

FARRAGUT BOARD OF MAYOR AND ALDERMEN
MINUTES
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.

The Farragut Board of Mayor and Aldermen met in a regular session on Thursday, June 25, 2015 at 7:00 p.m. Members present were Mayor McGill, Aldermen Honken, LaMarche and Markli; Alderman Pinchok was absent.

Approval of Agenda

Motion was made to approve the agenda, with the withdrawal of item VII, B. Ordinance 15-05, as requested by the applicant. Moved by Aldermen Honken, seconded by Alderman LaMarche; voting yes; Mayor McGill, Aldermen Honken, LaMarche and Markli; Alderman Pinchok was absent; no nays; motion passed.

Mayor's Report

Mayoral Appointments to the Farragut Planning Commission

Mayor McGill announced that he reappointed Betty Dick, Louise Povlin, Noah Myers and Annette Brun to the Farragut Municipal Planning Commission.

Approval of Minutes

Motion was made to approve the minutes of June 11, 2015 as presented. Moved by Aldermen Markli, seconded by Mayor McGill; voting yes; Mayor McGill, Aldermen Honken and Markli; Alderman LaMarche abstained, Alderman Pinchok was absent; no nays; motion passed.

Business Items

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

Motion was made to approve a change of the Farragut/Knox County Schools Education Relations Committee Charter to allow for a minimum of five (5) members to a maximum of seven (7) members. Moved by Aldermen Honken, seconded by Alderman Markli; voting yes; Mayor McGill, Aldermen Honken, LaMarche and Markli; Alderman Pinchok was absent; no nays; motion passed.

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

Motion was made to approve Resolution R-2015-04, Declaring Certain Town Property to be Surplus Property. Moved by Aldermen Honken, seconded by Alderman LaMarche; voting yes; Mayor McGill, Aldermen Honken, LaMarche and Markli; Alderman Pinchok was absent; no nays; motion passed.

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

Motion was made to appoint Jesse Boiling to a two-year term, expiring June 2017, to the Farragut Board of Zoning Appeals. Moved by Aldermen LaMarche, seconded by Alderman Markli; voting yes; Mayor McGill, Aldermen Honken, LaMarche and Markli; Alderman Pinchok was absent; no nays; motion passed.

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

Motion was made to approve the Clean Tennessee Energy Grant between the Tennessee Department of Environment and Conservation and the Town of Farragut in the

amount of \$30,466. Moved by Aldermen Honken, seconded by Alderman LaMarche; voting yes; Mayor McGill, Aldermen Honken, LaMarche and Markli; Alderman Pinchok was absent; no nays; motion passed.

Approval of agreement with TDOT for development of CMAQ Traffic Signal Improvement project

Motion was made to approve the agreement with TDOT for development of CMAQ Traffic Signal Improvement project. Moved by Aldermen LaMarche, seconded by Alderman Markli; voting yes; Mayor McGill, Aldermen Honken, LaMarche and Markli; Alderman Pinchok was absent; no nays; motion passed.

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

Motion was made to approve the agreement with TDOT for development of Feasibility Study for Parkside Drive/Outlet Drive Connector. Moved by Aldermen Honken, seconded by Alderman Markli; voting yes; Mayor McGill, Aldermen Honken, LaMarche and Markli; Alderman Pinchok was absent; no nays; motion passed.

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

Motion was made to approve the agreement with TDOT for development of Greenway Project between Old Stage Road and Kingston Pike. Moved by Aldermen Markli, seconded by Alderman Honken; voting yes; Mayor McGill, Aldermen Honken, LaMarche and Markli; Alderman Pinchok was absent; no nays; motion passed.

Approval of Town Attorney Contract and Rates

Motion was made to approve the hourly rates for the town attorney as follows, beginning July 1, 2015.

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

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

Ordinances

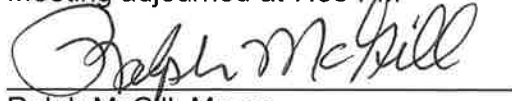
Public Hearing & Second Reading

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)

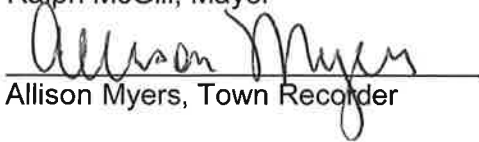
Motion was made to approve Ordinance 15-07 on second and final reading. Moved by Aldermen Honken, seconded by Alderman LaMarche; voting yes; Mayor McGill, Aldermen Honken, LaMarche and Markli; Alderman Pinchok was absent; no nays; motion passed.

Although Ordinance 15-05 had been withdrawn by the applicant, many citizens were present and the board allotted time for them to speak. Michael Wilson, 333 Burney Circle; Mul Wyman, 528 Wyndham Hall Lane; Kristi Husley, 11724 Weathervane; John Nehls, 221 Smith Road; and Sarah Johnson with Continental Properties spoke at the meeting.

Meeting adjourned at 7:38 PM

A handwritten signature in cursive script, appearing to read "Ralph McGill", written over a horizontal line.

Ralph McGill, Mayor

A handwritten signature in cursive script, appearing to read "Allison Myers", written over a horizontal line.

Allison Myers, Town Recorder

FARRAGUT BOARD OF MAYOR AND ALDERMEN
AGENDA
June 25, 2015

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6:00 PM

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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 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

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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	_____	_____	_____	_____	_____

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	_____	_____	_____	_____	_____

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
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Subrecipient or Contractor ☒ Subrecipient ☐ Contractor	CFDA # Grantee's fiscal year end June 30th
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Service Caption (one line only) Clean Tennessee Energy Grant Program
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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/Counties 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

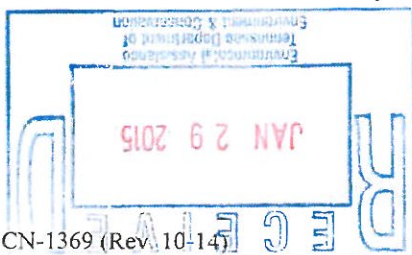
Project Funding

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

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

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



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

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

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**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

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

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**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

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
WILLIAM J. CARVER
GEORGE R. ARRAJTS, JR.
ADAM G. RUSSELL
BRANDON L. MORROW
CAMILLE H. SANDERS
NATE L. MCMURRY
BRYCE E. FITZGERALD

POST OFFICE BOX 629
KNOXVILLE, TENNESSEE 37901-0629

FOUNDED 1948

tomhale@kramer-rayson.com

SPECIAL COUNSEL
LESLIE L. SHIELDS

OF COUNSEL
E. H. RAYSON
G. WILSON HORDE

OFFICES
FIRST TENNESSEE PLAZA, SUITE 2500
800 SOUTH GAY STREET
KNOXVILLE, TENNESSEE 37929
TELEPHONE 865 525-5134
TELECOPIER 865 522-5723

105 DONNER DRIVE, SUITE A
OAK RIDGE, TENNESSEE 37830
TELEPHONE 865 220-5134
TELECOPIER 865 220-5132

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
Multiple Non-litigation	Under 2 Years	--	27	193	175	185	230	233
	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.

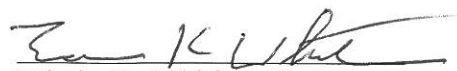
This ordinance shall take effect from and after its final passage and publication, the public welfare requiring it.

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

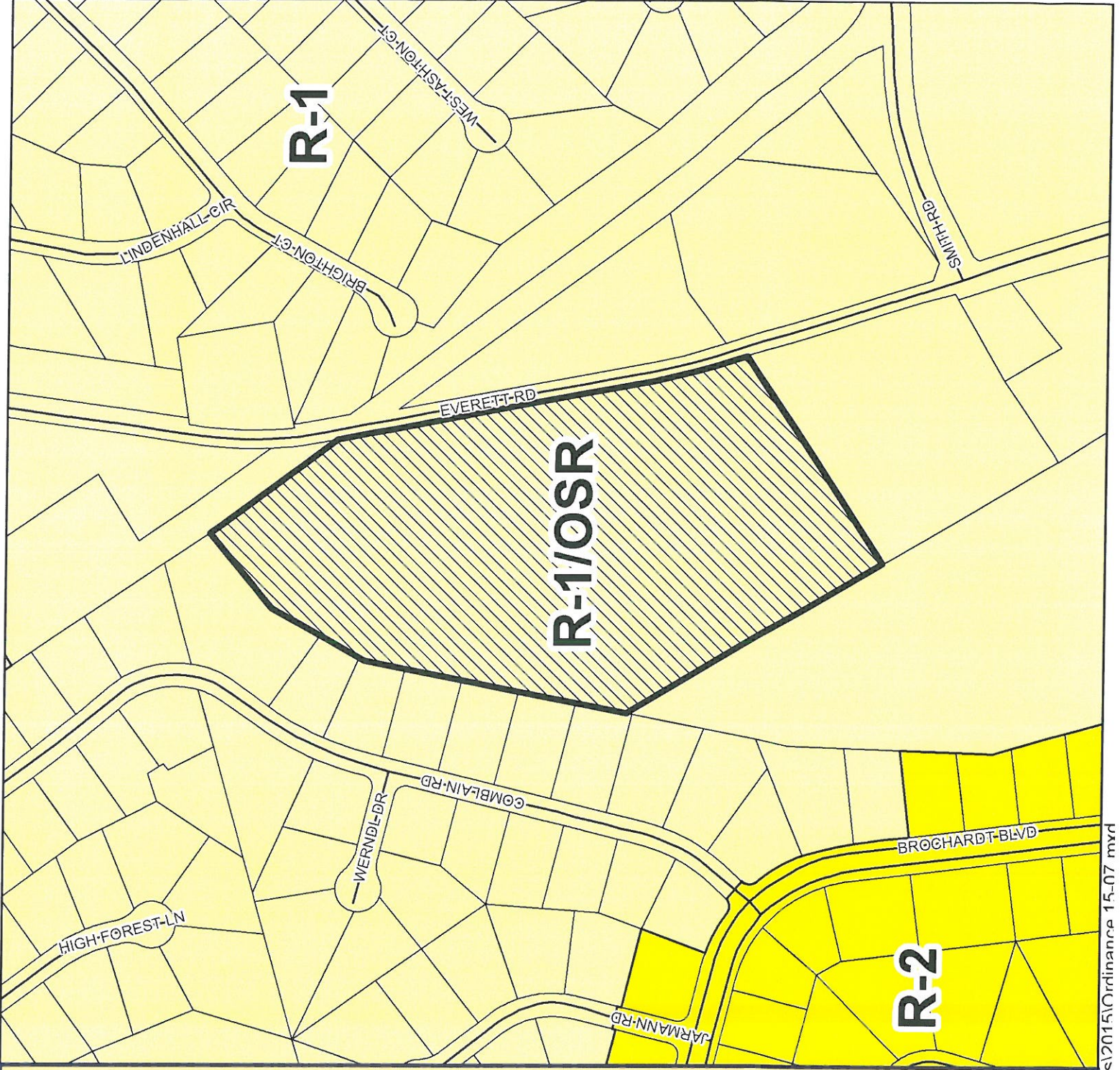
R-1, Rural Single-Family Residential

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)

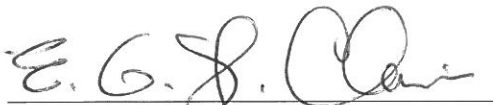
WHEREAS, the Tennessee Code Annotated, Section 13-4-201 et seq, provides that the Municipal Planning Commission shall make and adopt a general plan for the physical development of the municipality; and

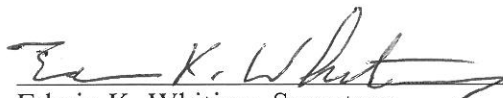
WHEREAS, the Farragut Municipal Planning Commission has adopted various elements of a zoning plan as an element of the general plan for physical development; and

WHEREAS, a public hearing was held on this request on 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

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

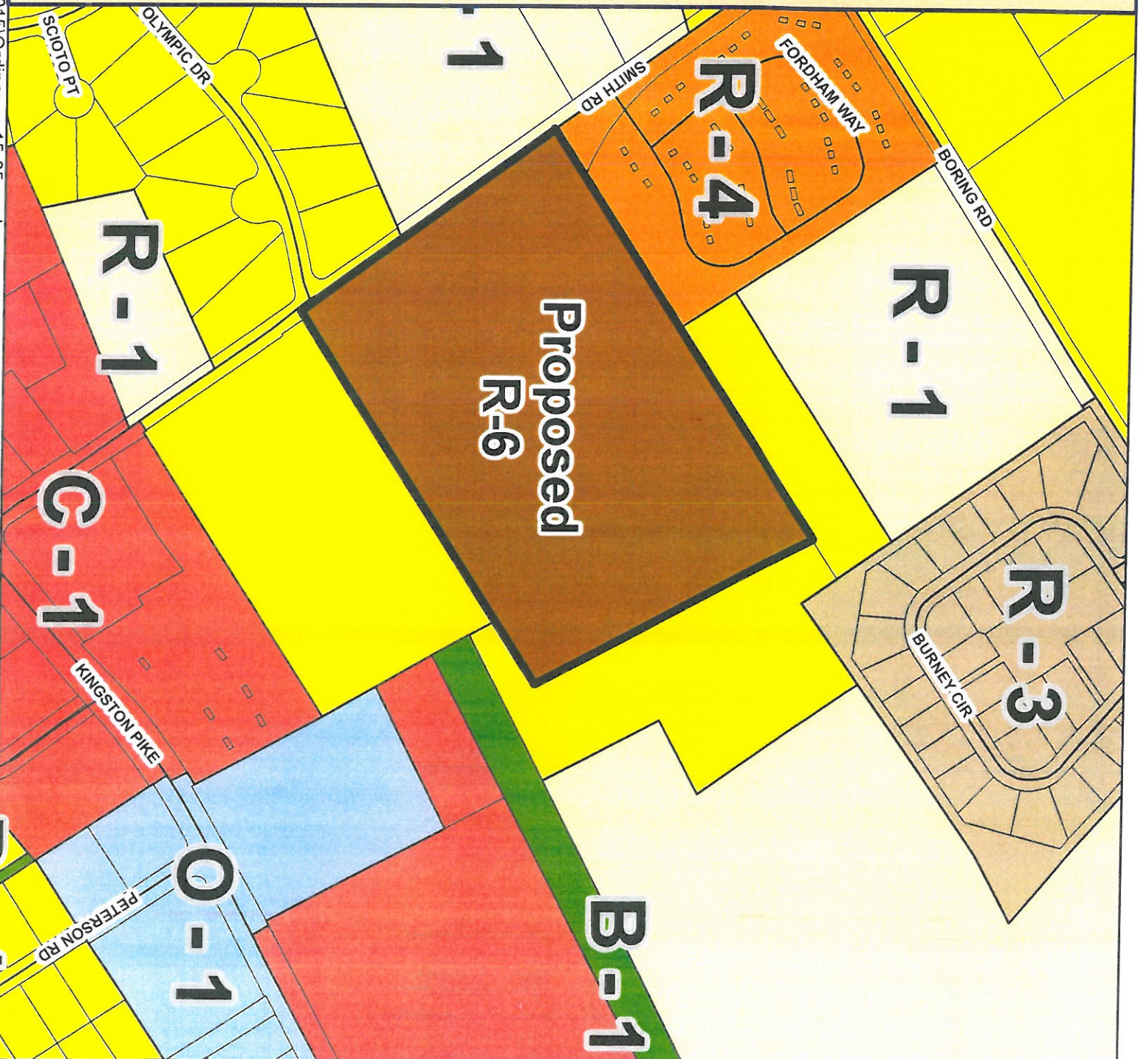
From
R-2 General Single-Family Residential District
to
R-6 Multi-Family Residential District

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) Gwyn Wheeler

C333 Fund LLC By: Continental Properties, Its Manager

2/13/15
DATE

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.

Farragut, TN
Peterson Road at Kingston Pike



SITE SUMMARY	
NET AVAILABLE AREA	19.66 ACRES
TOTAL AV. RAGE	19.66 ACRES
TOTAL UNIT COUNT	250 UNITS
DENSITY	12.00 UNITS/AC

BUILDING INFORMATION	
BUILDING TOTALS	
BUILDING C/T TYPE	UNITS
8-0 - BUILDINGS (G+10) (H+10)	140
62-1 - BUILDINGS (G+10) (H+10)	96
TOTAL	236
GENERAL LIMITS:	
STORY	UNITS
20	18%
18	82
16	37.6
14	41.4
12	9.6
10	100%

PARKING INFORMATION	
GARAGE TOTALS	
NUMBER OF ATTACHED	56 GARAGES
NUMBER OF STAND ALONE	61 GARAGES
TOTAL GARAGES	117 GARAGES
UNITS WITH ATTACHED GARAGES	
OVERALL GARAGE RATIO PER UNIT	0.50
PARKING REQUIRED PER CAR	412 SPACES
50% A/C PARKING AMOUNT	307 SPACES
TOTAL PROVIDED PARKING	423 SPACES
	(11 A/D's)
UNIT PARKING RATIO	
COVERED PARKING RATIO	1.80
CLUBHOUSE PARKING	0.35
	17 SPACES*
*Not included in parking calc'n	
DESIGN CRITERIA, SITE INFORMATION:	
(2 AVAL)	

DESIGN CRITERIA, SITE INFORMATION:	
PARKING STALLS	Pave 9.5' x 19'
ADA STALLS	9.5' x 19' (9.5' x 15.5' MIN)
DRIVES	25'
BUILDING HEIGHT:	
BUILDING STORIES	SOUTH 30'
	WEST 30'
	NORTH 30'
	EAST 30'