper Quartile \$		
Generalist	Under 2 Years	--	4	--	--	--	--	--	
	2 or 3 Years	--	10	222	--	--	--	--	
	4 or 5 Years	--	11	255	--	230	--	--	
	6 or 7 Years	--	10	298	--	--	--	--	
	8 to 10 Years	--	9	282	--	--	--	--	
	11 to 15 Years	--	16	300	--	263	--	--	
	16 to 20 Years	--	11	392	--	455	--	--	
	21 to 30 Years	--	17	358	275	290	510	560	
	31 or More Years	--	18	411	294	365	556	666	

**REGION
STANDARD HOURLY BILLING RATES
As of January 1, 2013**

Region/Status	2013178	Number of Offices	RATE					
			Number of Lawyers	Average \$	Lower Quartile \$	Median \$	Upper Quartile \$	Ninth Decile \$
New England								
Middle Atlantic								
South Atlantic								
East South Central								
West South Central								
East North Central								
West North Central								

KY
TN
AL
MS

**REGION BY YEARS OF LEGAL EXPERIENCE
STANDARD HOURLY BILLING RATES
As of January 1, 2013**

AS of January 1, 2013

Region/Years of Experience	2013178	Number of Offices	RATE					
			Number of Lawyers	Average \$	Lower Quartile \$	Median \$	Upper Quartile \$	Ninth Decile \$
East South Central	Under 2 Years	4	19	--	--	--	--	--
	2 or 3 Years	--	4	25	--	--	--	--
	4 or 5 Years	175	7	20	193	175	190	200
	6 or 7 Years	--	4	26	--	--	--	--
	8 to 10 Years	207	7	41	229	200	234	253
	11 to 15 Years	225	6	45	256	235	275	293
	16 to 20 Years	225	7	43	281	235	275	310
	21 to 30 Years	232	7	68	296	251	295	340
	31 or More Years	227	7	102	324	250	325	400
	443							
West South Central	Under 2 Years	--	15	66	214	175	225	238
	2 or 3 Years	--	15	84	236	205	245	255
	4 or 5 Years	--	16	87	253	210	245	285
	6 or 7 Years	--	17	83	274	240	275	310
	8 to 10 Years	--	16	84	297	250	295	335
	11 to 15 Years	--	15	120	342	285	330	400
	16 to 20 Years	--	17	130	358	290	348	403
	21 to 30 Years	--	17	229	377	315	375	435
	31 or More Years	--	15	227	406	325	415	465
	550							
East North Central	Under 2 Years	--	20	66	197	175	190	226
	2 or 3 Years	--	21	87	217	184	210	260
	4 or 5 Years	--	20	88	248	210	233	295
	6 or 7 Years	--	21	87	255	210	250	290
	8 to 10 Years	--	23	123	282	224	275	360
	11 to 15 Years	--	23	181	312	260	305	378
	16 to 20 Years	--	21	152	346	270	328	430
	21 to 30 Years	--	23	271	352	285	340	425
	31 or More Years	--	24	292	375	310	365	440
	490							

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Ordinance 15-07, on second 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 second 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	_____	_____	_____	_____	_____

ORDINANCE:	15-07
PREPARED BY:	Shipley
REQUESTED BY:	Homestead Land Holdings, LLC
CERTIFIED BY FMPC:	May 21, 2015
PUBLIC HEARING:	_____
PUBLISHED IN:	_____
DATE:	_____
1ST READING:	_____
2ND READING:	_____
PUBLISHED IN:	_____
DATE:	_____

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE, ORDINANCE 86-16, AS AMENDED, PURSUANT TO SECTION 13-4-201, TENNESSEE CODE ANNOTATED.

BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, that the Farragut Zoning Ordinance, Ordinance 86-16, as amended, is hereby amended as follows:

SECTION 1.

The Farragut Zoning Ordinance, Ordinance 86-16, as amended, is hereby amended by rezoning a portion of Parcel 104, Tax Map 141, located at 421 Everett Road, northwest of the Smith Road and Everett Road intersection, approximately 15.385 acres, from R-1 (Rural Single-Family Residential District) to R-1 And OSR (Rural Single-Family Residential and Open Space Residential Overlay) (Exhibit A)

SECTION 2.

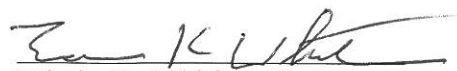
This ordinance shall take effect from and after its final passage and publication, the public welfare requiring it.

Dr. Ralph McGill, Mayor

Allison Myers, Town Recorder

Certified to the Farragut Board of Mayor and Aldermen this ____ day of _____, 2015, with approval recommended.


Ed St. Clair, Vice-Chairman


Edwin K. Whiting, Secretary

FARRAGUT MUNICIPAL PLANNING COMMISSION

Town of

Farragut

Ordinance 15-07
Exhibit A

Rezone

A portion of Parcel 104, Tax Map 141
From R-1, Rural Single-
Family Residential

To

R-1/OSR, Rural Single-
Family Residential and Open
Space Residential Overlay

Legend

Streets

Subject Property

Parcels

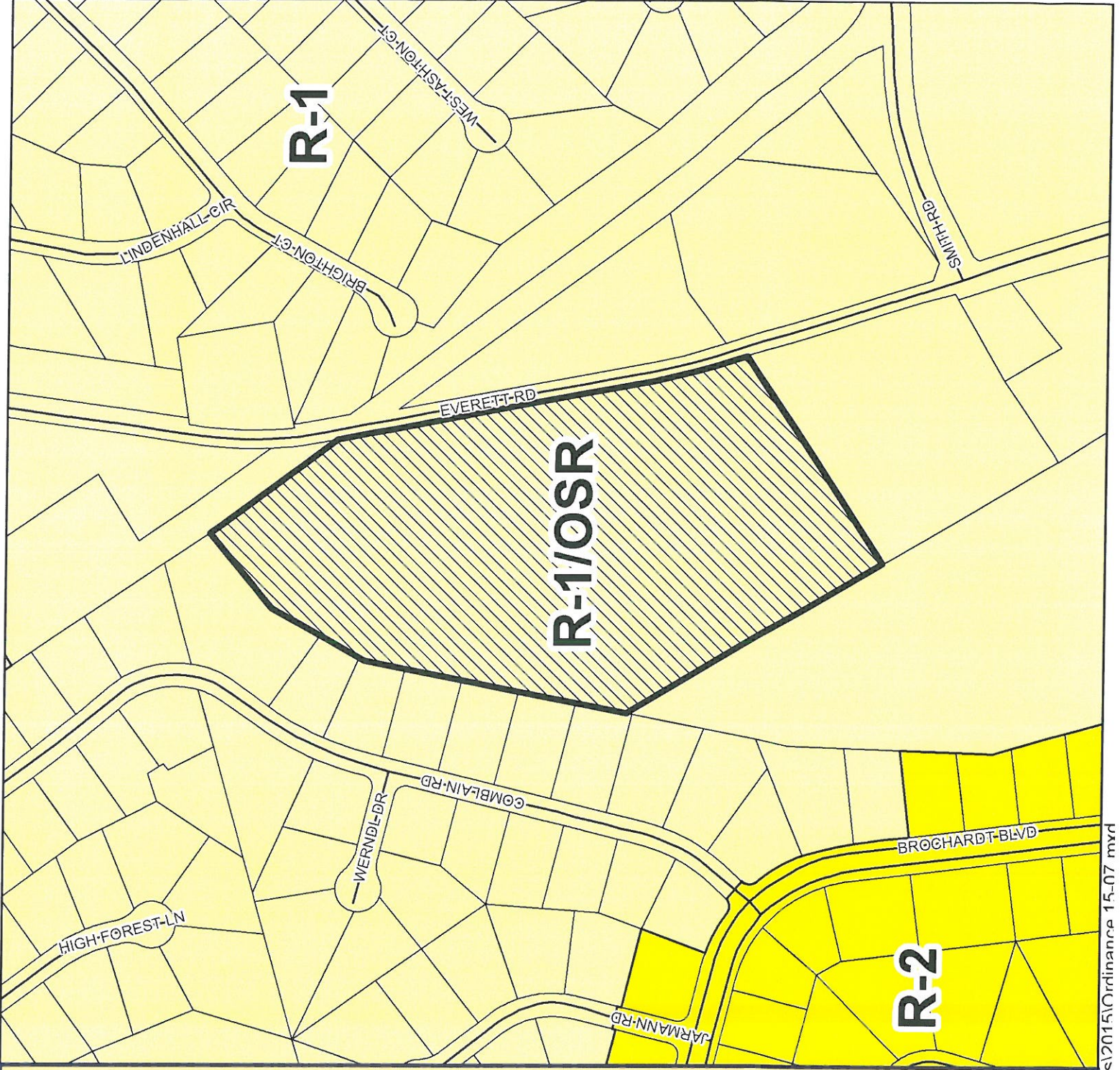
R-1, Rural Single-Family Residential

R-2, General Single-Family Residential

OSR, Open Space Residential Overlay



1 in = 300 ft



RESOLUTION PC-15-06

FARRAGUT MUNICIPAL PLANNING COMMISSION

A RESOLUTION TO APPROVE AN AMENDMENT TO THE FARRAGUT ZONING MAP, ORDINANCE 86-16, TO RECOMMEND THE APPROVAL OF THE REZONING OF A PORTION OF PARCEL 104, TAX MAP 141, LOCATED AT 421 EVERETT ROAD, NORTHWEST OF THE SMITH ROAD AND EVERETT ROAD INTERSECTION, APPROXIMATELY 15.385 ACRES, FROM R-1 (RURAL SINGLE-FAMILY RESIDENTIAL DISTRICT) TO R-1 AND OSR (RURAL SINGLE-FAMILY RESIDENTIAL AND OPEN SPACE RESIDENTIAL OVERLAY)

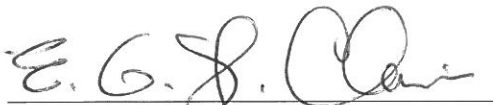
WHEREAS, the Tennessee Code Annotated, Section 13-4-201et seq, provides that the Municipal Planning Commission shall make and adopt a general plan for the physical development of the municipality; and

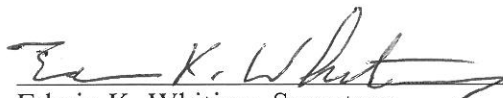
WHEREAS, the Farragut Municipal Planning Commission has adopted various elements of a zoning plan as an element of the general plan for physical development; and

WHEREAS, a public hearing was held on this request on May 21, 2015;

NOW, THEREFORE, BE IT RESOLVED that the Farragut Municipal Planning Commission hereby recommends approval to the Farragut Board of Mayor and Aldermen of an ordinance, amending Ordinance 86-16, of the Farragut Zoning Ordinance, by adding Ordinance 15-07.

ADOPTED this 21st day of May, 2015.


Ed St. Clair, Vice-Chairman


Edwin K. Whiting, Secretary

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
SS	SEWER LINE
ST	STORM SEWER LINE
OC	POWER/TELE LINE

- NOTES:
1. IRON PINS SET AT ALL CORNERS, BY THIS SURVEY, UNLESS OTHERWISE NOTED.
 2. C/L TAX MAP 141 PARCEL 104
 3. CITY BLOCK NO. 48700
 4. OLD REFERENCE: 201503100048273
 5. SURVEYED AND RECORDED BY JAMES H. LOVEDAY, DATED 3/9/2014
 6. BEARING PROJECT 13113
 7. GRID NORTH IS BASED ON TN NAD83(NGS2007)
 8. THIS PROPERTY DOES NOT LIE WITHIN A SPMA AS SHOWN ON FEMA FLOOD MAP 4709300238F, EFFECTIVE DATE MAY 2, 2007

LOCATION MAP NO SCALE

FOX RUN SUBDIVISION
PHASE 2
PLAT: M-51A

LOT 1
4.713 ACRES

LOT 2
15.385 ACRES

LOT 3
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AGENDA NUMBER VII.B.1.

MEETING DATE

June 25, 2015

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Ordinance 15-05, on first reading, to rezone a portion of Parcel 69, Tax Map 142, north of the Farragut Church of Christ, 19.66 Acres, from R-2 to R-6 (Continental 333 Fund, LLC, Applicant)

BACKGROUND: This item involves a request to rezone a portion of Parcel 69, Tax Map 142 from R-2 to R-6. The R-6 Zoning District was updated a few months ago at the request of two different applicants and as part of an effort to advance Strategy.3 in the Comprehensive Land Use Plan (CLUP) – Encourage Greater Housing Choice.

The specific property in question is north of the Farragut Church of Christ and south of the Waverly Court Subdivision off Smith Road. On the future land use map in the CLUP the property is designated as medium density residential (6-12 units per acre). Though a request for R-6 is consistent with the future land use designation, it is also on the very high end of the density range. An attached single-family project involving up to 6 units per acre could also be consistent with the CLUP and would be on the very low end of the density range.

DISCUSSION: As a transitional use from commercial or institutional to attached single family residential, multi-family is frequently used in many communities. If it were integrated into the surrounding “neighborhood”, multi-family could be a good small scale neighborhood building transitional use in this context. However, when a rezoning is requested, the staff must not only look at the specific property and its designation on the future land use map but also the Town-wide implications.

Recently a number of amendments were approved to help implement what was identified as the most important strategy in the CLUP – Bringing About a Downtown. From the staff’s perspective, a key to the success of a downtown will be to enhance the residential density within walking distance of the businesses and services in the town center. This would likely involve residential as part of mixed use buildings and multi-family projects.

RECOMMENDATION: Given the Town’s size and the fact that other multi-family projects are being pursued in the west Knox County area, the opportunity cost of approving any additional rezonings to R-6 in areas outside of the mixed use town center should be thoroughly assessed. If the request before you were in a vacuum and Town-wide implications were of no concern the staff would view this request as something that could advance Strategy 3 in the CLUP – Encourage Greater Housing Choice.

Though the R-6 Zoning District provides for up to 12 units per acre, the staff would view a lesser density that is more balanced between the 6-12 units per acre as a better fit with the surrounding plan of development. The staff would strongly recommend that, should this property be rezoned, the development be fully integrated with the surrounding built and unbuilt environment. This would include adherence to the street connections provided for in the CLUP for this general area. By doing so, the development would help to advance Strategy 4 in the CLUP – Increase Connectivity.

Included in the packet is the information that was provided to the planning commission in advance of their recommendation concerning the rezoning. Also included is a copy of Ordinance 15-05. The staff will provide an update to the board regarding the planning commission’s action on this matter.

PROPOSED MOTION: To approve Ordinance 15-05, on first reading, to rezone a portion of Parcel 69, Tax Map 142, north of the Farragut Church of Christ, 19.66 Acres, from R-2 to R-6 (Continental 333 Fund, LLC, Applicant)

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	_____	_____	_____	_____	_____

RESOLUTION PC-15-05

FARRAGUT MUNICIPAL PLANNING COMMISSION

A RESOLUTION TO APPROVE AN AMENDMENT TO THE FARRAGUT ZONING MAP, ORDINANCE 86-16, TO RECOMMEND THE APPROVAL OF THE REZONING OF A PORTION OF PARCEL 69, TAX MAP 142, LOCATED NORTH OF THE FARRAGUT CHURCH OF CHRIST ON SMITH ROAD, APPROXIMATELY 19.66 ACRES, FROM R-2 (GENERAL SINGLE-FAMILY RESIDENTIAL) DISTRICT TO R-6 (MULTI-FAMILY RESIDENTIAL) DISTRICT

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

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

WHEREAS, a public hearing was held on this request on June 18, 2015;

NOW, THEREFORE, BE IT RESOLVED that the Farragut Municipal Planning Commission hereby recommends approval to the Farragut Board of Mayor and Aldermen of an ordinance, amending Ordinance 86-16, of the Farragut Zoning Ordinance, by adding Ordinance 15-05.

ADOPTED this 18th day of June, 2015.

Ed St. Clair, Vice-Chairman

Edwin K. Whiting, Secretary

ORDINANCE: 15-05
PREPARED BY: Shipley
REQUESTED BY: Continental 333 Fund, LLC
CERTIFIED BY FMPC: June 18, 2015
PUBLIC HEARING: _____
PUBLISHED IN: _____
DATE: _____
1ST READING: _____
2ND READING: _____
PUBLISHED IN: _____
DATE: _____

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE, ORDINANCE 86-16, AS AMENDED, PURSUANT TO SECTION 13-4-201, TENNESSEE CODE ANNOTATED.

BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, that the Farragut Zoning Ordinance, Ordinance 86-16, as amended, is hereby amended as follows:

SECTION 1.

The Farragut Zoning Ordinance, Ordinance 86-16, as amended, is hereby amended by rezoning a portion of Parcel 69, Tax Map 142, located north of the Farragut Church of Christ on Smith Road, approximately 19.66 acres, from R-2 (General Single-Family Residential) District to R-6 (Multi-Family Residential) District (Exhibit A)

SECTION 2.

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

Dr. Ralph McGill, Mayor

Allison Myers, Town Recorder

Certified to the Farragut Board of Mayor and Aldermen this _____ day of _____, 2015, with approval recommended.

Ed St. Clair, Vice-Chairman

Edwin K. Whiting, Secretary

FARRAGUT MUNICIPAL PLANNING COMMISSION

Town of

Fairport

Ordinance 15-05
Exhibit A

Rezone
A portion of Parcel 69, Tax Map 142

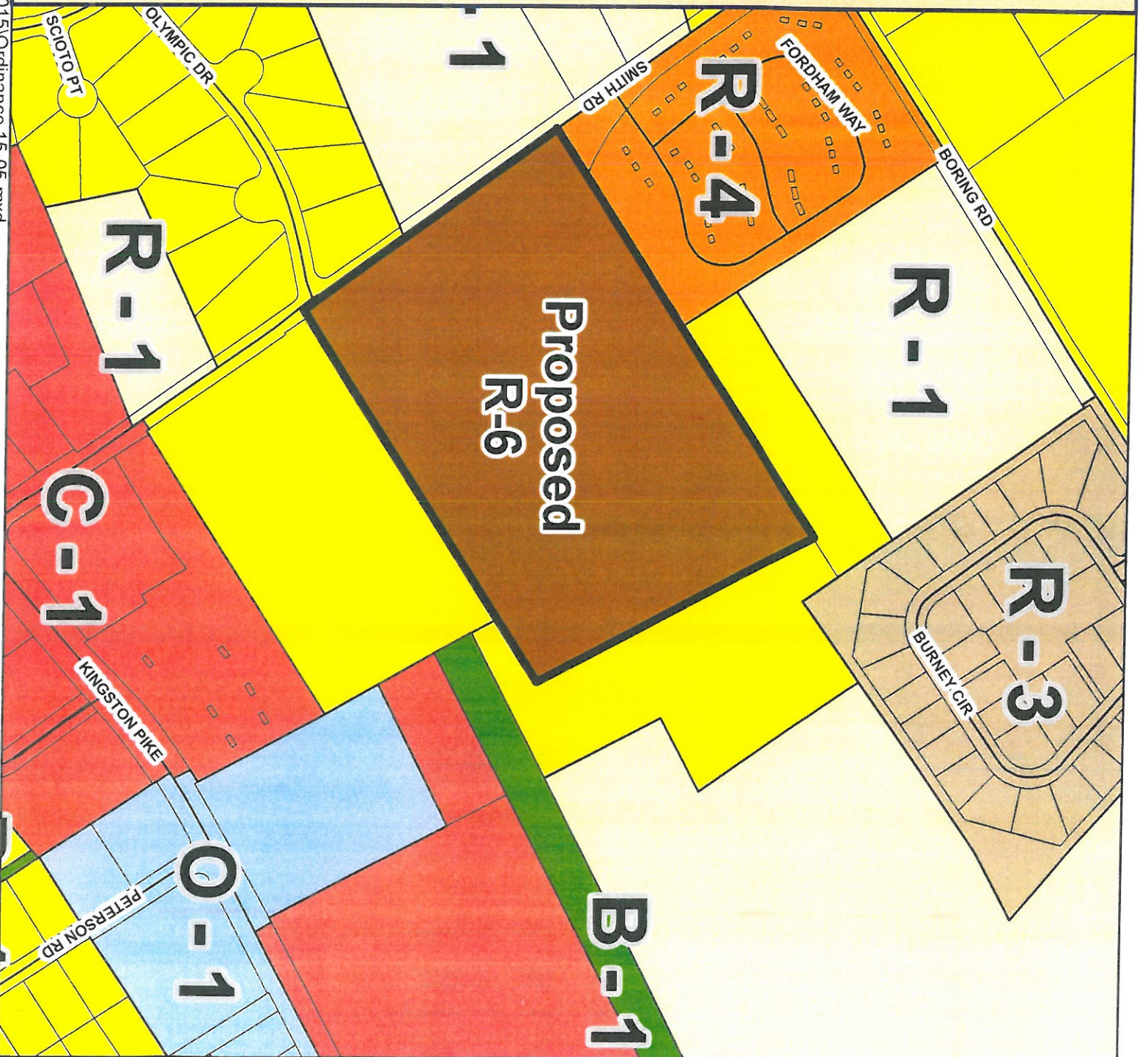
From
R-2 General Single-Family Residential District
to
R-6 Multi-Family Residential District

Legend

- Streets
- Parcels
- B-1, Buffer
- R-1, Rural Single-Family Residential
- R-2, General Single-Family Residential
- R-3, Small Lot Single-Family Residential
- R-4, Attached Single-Family Residential
- O-1, Office
- C-1, General Commercial



1 in = 350 ft



RECEIVED APPLICATION TO AMEND ORDINANCE TEXT
TOWN OF FARRAGUT, TENNESSEE

FEB 16 2015

TOWN OF FARRAGUT

FOR OFFICE USE ONLY

Fee Paid: \$ 300

APPLICANT NAME: Continental 333 Fund LLC

Address: W134 N8675 Executive Parkway

City/State/Zip: Menomonee Falls WI 53218

Phone Number: 262-532-9352

Fax Number:

E-mail: gwheeler@cproperties.com

CHANGE REQUESTED

Amend Zoning Ordinance, Sign Ordinance, or Municipal Code text as follows:

Re Zone 19.66 ~~Ac~~ ^{Ac} from R-2 to R-6

as shown on the attached plan

The proposed amendment is necessary due to the following changed or changing conditions: (be specific)

APPLICANT SIGNATURE

DATE

OR

I HEREBY CERTIFY THAT I AM THE LEGAL REPRESENTATIVE FOR THE APPLICANT INVOLVED IN THIS REQUEST.

Gwyn Wheeler NAME (SIGNATURE) Continental 333 Fund LLC By: Gwyn Wheeler 2/13/15 DATE
Properties, Its Manager

W134 N8675 Executive Parkway

Street Address

City/State/Zip

Menomonee Falls, WI 53051

262-532-9352

Telephone Number

EXHIBIT "B"

LEGAL DESCRIPTION

Situated in the Sixth Civil District of Knox County, Tennessee, within the Town of Farragut and being a portion of a 64.991 acre tract (CLT Map 142, Parcel 69.00), more particularly described as follows:

BEGINNING on a set iron rod and cap (CCI) at the northeastern right-of-way line of Smith Road, corner to Farragut Church of Christ (Deed Book 1816, Page 585), said iron rod being located 937.7 feet, more or less, northwest of the northern right-of-way line of Kingston Pike;

Thence leaving Farragut Church of Christ and with the right-of-way line of Smith Road, the following two (2) calls:

1. N 36° 07' 30" W, 753.57 feet to set iron rod and cap (CCI);
2. N 57° 12' 19" E, 99.95 feet to existing 5/8 inch iron rod and cap (Steelman), corner to Waverly Court Homeowners Association, Inc. (Instrument # 201307300007666);

Thence leaving the northeastern right-of-way line of Smith Road and with the southeastern line of Waverly Court Homeowners Association, Inc., N 57° 12' 19" E, 445.35 feet to an existing 5/8 inch iron rod, corner to Horne Properties, Inc. (Deed Book 2132, Page 490);

Thence leaving the southeastern line of Waverly Court Homeowners Association, Inc. and with the southeastern line of Horne Properties, Inc., N 57° 11' 48" E, 631.16 feet to an set rod and cap (CCI);

Thence leaving the southeastern line of Horne Properties, Inc. and with the remaining lands of the subject tract, the following three (3) calls:

1. S 29° 15' 11" E, 740.60 feet to a set iron rod and cap (CCI);
2. S 30° 49' 56" E, 22.63 feet to a set iron rod and cap (CCI);
3. S 57° 42' 05" W, 200.74 feet to an existing 5/8 inch iron rod, corner to Farragut Church of Christ;

Thence with the northwestern line of Farragut Church of Christ, S 57° 42' 05" W, 885.45 feet to the Point of **BEGINNING**.

Containing 856,195.86 square feet or 19.656 acres, more or less.

This description was prepared by Cannon & Cannon, Inc., 8550 Kingston Pike, Knoxville Tennessee 37919 and is based upon a survey by same, dated February 13, 2015.

TRAFFIC IMPACT STUDY

SPRINGS AT FARRAGUT RESIDENTIAL DEVELOPMENT

PETERSON ROAD
FARRAGUT, TN

CCI PROJECT NO 01166-0000



PREPARED FOR
Civil Engineering Services
Continental 333 Fund LLC,
W134 N8675 Executive
Parkway
Menomonee Falls, WI 53501

SUBMITTED BY
 **CANNON &
CANNON** INC
CONSULTING ENGINEERS
FIELD SURVEYORS

FEBRUARY 16

2015

I.0 EXECUTIVE SUMMARY

This report provides a summary of a traffic impact study that was performed for a proposed multi-family residential development to be located in the Farragut Community of Knox County. The project site is located on the east side of Smith Road approximately 900 feet north of Kingston Pike. The conceptual development plan for this project, Springs at Farragut, proposes a maximum of 236 residential apartment units. The project is to have a single access driveway onto Kingston Pike, which will involve extending the portion of Peterson Road north of Kingston Pike further to the north, where it will become the access driveway into the site. A secondary emergency only driveway will also be constructed, to be located on Smith Road on the west side of the site.

The purpose of this study was the evaluation of the traffic operational and safety impacts of the proposed residential development upon roadways in the vicinity of the site. Of particular interest were the signalized intersections of Kingston Pike and Smith Road, Kingston Pike and Federal Boulevard, and Kingston Pike and Peterson Road at the proposed site driveway. Appropriate intersection evaluations were conducted at these locations for existing and future conditions, both with and without traffic volumes generated from the proposed residential development, in order to determine the anticipated impacts and to establish recommended measures to mitigate these impacts. These evaluations included intersection capacity analyses and other assessments as appropriate.

The primary conclusion of this study is that traffic generated from the proposed multi-family residential development will not have a significant negative impact on the study intersections. This is illustrated by the project capacity analyses which indicate that none of these intersections are anticipated to operate at a level-of-service worse than "B" during the peak traffic hours. In addition, the appropriate intersection roadway geometry is already in place, including left and right turn lanes on Kingston Pike. An actuated traffic signal also exists, with the appropriate signal phasing, pedestrian features and signal system infrastructure.

Several pavement marking, traffic signing and traffic signal related improvements are recommended to be implemented in conjunction with the extension of Peterson Road northward to provide access to the project site. These are primarily intended to address the fact that a shopping center driveway intersects Peterson Road a relatively short distance north of Kingston Pike. These improvements are listed below:

- 1) The site access driveway (Peterson Road extended) should remain a full four lanes in width for a minimum distance of 100 feet north of the existing shopping center driveway.
- 2) A stop bar with an associated "DO NOT BLOCK DRIVEWAY" sign should be installed for the site access driveway southbound traffic, on the immediate north approach to the existing shopping center driveway.
- 3) White lane line markings on Peterson Road should be extended between the existing stop bar at Kingston Pike, northward to a point just south of the existing shopping center driveway.
- 4) A double dotted yellow line (2' line-4' gap) should be placed on Peterson Road across the existing shopping center driveway, connecting the two double yellow lines.

5) Signal detection zones should be provided for the existing shopping center driveway and for the site access driveway, at the associated stop bars. These zones would then function with the signal side street phase, and could be provided via standard detector loops, video detection or radar detection.

Springs at Farragut

Farragut, TN
Peterson Road at Kingston Pike



Find this site plan and others online. Visit Continental Properties Company, Inc. at www.continentalproperties.com

CONTINENTAL PROPERTIES
CONTINENTAL, INC.

SITE SUMMARY	
NET DEVELOP. AREA	19.66 ACRES
TOTAL ACRES	19.66 ACRES
TOTAL UNIT COUNT	250 UNITS
DENSITY	12.60 UNITS/AC
BUILDING INFORMATION	
BUILDING TYPE	UNITS
B20 - BUILDINGS (100-110)	140
G24 - BUILDINGS (110-120)	96
TOTAL	236
GENERAL LIMITS	
STORY	20
IBR	18'
MBR	82'
MBR	37'
MBR	41'
MBR	9'
MBR	100'
PARKING INFORMATION	
GARAGE TOTALS	56 GARAGES
NUMBER OF ATTACHED GARAGES	61 GARAGES
NUMBER OF STAND ALONE GARAGES	117 GARAGES
UNITS WITH ATTACHED GARAGES	23.7%
OVERALL GARAGE PER UNIT	0.50
PARKING RATIO PER CODE	413 SPACES
SHORTAGE PARKING AVOIDANCE	307 SPACES
TOTAL PROVIDED PARKING	421 SPACES
UNIT PARKING RATIO	1.80
COVERED PARKING RATIO	0.35
UNIT RATIO IN PARKING	17 SPACES*
UNIT RATIO IN PARKING	(2 ADA)
DESIGN CRITERIA / SITE INFORMATION	
PARKING STALLS	Page 9.3 X 19
ADA STALLS	9.3 X 19 (9.3' X 19.5' ASIDE)
DRIVINS	25
BIU DRUG UTILITY	
BUILDING STAIRS	SOUTH 30'
	WEST 30'
	NORTH 30'
	EAST 30'



Dr. Ralph McGill, *Mayor*
Mary Dorothy LaMarche, *Vice-Mayor*
David Smoak, *Town Administrator*
Allison M. Myers, *Town Recorder*



Ron Honken, *Alderman*
Robert N. Markli, *Alderman*
Ron Pinchok, *Alderman*

DATE: May 7, 2015

TO: Farragut Board of Mayor and Aldermen
Farragut Municipal Planning Commission

FROM: Farragut Economic Development Committee

RE: Multi Family Re-zoning Request

The Farragut Economic Development Committee has had an extensive review and discussion of the current re-zoning request from R-2 to R-6 for the property north of the Farragut Church of Christ along Smith Road. As a result of that discussion, the committee has unanimously voted to support the rezoning request of Continental Properties to the Farragut Municipal Planning Commission and the Board of Mayor and Aldermen.

The committee believes the approval of this request will have a significant positive impact on future economic development initiatives undertaken within the Town of Farragut and encourages your favorable consideration of this re-zoning request.

Respectfully submitted,

Jim Holladay

Chairman, Farragut Economic Development Committee



June 3, 2015

Town of Farragut
Board of Mayor & Aldermen
Municipal Planning Commission
Economic Development Committee
11408 Municipal Center Drive
Farragut, TN 37934

Dear Farragut BMA, MPC and EDC Members:

In its continued discussions regarding the rezoning request submitted by Continental Property Companies, Inc., the Farragut Business Alliance's board of directors again reviewed and considered the results of its multi-unit housing survey.

As a reminder from our survey results cover letter (submitted to you April 24th of this year), *"35 (4%) of surveys were answered (exceeding the average "non-profit industry response rate" by 1.6%). Twenty-six (26) or 74% voiced unqualified support of multi-unit housing in Farragut, 3 or 9% voiced qualified support, and 6 or 17% voiced opposition."* Since one of the FBA's responsibilities is to represent the "voice of the Farragut business community," the board felt it is therefore its responsibility to offer an official position on the issue for your consideration.

For these reasons and for those outlined in the aforementioned cover letter, the board voted in the affirmative on the following during its regular monthly meeting on May 21, 2015: ***"The FBA supports Continental Property Companies, Inc.'s request for rezoning from R2 to R6."*** Furthermore, we plan to have a representative of the FBA speak during the appropriate times at the upcoming Town meetings for which the issue appears on the agenda.

Thank you for your continued thoughtful consideration of this rezoning request.

Sincerely,

Darla Berdal
President

C: FBA Board of Directors



April 24, 2015

Farragut Board of Mayor and Aldermen,
Farragut Municipal Planning Commission, and
Farragut Economic Development Committee
11408 Municipal Center Dr.
Farragut, TN 37934

Dear Board, Commission and Committee Members:

The Farragut Business Alliance has concluded its efforts to gather business representatives' opinions on the development of multi-unit housing in Farragut. The mechanism used was an open-ended survey consisting of one question: *"Many Farragut residents have spoken on the issue of multi-unit housing in Farragut. As the voice of the Farragut business community, the Farragut Business Alliance is collecting input specifically regarding the perceived impact of multi-unit housing on businesses. So, AS A BUSINESS OWNER, MANAGER OR DEVELOPER, do you support or oppose multi-unit housing in Farragut and why or why not?"*

The survey was distributed electronically and included links to detailed descriptions, drawings and other information regarding proposed projects currently under review. These emails were sent to the FBA's entire mailing list of 872, which includes primarily businesses, but also some residents and other interested parties (as anyone can self-subscribe). Controls of one response per IP address were implemented.

Of the emails sent, 302 (35%) were opened, the survey link was clicked by 59 (6.8%), and 35 (4%) surveys were answered (exceeding the average "non-profit industry response rate" by 1.6%). Twenty-six (26) or 74% voiced unqualified support of multi-unit housing in Farragut, 3 or 9% voiced qualified support, and 6 or 17% voiced opposition. A detailed report outlining the responses is attached.

The FBA board of directors voted in its April meeting to share these results with the FBMA, MPC, EDC, as well as with the organization's own email subscribers. We hope you will find this information useful in your upcoming multi-unit housing deliberations and that by sharing it with our members, it serves as another step towards increasing the engagement of the business community in decisions regarding the Town's future.

Sincerely,

M. Allison Sousa
Executive Director

C: FBA Board of Directors

FBA MULTI-UNIT HOUSING SURVEY FINAL RESULTS (4/23/15)

Total Emails Sent: 872 Total Emails Opened: 302 (35%) Total Survey Link Clicked: 59 (6.8%)
Total Surveys Answered: 35 (4%) Industry (non-profit) Average Response Rate: 2.4%

Q: "Many Farragut residents have spoken on the issue of multi-unit housing in Farragut. As the voice of the Farragut business community, the Farragut Business Alliance is collecting input specifically regarding the perceived impact of multi-unit housing on businesses. So, AS A BUSINESS OWNER, MANAGER OR DEVELOPER, do you support or oppose multi-unit housing in Farragut and why or why not?"

KEY: SUPPORT (26) SUPPORT WITH QUALIFIERS (3) OPPOSE (6)

- Yes. It is consistent with the Town's long range plan to increase population density around the town center drawing more people to retail businesses.
- Yes. It is consistent with the Town's long range plan to increase population density around the town center drawing more people to retail businesses.
- Fully support...a healthy, growing community needs multi-family housing options to entice professional businesses to locate within the community. Young people, just out of college, cannot afford a single-family house. Apartments are the only viable option of housing.
- I support multi-unit housing within Farragut. Farragut needs a mix of housing to accommodate young professionals, those in transition to or from our area, and those who are just here for a predetermined time.
- I strongly support the multi-unit housing development in Farragut. I think it is an excellent opportunity for families to enter into the community who are not sure about buying a home at this time... I have many clients who want to live in Farragut temporarily just to see if it is what they are looking for, but there are currently limited options for multi-unit housing. This would contribute strongly to the local economy and assist the housing community greatly overtime!
- Yes I support it
- I support upscale multi-unit housing in Farragut. Many young adults who have grown up in Farragut cannot afford to live in Farragut due to the lack of affordable housing. Farragut needs more apartments and condominiums to serve not only young adults, but all ages. Seniors wishing to downsize have limited affordable choices when it comes to condos. School overcrowding is not a legitimate argument against multi-unit housing as it concerns Farragut High School. FHS has a desired capacity of 1800 students, but current enrollment is around 1670.
- **Oppose. Traffic is already a problem.**
- I support multi unit housing in Farragut as long as the appearance and construction is high end and in keeping with Farragut standards and there is demand for this type of housing.
- Totally support. These types of developments is what brings sales, traffic, and people in general to a city. Every city I have lived in has grown by starting with these types of communities. As a matter of fact, the pictures provided seems to be very high end multi-unit housing; not just the cheap apartments some developers put up. In addition, these units attract a younger crowd which is what is needed to ensure the future of the town. Other than a little bit more traffic, this proposal is a no brainer in my opinion.
- **oppose - We do not need such a project here in Farragut. The area doesn't lend itself to such a huge apartment complex and right across from that gorgeous property. If it was my property I sure wouldn't want to have to look at that for my view. OPPOSE- OPPOSE**
- I am in support of the new development. We need to continue to grow as a community
- Support
- yes

- I AM IN FAVOR OF THE APARTMENTS
- I support the multi-unit housing development. Based on the presentation it appears that the price point that these units would be at would keep out the perceived riff raff and unwanted nuisance tenants typical with low rent apartments.
- 3 key qualifiers: It depends on how it is done, where it is done, and how they are built
- yes, need more residents
- YES
- yes
- Yes
- support, farragut shouldn't deny people affordable housing. not everyone wants or needs to buy a \$400k house.
- Yes!! We need increases in residents to support our business community
- **Oppose. Anyone who has lived in Knoxville perceives these types of developments negatively. Everyone wants to live and shop out west because of the healthy and safe environment that it is today. Multi-unit buildings bring low income residents who do not fit into the demographic that Farragut businesses are targeting.**
- I fully support multi-unit housing in Farragut, I would think we would drive for mid to higher end projects w/ strong curb appeal.
- **As a business owner, I would support it with some hesitation. However, as a home owner in Farragut I would not, and that supersedes my business interests in the matter. If they were ALL studio or one bedroom condos/townhomes with a minimum purchase price over \$200k then I would support it.**
- Yes I support the development. It will provide a temporary high end apartment lifestyle for those seeking long term residence in our community. It will also provide a high end apartment lifestyle for those seeking low maintenance lifestyle who can't afford, or do not wish to purchase one of our more expensive condominiums.
- Yes
- **I oppose. I believe there are enough families already in Farragut to support the businesses if the businesses are serving them well. I would not like to see a large complex like this built here.**
- YES
- support
- **Oppose - feel it will increase traffic and crime will go up and our property value will go down.**
- Support. Need a variety of styles, sizes and price-points so that Farragut can continue to grow and support a diverse community. Not everyone can afford or needs single family housing so this appears to be reasonable.
- **Only high end units**
- Support. Farragut needs multi-unit housing.
- Yes. We need more traffic to drive usage of the empty commercial spaces on Kingston Pike