



FARRAGUT BOARD OF MAYOR AND ALDERMEN MINUTES

May 26, 2016

**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. April 28, 2016
- VI. Ordinances**
 - A. Public Notice & Second Reading
 - 1. Ordinance 16-03 and Ordinance to rezone Parcels 18 and 18.01, Tax Map 162, located at 1006 McFee Road approximately 6 Acres, from R-1 to R-2 (John and Teresa Kirkland, Applicant)
- VII. Business Items**
 - A. Approval of Contract 2016-12, Auditing Services 3-Year Professional Services Contract
 - B. Approval of "Farragut 13.1" Half Marathon Special Event
 - C. Approval of contract between TDOT and the Town of Farragut for landscaping and maintenance of areas at I-40 exit 373
- VIII. Town Administrator's Report**
- IX. Town Attorney's Report**

11408 MUNICIPAL CENTER DRIVE | FARRAGUT, TN 37934 | 865.966.7057
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The Farragut Board of Mayor and Aldermen met in a regular session on Thursday, May 26, 2016 at 7:00 p.m. Members present were Aldermen LaMarche, Markli and Povlin; Mayor McGill and Alderman Pinchok were absent.

Approval of Agenda

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

Mayor's Report

Joseph Konvika gave his AmeriCorps End-of-Year Presentation.

Citizens Forum

Mike Mitchell addressed the board with concerns with the new re-zoning signs.

Approval of Minutes

Motion was made to approve the minutes of April 28, 2016 as presented. Moved by Alderman Povlin, seconded by Alderman Markli; voting yes, Aldermen LaMarche, Markli and Povlin; Mayor McGill and Alderman Pinchok were absent; no nays; motion passed.

Ordinances

Public Notice & Second Reading

Ordinance 16-03 and Ordinance to rezone Parcels 18 and 18.01, Tax Map 162, located at 1006 McFee Road approximately 6 Acres, from R-1 to R-2 (John and Teresa Kirkland, Applicant)

Motion was made to approve Ordinance 16-03 on second and final reading. Moved by Alderman Povlin, seconded by Alderman Markli; voting yes, Aldermen LaMarche, Markli and Povlin; Mayor McGill and Alderman Pinchok were absent; no nays; motion passed.

Business Items

Approval of Contract 2016-12, Auditing Services 3-Year Professional Services Contract

Motion was made to approve a three-year contract with Ingram Overholt and Bean for auditing services. FY2016, \$13,900; FY2017, \$14,350; FY2018, \$14,800. Moved by Alderman LaMarche, seconded by Alderman Povlin; voting yes, Aldermen LaMarche, Markli and Povlin; Mayor McGill and Alderman Pinchok were absent; no nays; motion passed.

Approval of "Farragut 13.1" Half Marathon Special Event

Motion was made to approve the Farragut 13.1 Marathon subject to the organizers reaching out to affected subdivisions. Moved by Alderman LaMarche, seconded by Alderman Markli; voting yes, Aldermen LaMarche, Markli and Povlin; Mayor McGill and Alderman Pinchok were absent; no nays; motion passed.

Approval of contract between TDOT and the Town of Farragut for landscaping and maintenance of areas at I-40 exit 373

Motion was made to approve the contract between TDOT and the Town of Farragut for landscaping and maintenance of areas at I-40 exit 373. Moved by Alderman Povlin, seconded

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

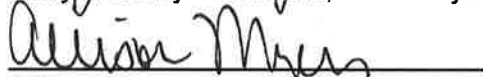
Town Administrator's Report

David Smoak, Town Administrator, reported that he and other representatives had attended the ICSC Conference.

Meeting adjourned at 8:00 PM



Mary Dorothy LaMarche, Vice-Mayor



Allison Myers, Town Recorder



FARRAGUT BOARD OF MAYOR AND ALDERMEN MINUTES

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Mayor's Report

Joseph Konvika gave his AmeriCorps End-of-Year Presentation.

Citizens Forum

Mike Mitchell addressed the board with concerns with the new re-zoning signs.

Approval of Minutes

Motion was made to approve the minutes of April 28, 2016 as presented. Moved by Alderman Povlin, seconded by Alderman Markli; voting yes, Aldermen LaMarche, Markli and Povlin; Mayor McGill and Alderman Pinchok were absent; no nays; motion passed.

Ordinances

Public Notice & Second Reading

Ordinance 16-03 and Ordinance to rezone Parcels 18 and 18.01, Tax Map 162, located at 1006 McFee Road approximately 6 Acres, from R-1 to R-2 (John and Teresa Kirkland, Applicant)

Motion was made to approve Ordinance 16-03 on second and final reading. Moved by Alderman Povlin, seconded by Alderman Markli; voting yes, Aldermen LaMarche, Markli and Povlin; Mayor McGill and Alderman Pinchok were absent; no nays; motion passed.

Business Items

Approval of Contract 2016-12, Auditing Services 3-Year Professional Services Contract

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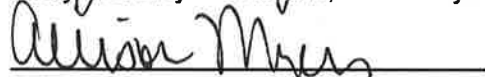
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Meeting adjourned at 8:00 PM



Mary Dorothy LaMarche, Vice-Mayor



Allison Myers, Town Recorder



FARRAGUT BOARD OF MAYOR AND ALDERMEN AGENDA

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FARRAGUT BOARD OF MAYOR AND ALDERMEN MINUTES

April 28, 2016

**WORKSHOP
GRANT REQUEST
5:00 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. Farragut Freedom Run Presentation
- IV. Citizens Forum**
- V. Approval of Minutes**
 - A. April 14, 2016
- VI. Ordinances**
 - A. Public Notice & Second Reading
 - 1. **Ordinance 16-07**, an Ordinance to rezone Parcel 117, Tax Map 142, located at the south intersection of N. Campbell Station Road and Herron Road, approximately 4.68 Acres, from R-2 (General Single-Family Residential) to S-1 (Community Service) (Autumn Care II, LLC, Applicant)
 - 2. **Ordinance 16-08**, an Ordinance to amend Ordinance 15-08, FY2016 Budget, State Street Aid Fund
 - 3. **Ordinance 16-09**, an Ordinance to amend the text of the Municipal Code of the Town of Farragut, Tennessee, Ordinance 86-16, as

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amended, by amending Title 19, Businesses, Peddlers, Solicitors, etc.,
Chapter 1, Peddlers, etc.

VII. Business Items

- A. Approval of Resolution R-2016-07, Town of Farragut Supplemental Retirement Custodial Bank Change
- B. Approval of Resolution R-2016-08, Town of Farragut Supplemental Retirement Plan Investment Policy Revision
- C. Approval of Reimbursement Request for Utility Relocation by First Utility District at Everett Road Improvements Project

VIII. Town Administrator's Report

IX. Town Attorney's Report

The Farragut Board of Mayor and Aldermen met in a regular session on Thursday, April 28, 2016 at 7:00 p.m. Members present were Mayor McGill, Aldermen Markli, Pinchok and Povlin; Alderman LaMarche was absent.

Approval of Agenda

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

Mayor's Report

Farragut Freedom Run Presentation

Fleet Feet is sponsoring a run that will take place before the 4th of July Parade beginning at 9:00 AM.

Approval of Minutes

Motion was made to approve the minutes of April 14, 2016 as presented. Moved by Alderman Povlin, seconded by Alderman Pinchok; voting yes, Mayor McGill, Aldermen Markli, Pinchok and Povlin; Alderman LaMarche was absent; no nays; motion passed.

Ordinances

Public Notice & Second Reading

Ordinance 16-07, an Ordinance to rezone Parcel 117, Tax Map 142, located at the south intersection of N. Campbell Station Road and Herron Road, approximately 4.68 Acres, from R-2 (General Single-Family Residential) to S-1 (Community Service) (Autumn Care II, LLC, Applicant)

Motion was made to approve Ordinance 16-07 on second and final reading. Moved by Alderman Pinchok, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Markli, Pinchok and Povlin; Alderman LaMarche was absent; no nays; motion passed.

Ordinance 16-08, an Ordinance to amend Ordinance 15-08, FY2016 Budget, State Street Aid Fund

Motion was made to approve Ordinance 16-08 on second and final reading. Moved by Alderman Markli, seconded by Alderman Povlin; voting yes, Mayor McGill, Aldermen Markli, Pinchok and Povlin; Alderman LaMarche was absent; no nays; motion passed.

Ordinance 16-09, an Ordinance to amend the text of the Municipal Code of the Town of Farragut, Tennessee, Ordinance 86-16, as amended, by amending Title 19, Businesses, Peddlers, Solicitors, etc., Chapter 1, Peddlers, etc.

Motion was made to approve Ordinance 16-09 on second and final reading. Moved by Alderman Povlin, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Markli, Pinchok and Povlin; Alderman LaMarche was absent; no nays; motion passed.

Business Items

Approval of Resolution R-2016-07, Town of Farragut Supplemental Retirement Custodial Bank Change

Motion was made to approve Resolution R-2016-07. Moved by Alderman Markli, seconded by Alderman Povlin; voting yes, Mayor McGill, Aldermen Markli, Pinchok and Povlin; Alderman LaMarche was absent; no nays; motion passed.

Approval of Resolution R-2016-08, Town of Farragut Supplemental Retirement Plan Investment Policy Revision

Motion was made to approve Resolution R-2016-08. Moved by Alderman Povlin, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Markli, Pinchok and Povlin; Alderman LaMarche was absent; no nays; motion passed.

Approval of Reimbursement Request for Utility Relocation by First Utility District at Everett Road Improvements Project

Motion was made to approve the Reimbursement Request in the amount of \$27,470.79 for Utility Relocation by First Utility District at Everett Road Improvements Project. Moved by Alderman Povlin, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Markli, Pinchok and Povlin; Alderman LaMarche was absent; no nays; motion passed.

Town Administrator's Report

David Smoak, Town Administrator, announced the following events:

- Impact Fee public form, May 5 at 7:00 PM
- Knox County Sheriff's office grand opening on Parkside Drive, May 7

Mr. Smoak also made the board aware of two public works employees, Jeff Williams and Tommy McAmis, who went above and beyond to assist citizens.

Meeting adjourned at 7:35 PM

Ralph McGill, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Ordinance 16-03, on Second Reading and Public Hearing, to rezone Parcels 18 and 18.01, Tax Map 162, located at 1006 McFee Road, approximately 6 Acres, from R-1 to R-2 (John and Teresa Kirkland, Applicants)

INTRODUCTION: This item involves a request to rezone two existing parcels along McFee Road south of the roundabout from Rural Residential to General Single-Family Residential.

DISCUSSION: The southwest portion of the Town is still largely undeveloped and has historically been large lot residential and agriculture. With the improvements to McFee Road that occurred a few years ago, the area is likely to transition away from this rural character and into a more suburban plan of development. When the land use plan was being updated in 2012, the general southwest area was primarily seen as a candidate for open space oriented residential development. The area is known to have numerous sinkholes and an open space overlay would work best with this land feature. The staff is not aware of any sinkholes, however, on the subject parcels.

The request before you reflects a minimal change from the current zoning. The property owner is interested in developing a small subdivision but the property does not currently have access to utility district sanitary sewer. Under the existing Rural Residential Zoning District (R-1), the minimum lot size for a new lot without utility district sewer is one acre. The applicant is requesting a rezoning to the General Single-Family Residential District (R-2) because it permits a smaller minimum lot size where sanitary sewer is not available. In such a case, the minimum lot size in R-2 is 25,000 square feet (a little over half an acre).

RECOMMENDATION BY: From the staffs' perspective these parcels would best be used in combination with larger adjoining tracts (which are not owned by the applicant) as part of an open space overlay residential development. Such a development could also provide for a housing mixture (attached and detached) that could transition well with the mixed use neighborhood land use that is shown on the future land use map to the north near the roundabout.

Though the request to R-2 is not inconsistent with some of the current zoning in the area, this request should also be considered in relation to the future development of this general area. The vision of the CLUP is a small mixed use neighborhood node near the roundabout with abutting residential development that would provide for appropriate transition and account for the physical characteristics of much of the land in this portion of the Town. From the staffs' perspective, the question is whether this rezoning request would impact the vision of the CLUP for this general area.

At their meeting on January 21, 2016, the Planning Commission reviewed this request and, given the small acreage involved, did not see any harm to the CLUP as a result of this rezoning. Consequently, the commission recommended unanimously to approve Ordinance 16-03. At the March 24, 2016 Board of Mayor and Aldermen meeting, the Board voted unanimously to approve Ordinance 16-03 on first reading. The approval was conditioned on the existing barn being removed and all agricultural use of the property abandoned or the two parcels combined into a lot that is at least 5 acres prior to second reading. The R-2 Zoning District requires a minimum of 5 acres for any agriculture use and structures. A rezoning cannot create a use violation.

The barn has now been removed and the horses have been sold and the rezoning is being presented for second reading.

PROPOSED MOTION: To approve Ordinance 16-03 on second reading.

BOARD ACTION:

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

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

ORDINANCE: 16-03
PREPARED BY: Shipley
REQUESTED BY: John & Teresa Kirkland
CERTIFIED BY FMPC: January 21, 2016
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 Parcels 18 and 18.01, Tax Map 162, located at 932 and 1006 McFee Road, from Rural Single-Family Residential (R-1) to General Single-Family Residential (R-2) (Exhibits A and B).

SECTION 2.

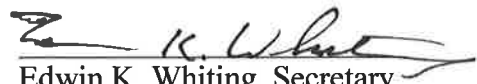
This ordinance shall take effect from and after its final passage and publication, the public welfare requiring it.

Dr. Ralph McGill, Mayor

Allison Myers, Town Recorder

Certified to the Farragut Board of Mayor and Aldermen this _____ day of _____, 2016, with approval recommended.


Rita Holladay, Chairman


Edwin K. Whiting, Secretary

FARRAGUT MUNICIPAL PLANNING COMMISSION



LIVE CLOSER • GO FURTHER
farragut

**Ordinance 16-03
Exhibit A**

Rezone
Parcels 18 and 18.01, Tax Map 162

From
Rural Single Family
Residential (R-1)
to
General Single Family
Residential (R-2)

Legend

- Streets
- Subject Property
- ParcelOwners_TOF
- A, Agricultural
- OS-P, Open Space/Park
- R-1, Rural Single-Family Residential
- R-2, General Single-Family Residential
- OSMR, Open Space Mixed Residential Overlay
- Town Limit



1 in = 400 ft

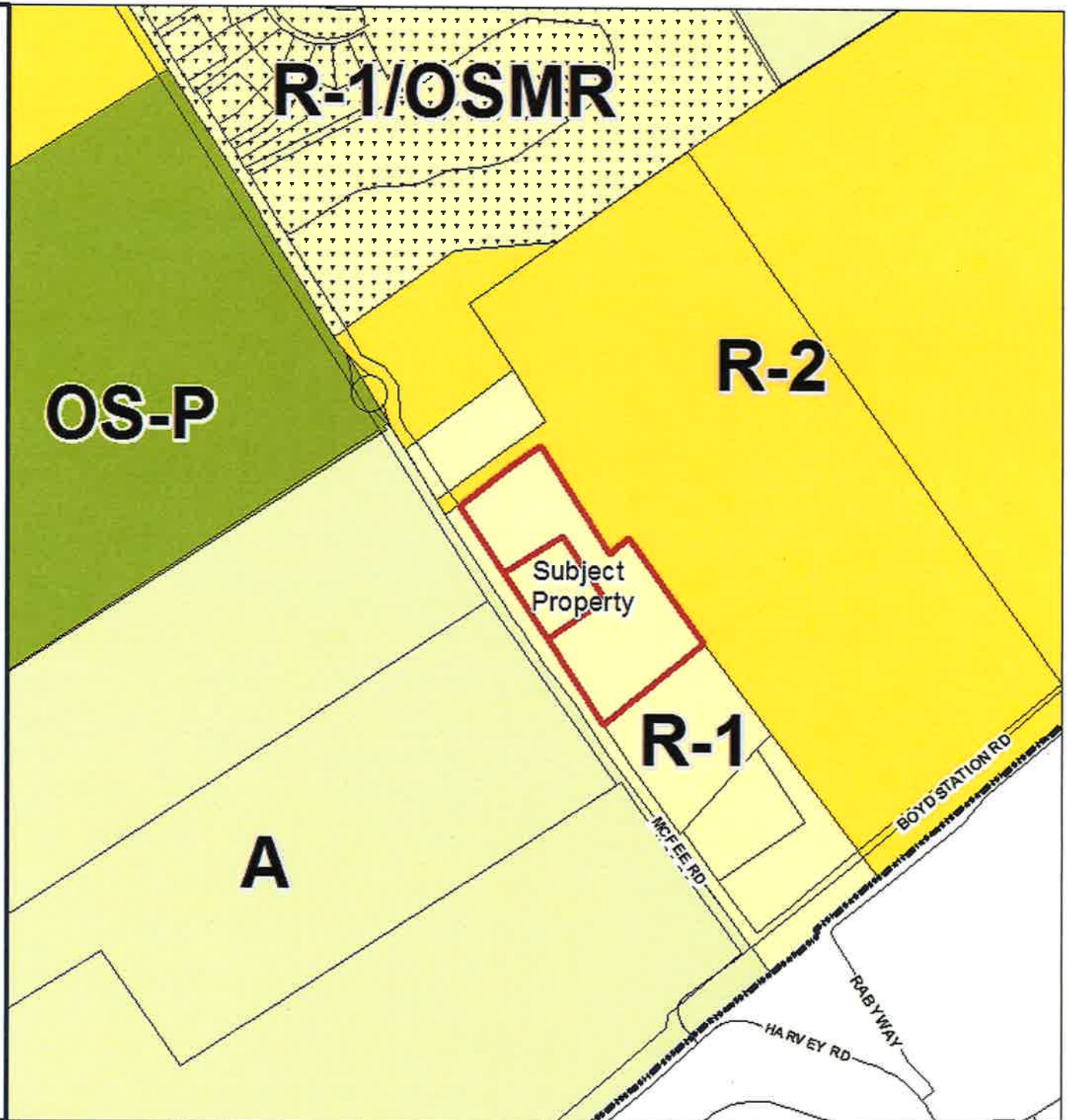
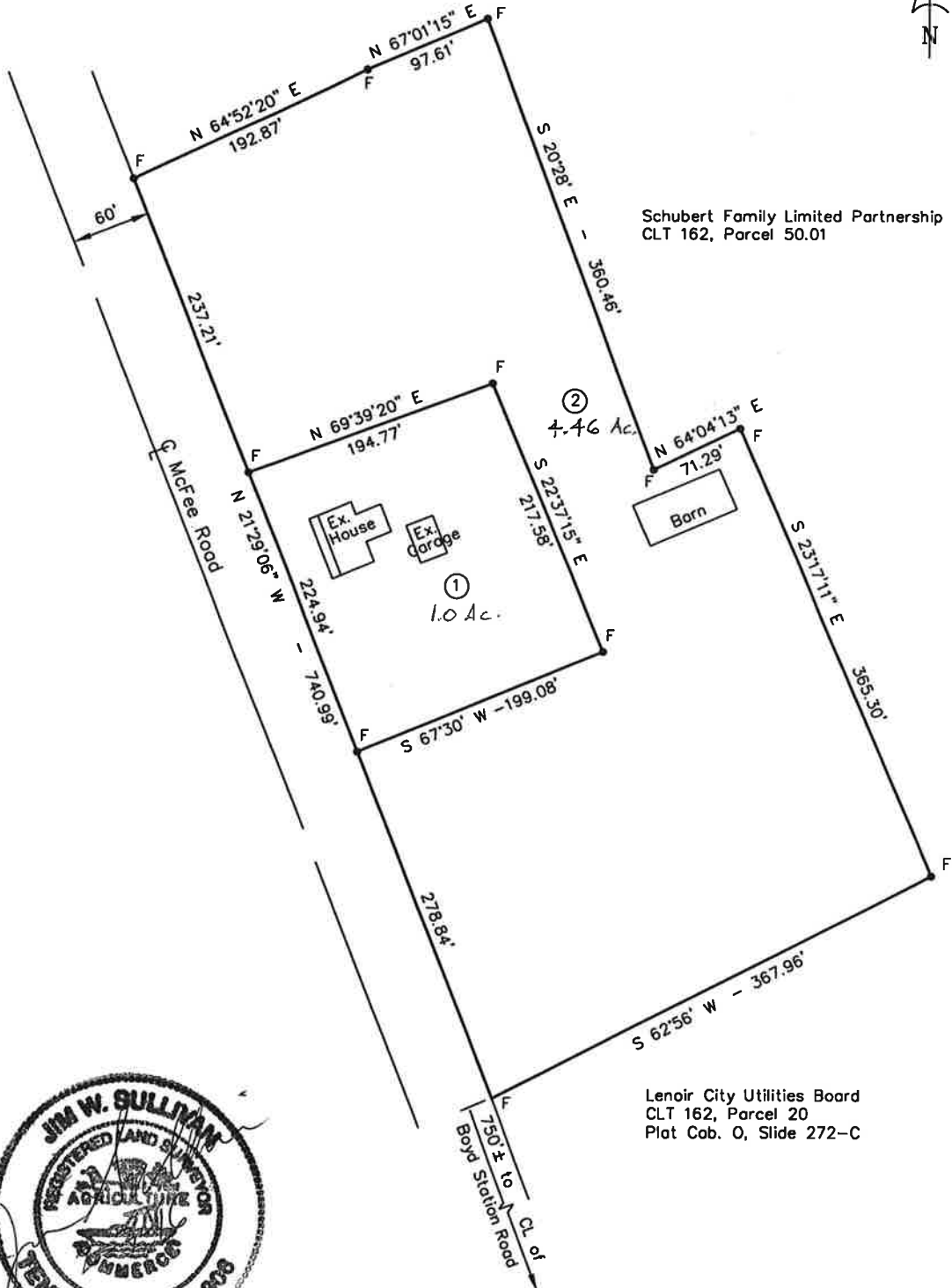


EXHIBIT B

Schubert Family Limited Partnership
CLT 162, Parcel 50.01



Schubert Family Limited Partnership
CLT 162, Parcel 50.01

Lenoir City Utilities Board
CLT 162, Parcel 20
Plat Cab. O, Slide 272-C

Plat Cab. P, Slide 284-A



Owner: _____

Lot 1 & 2

Subd. Linginfelter S/D

County Knox Dist. 6

City Farrogut

State Tennessee

Jim Sullivan, Land Surveyor
Maryville, Tenn.
Ph. 406-7324

Scale 1"=100'

Date Feb. 3, 2016

RESOLUTION PC-16-02

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 PARCELS 18 AND 18.01, TAX MAP 162, LOCATED AT 932 AND 1006 MCFEE ROAD, APPROXIMATELY 6 ACRES, FROM R-1 (RURAL SINGLE-FAMILY RESIDENTIAL) TO R-2 (GENERAL SINGLE-FAMILY RESIDENTIAL)

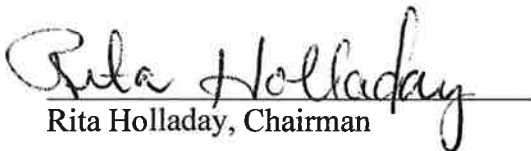
WHEREAS, the Tennessee Code Annotated, Section 13-4-201et seq, provides that the Municipal Planning Commission shall make and adopt a general plan for the physical development of the municipality; and

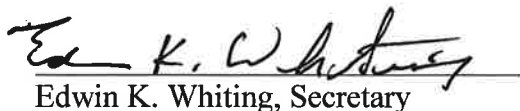
WHEREAS, the Farragut Municipal Planning Commission has adopted various elements of a zoning plan as an element of the general plan for physical development; and

WHEREAS, a public hearing was held on this request on January 21, 2016;

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 16-03.

ADOPTED this 21st day of January, 2016.


Rita Holladay, Chairman


Edwin K. Whiting, Secretary

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of Contract 2016-12, Auditing Services 3-Year Professional Services Contract

BACKGROUND:

Ingram, Overholt & Bean have been the auditors for the Town since 1996. During this time the Town has earned the Certificate of Achievement for Excellence in Financial Reporting (CAFR) every year. The CAFR was established in 1945 by the Government Finance Officers Association (GFOA) to encourage and assist state and local governments to go beyond the minimum requirements of generally accepted accounting principles. Local governments are to prepare comprehensive annual financial reports that promote the spirit of transparency and full disclosure; and then to recognize individual governments that succeed in achieving that goal.

DISCUSSION:

The contract is for auditing services for Fiscal Years 2016, 2017 and 2018. The contract will not effect the current budget because work will begin following the year end. The prosed professional services fees for three fiscal years is as follows:

FY2016 \$13,900, FY2017 \$14,350, & FY2018 \$14,800

In Tennessee Code Annotated §12-3-1209, *Any person providing fiscal agent, financial advisor or advisory services to any county, city, metropolitan government, town, utility district or other municipal or public corporation shall perform such services only pursuant to a written contract, specifying the services to be rendered, the costs therefore, and the expenses to be covered under such contract.* Since the contract falls under this provision an RFP is not required for the approval of this contract.

RECOMMENDATION BY:

Allison Myers, Town Recorder

PROPOSED MOTION:

Motion to approve Contract 2016-12, Auditing Services-3-Year Professional Services Contract, with Ingram, Overholt and Bean for FY2016 \$13,900, FY2017 \$14,350 & FY2018 \$14,800.

BOARD ACTION:

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

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

Ingram Overholt & Bean, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

Joe S. Ingram, CPA (1948 - 2011)
Lonas D. Overholt, CPA
Robert L. Bean, CPA

428 Marilyn Lane
Alcoa, Tennessee 37701

Telephone
865-984-1040
Facsimile
865-982-1665

May 2, 2016

To the Board of Mayor and Aldermen
Town of Farragut, Tennessee
Farragut, Tennessee

We are pleased to confirm our understanding of the services we are to provide to the Town of Farragut, Tennessee for the years ended June 30, 2016, 2017 and 2018. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town of Farragut, Tennessee as of and for the years ended June 30, 2016, 2017 and 2018. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Farragut, Tennessee's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town of Farragut, Tennessee's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedule of Changes in Net Pension Liability (Asset)
- 3) Schedule of Pension Contributions
- 4) Notes to Required Supplementary Schedules Related to Pension Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies Town of Farragut's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Combining and Individual Fund Financial Statements and Budgetary Comparison Schedules
- 2) Capital Assets Used in the Operation of Governmental Activities
- 3) Miscellaneous Schedules
- 4) Statistical Information

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Introductory Section

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Town of Farragut, Tennessee and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Town of Farragut, Tennessee's financial statements. Our report will be addressed to the Mayor and Board of Aldermen of the Town of Farragut, Tennessee. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Town of Farragut, Tennessee is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as

part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Farragut, Tennessee's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the Town of Farragut, Tennessee in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud

could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We will provide copies of our reports to the State of Tennessee; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Ingram, Overholt & Bean PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State of Tennessee or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Ingram, Overholt & Bean PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the State of Tennessee. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit of the initial year on approximately September 1, 2016 (or a date of your choice) and to issue our reports no later than December 10, 2016. Subsequent audits will follow a similar timetable. Robert Bean is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be \$13,900, \$14,350 and \$14,800 for the year ending June 30, 2016, 2017 and 2018, respectively. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. In addition, the above fee does not take into consideration circumstances that may require the Town of Farragut, Tennessee to have an audit in accordance with the Single Audit provisions of the Office of Management and Budget. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the Town of Farragut, Tennessee and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

INGRAM, OVERHOLT & BEAN PC

RESPONSE:

This letter correctly sets forth the understanding of the Town of Farragut, Tennessee.

Signature: _____

Title: _____

Date: _____

CONTRACT TO AUDIT ACCOUNTS

OF

Town of Farragut

FROM July 01, 2015 TO June 30, 2016

This agreement made this 3rd day of May 2016, by and between Ingram, Overholt and Bean, PC, 428 Marilyn Lane, Alcoa, TN 37701, hereinafter referred to as the "auditor" and Town of Farragut, of 11408 Municipal Center Drive, Farragut, TN 37922, hereinafter referred to as the "organization", as follows:

1. In accordance with the requirements of the laws and/or regulations of the State of Tennessee, the auditor shall perform a financial and compliance audit of the organization for the period beginning July 01, 2015, and ending June 30, 2016 with the exceptions listed below:
2. The auditor shall conduct the audit in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States and requirements prescribed by the Comptroller of the Treasury, State of Tennessee, as detailed in the *Audit Manual*. Additional information and procedures necessary to comply with requirements of governments other than the State of Tennessee are permissible provided they do not conflict with or undermine the requirements previously referenced. If applicable, the audit is to be conducted in accordance with the provisions of the Single Audit Act and U.S. Office of Management and Budget (OMB) *Circular A-133* for fiscal years ending prior to December 25, 2015 and the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* for fiscal years ending December 25, 2015 or later. The audit is also to be conducted in accordance with any other applicable federal management circulars. It is agreed that this audit will conform to standards, procedures, and reporting requirements established by the Comptroller of the Treasury. It is further agreed that any deviation from these standards and procedures will be approved in writing by the Comptroller of the Treasury prior to the execution of the contract. The interpretation of this contract shall be governed by the above-mentioned publications and the laws of the State of Tennessee.
3. The auditor shall, as part of the written audit report, submit to the organization's management and those charged with governance:
 - a) a report containing an expression of an unqualified or modified opinion on the financial statements, as prescribed by the *Audit Manual*. This report shall state the audit was performed in accordance with *Government Auditing Standards*, except when a disclaimer of opinion is issued. If the organization is a component unit or fund of another entity, it is agreed that: (a) the financial statements may be included in the financial statements of the other entity; (b) the principal auditor for the other entity may rely upon the contracted auditor's report; and (c) any additional information required by the principal auditor of the other entity will be provided in a timely manner.
 - b) a report on the internal control and on compliance with applicable laws and regulations and other matters. This report shall be issued regardless of whether the organization received any federal funding. Audit reports of entities which are subject to the provisions of the Single Audit Act and OMB *Circular A-133* or the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* shall include the additional report required by that guidance. The reports will set forth findings, recommendations for improvement, concurrence or nonconcurrence of appropriate officials with the audit findings, comments on corrective action taken or planned, and comments on the disposition of prior year findings.
4. If a management letter or any other reports or correspondence relating to other matters involving internal controls or noncompliance are issued in connection with this audit, a copy shall be filed with the Comptroller of the Treasury by the auditor. Such management letters, reports, or correspondence shall be consistent with the findings published in the audit report (i.e., they shall disclose no reportable matters or significant deficiencies not also disclosed in the findings found in the published audit report).
5. The auditor shall file one (1) electronic copy of said report with the Comptroller of the Treasury, State of Tennessee. The auditor shall furnish 15 printed copies and/or an electronic copy of the report to the organization's management and those charged with governance. It is anticipated that the auditor's report shall be filed prior to December 31, 2016, but in no case, shall be filed later than six (6) months following the period to be audited, without explanation to the Comptroller of the Treasury, State of Tennessee and the organization. Requirements for additional copies, including those to be filed with the appropriate officials of granting agencies, are listed below:
6. The auditor agrees to retain working papers for no less than five (5) years from the date the report is received by the Comptroller of the Treasury, State of Tennessee. In addition, the auditor agrees that all audit working papers shall, upon request, be made available in the manner requested by the Comptroller for review by the Comptroller of the Treasury or the Comptroller's representatives, agents, and legal counsel, while the audit is in progress and/or subsequent to the completion of the report. Furthermore, at the Comptroller's discretion, it is agreed that the working papers will be reviewed at the office of the auditor, the entity, or the Comptroller and that copies of the working papers can be made by the Comptroller's representatives or may be requested to be made by the firm and may be retained by the Comptroller's representatives.

7. Any reasonable suspicion of fraud, (regardless of materiality) or other unlawful acts including, but not limited to, theft, forgery, credit/debit card fraud, or any other act of unlawful taking, waste, or abuse of, or official misconduct, as defined in *Tennessee Code Annotated*, § 39-16-402, involving public money, property, or services shall, upon discovery, be promptly reported in writing by the auditor to the Comptroller of the Treasury, State of Tennessee, who shall under all circumstances have the authority, at the discretion of the Comptroller, to directly investigate such matters. Notwithstanding anything herein to the contrary, the Comptroller of the Treasury, State of Tennessee, acknowledges that the auditor's responsibility hereunder is to design its audit to obtain reasonable, but not absolute, assurance of detecting fraud that would have a material effect on the financial statements, as well as other illegal acts or violations of provisions of contracts or grant agreements having a direct and material effect on financial statement amounts. If the circumstances disclosed by the audit call for a more detailed investigation by the auditor than necessary under ordinary circumstances, the auditor shall inform the organization's management and those in charge of governance in writing of the need for such additional investigation and the additional compensation required therefor. Upon approval by the Comptroller of the Treasury, an amendment to this contract may be made by the organization's management and those charged with governance and the auditor for such additional investigation.

8. **Group Audits.** The provisions of Section 8, relate exclusively to contracts to audit components of a group under SAS 122, Section AU-C 600. (See definitions in AU-C 600, Paragraph 11.) Section 8 is only applicable to an auditor that audits a component (e.g. a fund, component unit, or other component) of a county government that is audited by the Division of Local Government Audit (LGA). Section 8 is intended to satisfy the communication requirements for the group auditor (LGA) to the component auditor under AU-C 600.

- a) The Division of Local Government Audit (LGA) shall be considered the "group auditor" for any contract to audit a component of an applicable county government. LGA shall present the county's financial statements in compliance with U.S. Generally Accepted Accounting Principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB). LGA shall conduct the audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- b) The contracting auditor shall be considered the "component auditor" for purposes of this section.
- c) The financial statements audited by the component auditor should be presented in accordance with GAAP as promulgated by GASB. If the financial reporting framework for any component does not conform to this basis, the financial reporting framework should be disclosed in Section 9 (Special Provisions). (Component financial statements that are not presented using the same financial reporting framework as the county's financial statements may cause this contract to be rejected.)
- d) The component auditor shall conduct the component audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- e) The component auditor shall cooperate with LGA to accomplish the group audit. It is anticipated that LGA will make reference to the component auditor's report in the group audit report. Should LGA find it necessary to assume responsibility for the component auditor's work, the terms, if any, shall be negotiated under a separate addendum to this contract.
- f) The component auditor shall follow the ethical requirements of *Government Auditing Standards* and affirms that the component auditor is independent to perform the audit and will remain independent throughout the course of the component audit engagement.
- g) The component auditor affirms that the component auditor is professionally competent to perform the audit. LGA may confirm certain aspects of the component auditor's competence through the Tennessee State Board of Accountancy.
- h) The component auditor will be contacted via email by the LGA's Audit Review Manager with the estimated date of the conclusion of LGA's audit of the county government. The component auditor agrees to update subsequent events between the date of the component auditor's report and the date of the conclusion of LGA's audit of the county government. Additional subsequent events should be communicated via email to LGA's Audit Review Manager.
- i) The component auditor shall read LGA's audited financial statements for the county government for the previous fiscal year noting in particular related parties in the notes to the financial statements, and material misstatement findings in the Findings and Questioned Costs Section. The previous year audited financial statements can be obtained from the Comptroller's website at www.comptroller.tn.gov <<http://www.comptroller.tn.gov>>. As required by generally accepted auditing standards, we have identified Management Override of Controls and Improper Revenue Recognition as presumptive fraud risks. The component auditor shall communicate to LGA (i.e. group management) on a timely basis related parties not previously identified by the group management in LGA's prior year audited financial statements. Related parties should be communicated via email to LGA's Audit Review Manager.
- j) The component auditor's report should not be restricted as to use in accordance with AU-C, 25 (b) and AU-C, 905.
- k) Sections 1-7 and Sections 9-13 of this contract are also applicable to the component auditor during the performance of the component audit.

9. (Special Provisions)

10. In consideration of the satisfactory performance of the provisions of this contract, the organization shall pay to the auditor a fee of (Fees may be fixed amounts or estimated.) (Fixed Amount: **13,900.00**) or (Estimated gross fee:)

(If not fixed amount, an estimated gross fee should be furnished to the governing unit for budgetary purposes. A schedule of fees and/or rates should be set forth below. Interim billings may be arranged with consent of both parties to this contract.) Provision for the payment of fees under this agreement has been or will be made by appropriation of management and those charged with governance.

SCHEDULE OF FEES AND/OR RATES:

11. As the authorized representative of the firm, I do hereby affirm that:
- our firm and all individuals participating in the audit are in compliance with all requirements of the Tennessee State Board of Accountancy and;
 - our firm has participated in an external quality control review at least once every three (3) years, conducted by an organization not affiliated with our firm, and that a copy of our most recent external quality control review report has been provided to the organization and the office of the Tennessee Comptroller of the Treasury approving this contract;
 - all members of the staff assigned to this audit have obtained the necessary hours of continuing professional education required by *Government Auditing Standards*;
 - all auditors participating in the engagement are independent under the requirements of the American Institute of Certified Public Accountants and *Government Auditing Standards*.

12. This writing, including any amendments or special provisions, contains all terms of this contract. There are no other agreements between the parties hereto and no other agreements relative hereto shall be enforceable, unless entered into in accordance with the procedures set out herein and approved by the Comptroller of the Treasury, State of Tennessee. In the event of a conflict or inconsistency between this contract and the special provisions contained in paragraph 9 of this contract, the special provision(s) are deemed to be void. Any changes to this contract must be agreed to in writing by the parties hereto and must be approved by the Comptroller of the Treasury, State of Tennessee. All parties agree that the digital signatures, that is, the electronic signatures applied by submitting the contract, are acceptable as provided for in the Uniform Electronic Transaction Act. Any paper documents submitted related to this contract will be converted to an electronic format and such electronic document(s) will be treated as the official document(s).

13. If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did

Ingram, Overholt and Bean, PC

Town of Farragut

Audit firms

Governmental Unit or Organization

 **Robert L. Bean**



By

By

Signature

Signature

Title/Position: **Partner**

Title/Position:

E-mail address: **karen@iobcpas.com**

E-mail address

Date: **May 03, 2016**

Date:

Approved by the Comptroller of the Treasury, State of Tennessee

For the Comptroller:

By

Date:

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Event Application for the Knoxville Track Club's Farragut 13.1 Half Marathon/5K Kids Run

BACKGROUND:

The Knoxville Track Club (KTC) is requesting approval for an event application for the third annual Farragut Half Marathon/5K Kids Run on Saturday, October 29, 2016.

DISCUSSION:

For the past two years the KTC has sponsored a Farragut half-marathon/5K kids run. These events have been well attended and very successful. Similar to previous years, both the half marathon and the 5K will start and finish at Farragut High School and most of the course will be the same as last year.

The KTC is considering an earlier start time of 8:00 rather than 8:30. Staff would support the earlier start time. The half marathon course will close in 3 hours and 30 minutes.

Course maps and cue sheets for the half marathon and the 5K are included in your packet along with the event application. The half marathon will have 3 aid stations that will also include portable toilets. KTC will be providing all materials needed for both the half marathon and the 5K and will be responsible for all clean up. Given its length, the half marathon will impact traffic flow on a number of roads. Same as last year, Dixon Road, Virtue Road, and Allen Kirby Road will be completely closed during the half marathon. Other roads will have partial closures. The KTC will be using a number of police officers, cones, signage, and volunteers to address any potential vehicular/pedestrian conflicts. KTC is also proposing an extensive public outreach program to notify affected residents and advertise the event ahead of time. Those efforts include:

- 1) Notices in the Farragut Press in early-October explaining the upcoming half marathon and that certain roads will be affected. The notices will include a course map and specifically outline the affected subdivisions;
- 2) Small portable signs placed (as permitted) at the entrances to affected subdivisions notifying the residents of the upcoming half marathon and road impacts;
- 3) Flyers distributed to affected subdivisions;
- 4) Signage (approved by the Town) placed a few days before the event near the Kingston Pike/N. Campbell Station Road and Kingston Pike/Old Stage Road intersections advertising the half marathon and to expect delays from 8 a.m. to 12:00 p.m.;
- 5) Detour signage, as appropriate, to provide motorists with options around the half marathon route; and
- 6) In addition to the above outreach efforts, the Town will advertise the event through its different media outlets.

RECOMMENDATION BY:

The staff recommends as part of any approval for this special event that KTC work closely with those individual property owners (particularly those along roads that are proposed to be closed) as well as affected subdivisions (including the Village Green Subdivision that will be affected by the 5K) to ensure that all efforts are made to notify them of this event and the potential impact it could have. The staff would also recommend that all

possible measures are taken to minimize traffic flow disruption when the half marathon runners cross Kingston Pike near the end of the run. Due to conflicts with other activities and park reservations, McFee Park cannot be used as part of the race course. Instead, KTC will be using part of the Lake Haven Subdivision off Turkey Creek Road to make up the distance.

A security deposit of \$500 is now required for events that use public streets. The Town has experienced some issues with road races using pavement markings for directional purposes which would then need to be removed from the streets. Such markings are no longer permitted and the deposit helps ensure that there is money available to correct any damage to public infrastructure. KTC will be using signage to direct race participants and will have no pavement markings.

The staff would commend the KTC for advertising this as the “Farragut” half marathon. This event is second only to the Knoxville Marathon in terms of participation and is great publicity for the Town of Farragut.

Having an event such as this in the Town is consistent with the Pedestrian and Bicycle Plan that was adopted in 2010. This plan encourages events that promote the Town’s significant emphasis on an active community that is reflected in its built environment. The staff recommends approval of this special event application with the recommendations noted above.

PROPOSED MOTION:

To approve the requested special event subject to staff’s recommendations.

BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

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

Council Beth Christy No Park

mandatory Attendance in 10/16

pd



Need insurance received
received
Needs BMA approval - May

13.1
10/29/16
1

Town of Farragut Event Application

***Instructions: Please review all forms in this application package and submit a complete application to:**

The Town of Farragut: (865) 966-7057 Fax: (865) 671-2096

Email: events@townoffarragut.org

***If only a temporary sign permit is needed, please complete the Temporary Sign Permit application found on the Town of Farragut website. This application is not valid for temporary sign permits that do not accompany an event held within the Town of Farragut.**

Event applications will be reviewed by the Town of Farragut's Event Committee

- Event Meetings are held on the first Monday of each month at 2:00 p.m. at the Board Room of the Farragut Town Hall. Attendance is required for most events.
- There is a non-refundable permit fee of \$25. Other fees may apply for additional required permits.
- Event forms must be submitted to the Community Development Department as follows: Events requiring use of public infrastructure (greenways, roads, closures, etc.) and/or are requesting a beer, liquor or wine permit must file at least 180 days prior to the event but not more than 365 days prior to the event. Events held on public property and are not requesting a beer, liquor or wine permit must file at least 60 days in advance and prior to the event committee meeting the month preceding the event. Applicants requesting only sidewalk sales or tent sales are required to file at least 10 days prior to their event in order to obtain all necessary permits and have questions answered by staff.
- Events that involve mobile vending shall meet fire suppression standards outlined by the Town of Farragut. Contact the Farragut Fire Marshal for more information.
- Prior to advertising and accepting registration entries for the event, all applicable town approvals shall be obtained.

Organization Information

Type of Organization: ☐ Neighborhood ☒ Non-Profit ☐ Government ☐ Corporation (Commercial/Office)

☐ Church and/or other place of worship ☐ School

☐ Other (please specify): _____

Name of Organization: Knoxville Track Club

Organization Address: PO Box 52266

City/State: Knoxville Zip Code: 37950

Primary Contact: Kristy Altman Address: same

It is the policy of Town of Farragut to assure that no person shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance.



Town of Farragut Event Application

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City/State: _____ Zip Code: _____

Work Number: _____ Cell Number: 865-805-2008 Email:
knoxvilletrackclub@gmail.com

Is your organization /business authorized to do business in Tennessee? Yes ☒ No ☐

Tax ID (If applicable): 62-0731345

Event Information

Event Name: Farragut 13.1, 5k, Kids Run Event Date (s): 10-29-2016

Event Address: Farragut High School and area Time of Event (start to finish): 6am-12am

Owner of Event Property: _____ Phone: _____

Set-Up and Teardown Information:

Date: 10-29-16 Time of Set-Up: 6:00am

Date: 10-29-16 Time of Teardown: 1:00 pm

Type of Event: (Check all that apply)

☐ Community Event – A Town sponsored or co-sponsored event that benefits and/or promotes the community.

☒ Special Event – An event held on public or private property that is **not** sponsored by the Town. Such an event is distinguished from a temporary sign permit by the inclusion of event-related amenities such as tent(s), vendor(s), display(s), pavilion(s), any outdoor activity, etc. Applicants shall be limited to a maximum of four events annually, this includes Temporary Sign Permits.

***If only a temporary permit is needed, please complete the Temporary Sign Permit application found on the Town of Farragut website. This application is not valid for temporary sign permits not accompanying an event.**

***If requesting park use at Founders Park at Campbell Station, please complete the Special Event Application – Founders Park at Campbell Station on the Town of Farragut website.**

Check the Organization type below.

☒ Non-Profit

☐ Corporation (Commercial/Office)

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Town of Farragut Event Application

3

☐ School

☐ Church and/or other Place of Worship

☐ Other (please specify): _____

☐ Grand Opening (for a sign only, complete the Temporary Sign Permit application)

☐ Parade Request

☐ Carnival

☐ Outdoor/Seasonal Event (must include a site plan)

☒ Race (Includes Closure or Delay of Public Streets and/or Greenways)

Race Events:

- There shall be no markings placed on any street, sidewalk, greenway or pedestrian facility.
- Race events shall submit the finalized route and directional signage plan(s) with this application.
- Applicant shall pay a deposit of \$500.00 for race events that utilize public infrastructure.

☐ Other (Please Specify) _____

Description of Event: Road Race

Purpose of Event: Fundraiser for KTC

First Time Event: ☐ Yes ☒ No

If no, then please describe past events. 3rd annual event

What is your estimated attendance for event? 1500-2000

Will your organization charge admission? ☒ Yes ☐ No

Will your organization accept donations? ☒ Yes ☐ No

Will your event be open to public? ☒ Yes ☐ No

Outline your plans for trash removal including the date and hour that will be removed from the event site:

We will remove trash from course. We will work with FHS custodial at Start/Finish site.

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Town of Farragut Event Application

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Will your organization have a marketing/publishing plan? ☒ Yes ☐ No

If yes, then briefly describe your plan.

___ Website, Direct Mail, BillBoards, Print Media, Radio, local TV and word of mouth.

Hold Harmless

All authorized events occurring within the Town limits shall be individually and severally responsible to the Town for any loss, bodily or personal injury, deaths, and/or property damage that may occur as a result of the event representative/organizer's negligence or that of its agents and employees. All event organizers/representatives hereby agree to indemnify and save the Town, its officers, employees, and agents harmless from any loss, cost, damages and other expenses, including attorney's fees, suffered or incurred by the Town by reason of the event representative/organizers negligence or that of its agents and employees; provided that the event representative/organizer shall not be responsible nor required to indemnify the Town for negligence of the Town, its officers, employees, or agents. Furthermore, I fully understand and agree to comply with the terms and conditions as stated in this application. All information provided in this application is correct and accurate to the best of my knowledge.

Signature: _____

Date: _____

2-15-14

Event Checklist (listed in alphabetical order)				
Will you have:	Yes	No	If yes, how many?	If yes, complete the event checklist below
	x		1 speaker at start	
Amplification		x		
Animal(s)		x		
Carnival games		x		
Carnival rides	x			
Cleanup	x		Music through PA	
Entertainment/Music				
Emergency Services/First Aid	x			
Entertainment/Music				
Food Vendors	x		commons area FHS	
Inflatables				
Merchandise Vendors		x		
Movies		x		

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Town of Farragut Event Application

Parade		x		5
Portable Restrooms	x		FHS & Course	
Power and Lighting		x		
Public Outreach	x			
Security	x			
Signage	x			
Staff	x			
Tent(s)	x			
Traffic Control	x			
Volunteers	x			
Water	x			
Mobile Vending		x		

Event Checklist Description:

Please answer all questions as applicable and add any other pertinent information.

Amplification (Sound or Speaker System):

Basic PA system at start/Finish Line. used from 7AM-12

Animals:

n/a

Carnival Games:

n/a

Carnival Rides:

n/a

Cleanup:

Volunteers will remove used cups from course. Trash at school will be removed via FHS custodial

Emergency Services

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Town of Farragut Event Application

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Rural Metro will be available along with volunteer media staff.

Entertainment:

Music through the PA system at Start Finish area from 7 am- 12

Food:

Food will be given away in commons area at FHS to participants. No food will be sold.

Inflatables (Bounce House, Slide, Etc.):

n/a

Parade

n/a

Power & Lighting:

small honda generator at start/finish line area.

Public Outreach:

Farragut Chamber of Commerce, Farragut Press, Knoxville News Sentinel, Billboards, Radio, local TV and area HOA

Seasonal/Outdoor

Describe your site plan and provide documentation that you are permitted to use the site for your event.

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Town of Farragut Event Application

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Security

25 -30 Knox County Sherriff officers will direct traffic. AWP will cone and mark the course. Knox County Resource officers will be at the school for onsite security.

Signage

Signage will mark the course and direction runners are going we will increase the signage drastically this year.

Tent(s)

1-2 at FHS. One at Mcfee park and Anchor park for first aid. Small pop up tents.

Traffic Control:

AWP will mark and cone course, 25-30 KCSO will be on hand to direct traffic.

Water:

Tap water in coolers for participants.

Permit Checklist (listed in alphabetical order)			
Will You Have:	Yes	No	If yes, complete application
Alcohol/Wine		x	State of Tennessee Special Occasion Alcohol/Wine License
Beer		x	TOF Beer Permit or Provide Copy of Current TOF Beer Permit
Public Road/Greenway Closure (Parade, Race, Etc.)	x		Parade or Race Plan
Tents or Air Inflated Structure	x		TOF Tent Permit

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Town of Farragut Event Application

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Signage Requirements:

***Parameters Applicable to Signage for Commercial/Office/Schools/Non-Profit/Church/Other Place of Worship**

Sign

- Only one sign is permitted and it shall not exceed six feet in overall height and 16 square feet for churches and schools and 20 square feet in overall size for non-profit, commercial, businesses. A white background is required.
- The only material permitted for a special even sign is a minimum 10 millimeter thick corrugated plastic. No banners, streamers, balloons, flags on a rope, and/or other types of wind activated signs and/or portable or sandwich board signs are permitted
- If a sign is ground mounted, the sign shall be set back, in its entirety, at least 20 feet from the street edge of the nearest public street pavement and 10 feet from all entrance driveways. Please coordinate location with Town staff. Sign posts shall be removed completely at the end of the special event
- A drawing of the sign which shows dimensions, letter sizes, and appearance is required (at least 15% of the sign face shall include the Shop Farragut logo and the sign shall also include the entity's name)

Site:

- If the event involves anything exterior to the applicant's space (no sales from trucks are permitted), please include a site plan which demonstrates that vehicular and pedestrian circulation will not be affected by the proposed event. No event is permitted on vacant or vacated property. On-site entities must sponsor any off-site not-for-profit or non-profit event. If a tent is involved, please include dimensions and proposed location. A separate tent permit may be required from the Fire Marshal.
- By submitting this form, you are acknowledging that all information included with this application is accurate and that you have read, understand, and will follow all parameters/conditions listed on this application.

***Parameters Related to Grand Opening**

- Business must have Certificate of Occupancy or approved Re-Occupancy per Code/Fire Inspector

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Town of Farragut Event Application

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- Applicant shall pay a deposit to use Town's "Grand Opening" sign (refundable if no damage)
- Approximately 15% of the "Grand Opening" sign can be used to personalize with users information (must stay within perimeter of sign)
- If a sign is ground mounted, the sign shall be firmly affixed to studded T-posts (town provides) so that it is not wind activated. Such sign shall be set back, in its entirety, at least 20 feet from the street edge of the nearest public street pavement and 10 feet from all entrance driveways. The maximum sign height shall be six (6) feet. Please coordinate location with Town staff.
- One "Grand Opening" sign per street on which the lot, parcel or tract fronts. When more than one "Grand Opening" sign is allowed, they shall be a minimum of 150 feet apart
- The business is also allowed to use a 20 sq. ft. "Special Event" sign along with the "Grand Opening" sign that could be used for future "Special Events". The "Special Events" sign shall comply with all "Special Event" sign requirements.
- Twenty (20) day maximum for posting sign (deposit and one Special Event will be forfeited for exceeding time frame) The T-posts and "Grand Opening" sign shall be returned to the Town Hall.

With this signature, I acknowledge that all information with this application is accurate and that I have read and understand, and will follow all parameters/conditions listed on this application.

SIGNATURE OF APPLICANT: _____

PRINTED NAME OF APPLICANT: _____

Ray Wilson Jr.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/13/2016

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

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

PRODUCER STAR Insurance - Fort Wayne Office 2130 East Dupont Road Fort Wayne IN 46825	CONTACT NAME: Margaret M. Mayers PHONE (A/C, No. Ext.): (260) 467-5689 E-MAIL: margaret.mayers@starfinancial.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: National Casualty Company INSURER B: Nationwide Life Insurance Co. INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No.): (260) 467-5691 NAIC # 11991 66869
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COVERAGES **CERTIFICATE NUMBER:** 2016 \$2M A.I. **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			KRO0000005888100	12/31/2015 12:01 AM	12/31/2016 12:01 AM	EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000				
	☒ Legal Liability to		MED EXP (Any one person) \$ 5,000				
	☐ Participant \$2,000,000		PERSONAL & ADV INJURY \$ 2,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ Unlimited
	☒ POLICY ☐ PROJECT ☐ LOC			Abuse & Molestation			PRODUCTS - COM/OP AGG \$ 2,000,000
	OTHER:			Aggregate \$5,000,000			Abuse and Molestation \$ 500,000
A	AUTOMOBILE LIABILITY			KRO0000005888100	12/31/2015 12:01 AM	12/31/2016 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	☐ ANY AUTO		BODILY INJURY (Per person) \$				
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS	BODILY INJURY (Per accident) \$				
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$				
							\$
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$
	DED	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	Excess Medical & Accident (\$250 Deductible/Claim)			SPX0000027201500	12/31/2015 12:01 AM	12/31/2016 12:01 AM	Excess Medical \$10,000 AD & Specific Loss \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town of Farragut, its employees and agents are NAMED AS AN ADDITIONAL INSURED AS RESPECTS THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. DATE OF EVENT(S): 10/29/16 Tennessee Sports Medicine Group
Farragut 13.1, 5K, and Kids Mile INSURED RRCA CLUB/EVENT MEMBER: Knoxville Track Club, Att'n:
Kristy Altman; PO Box 52266, Knoxville, TN 37950

CERTIFICATE HOLDER**CANCELLATION**

10/29/16 Town of Farragut 11408 Municipal Center Dr. Farragut, TN 37934	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Terry Diller/MMA <i>Terry R. Diller, CPCU</i>
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ACORD 25 (2014/01)

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INS025 (201401)



mapmyrun

13.1 w lakeview and CS open
Distance: 13.1 mi
Elevation: 506.18 ft (Max: 1,078.84 ft)

13.1 course leaving Campbell
Station Intersection open and
utilizing Lakeview



Google

Map data ©2016 Google

ELEVATION (ft)



0

5

10

Miles

Copyright © 2016 Mapbox Inc.

 Head south	0 mi (+0.09 mi)
 Head south	0.09 mi (+0.11 mi)
 Head southwest toward N Campbell Station Rd	0.2 mi (+0.14 mi)
 Head southwest toward N Campbell Station Rd	0.35 mi (+0 mi)
 Turn left onto N Campbell Station Rd	0.35 mi (+0.09 mi)
 Head southwest on Jamestowne Blvd toward Village Green Pkwy	0.44 mi (+0.29 mi)
 Head west on Village Green Pkwy toward E Heritage Dr	0.73 mi (+0.11 mi)
 Turn right onto E Heritage Dr	0.84 mi (+0 mi)
 Head southwest on E Heritage Dr toward Village Green Pkwy	0.85 mi (+0.11 mi)
 Head southeast on Georgetowne Dr toward S Williamsburg Dr	0.96 mi (+0.12 mi)
 Head southeast on S Williamsburg Dr toward Russgate Blvd	1.07 mi (+0.24 mi)
 Head southeast on Russgate Blvd toward Kingston Pike	1.32 mi (+0.04 mi)
 Head southeast on Russgate Blvd toward Kingston Pike	1.36 mi (+0 mi)
 Turn right onto Kingston Pike	1.36 mi (+1.7 mi)
 Head south on Old Stage Rd toward Willow Ridge Way	3.06 mi (+0.86 mi)
 Head south on Dixon Rd toward Rodeo Dr	3.92 mi (+1.45 mi)

 Head southeast on Virtue Rd	5.37 mi (+0.27 mi)
 Continue onto Allen Kirby Rd	5.64 mi (+0.95 mi)
 Head southeast on McFee Rd toward Evans Rd	6.59 mi (+0.44 mi)
 At the traffic circle, continue straight to stay on McFee Rd	7.04 mi (+0.37 mi)
 Head northeast on Boyd Station Rd toward Willow Cove Way	7.41 mi (+0.87 mi)
 Boyd Station Rd turns slightly left and becomes Virtue Rd	8.28 mi (+0.42 mi)
 Head southeast on Virtue Rd toward Turkey Creek Rd	8.7 mi (+0 mi)
 Turn left onto Turkey Creek Rd	8.71 mi (+1.56 mi)
 Head east on Lake Haven Rd toward Lake Park Cir	10.27 mi (+0.08 mi)
 Head northwest on Lake Haven Rd toward Turkey Creek Rd	10.35 mi (+0.08 mi)
 Turn right onto Turkey Creek Rd	10.44 mi (+0 mi)
 Head northeast on Turkey Creek Rd toward Lake Heather Rd	10.44 mi (+1.04 mi)
 Head northwest on Concord Rd toward Waterford Dr	11.48 mi (+0.4 mi)
 Head north on Concord Rd toward Farragut Hills Blvd	11.87 mi (+0.64 mi)
 Continue onto West End Ave	12.52 mi (+0.26 mi)
 Head southwest	12.77 mi (+0.13 mi)
 Slight left	12.9 mi (+0 mi)
 Head north	12.9 mi (+0.08 mi)



Turn left

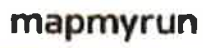
12.98 mi (+0.07 mi)



Destination

13.05 mi (+0 mi)

MapMyRun • <http://mapmyrun.com/routes/view/1075224436>



Elevation: 138.21 ft (Max: 1,017.32 ft)

intersection open



Map data ©2016 Google



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 Head southwest	0 mi (+0.1 mi)
 Head south	0.1 mi (+0.11 mi)
 Head southwest toward N Campbell Station Rd	0.21 mi (+0.14 mi)
 Head southwest toward N Campbell Station Rd	0.35 mi (+0.01 mi)
 Turn left onto N Campbell Station Rd	0.36 mi (+0.09 mi)
 Head southwest on Jamestowne Blvd toward Village Green Pkwy Destination will be on the left	0.45 mi (+0.21 mi)
 Head west on Jamestowne Blvd toward Village Green Pkwy	0.66 mi (+0.07 mi)
 Head southwest on Jamestowne Blvd toward Village Green Pkwy	0.74 mi (+0 mi)
 Turn right onto Village Green Pkwy	0.74 mi (+0.11 mi)
 Turn right onto E Heritage Dr	0.85 mi (+0 mi)
 Head southwest on E Heritage Dr toward Village Green Pkwy	0.86 mi (+0 mi)
 Head southwest on W Heritage Dr toward Village Green Pkwy	0.86 mi (+0.28 mi)
 Head north on W Heritage Dr toward Russfield Dr	1.14 mi (+0.01 mi)
 W Heritage Dr turns slightly right and becomes Russfield Dr	1.15 mi (+0.24 mi)
 Head northeast on Russfield Dr toward E Heritage Dr	1.39 mi (+0.08 mi)
 Head north on Russfield Dr	1.47 mi (+0.05 mi)
 Head north on Russfield Dr toward Old Colony Pkwy	1.53 mi (+0.28 mi)
 Head northwest on Russfield Dr toward Old Colony Pkwy	1.81 mi (+0.01 mi)
 Turn left onto Old Colony Pkwy	1.81 mi (+0.11 mi)
 Head northeast on Old Colony Pkwy toward Grammar Ln	1.92 mi (+0.2 mi)
 Head southeast on N Campbell Station Rd toward Old Colony Pkwy	2.12 mi (+0.58 mi)
 Head south on N Campbell Station Rd	2.71 mi (+0 mi)
Turn left	2.71 mi (+0.14 mi)



Head southeast

2.86 mi (+0.11 mi)

Head east toward Lendon Welch Way

2.97 mi (+0.08 mi)

Turn left

3.05 mi (+0.01 mi)

Head north

3.06 mi (+0.06 mi)

Head west

3.12 mi (+0.02 mi)

Turn left Destination will be on the right

3.13 mi (+0.02 mi)

Head west

3.16 mi (+0.03 mi)

Destination

3.19 mi (+0 mi)

MapMyRun • <http://mapmyrun.com/routes/view/1074008890>

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: William E. McKelvey, Public Works Director

SUBJECT: Approval of contract between TDOT and the Town of Farragut for landscaping and maintenance of areas at I-40 exit 373

INTRODUCTION: The purpose of this agenda item is to approve a contract between TDOT and the Town of Farragut to install landscaping and maintenance of all sides of the 373 exit ramps at the I-40/Campbell Station Road interchange.

BACKGROUND: Last year, TDOT finished the improvement at the 373 exit. The Town has wanted to design and install landscaping at this exit for many years. Since TDOT's completion of the razor project, staff approached TDOT concerning the mowing, weed eating, litter pickup and installing landscaped beds at the intersection.

DISCUSSION: Attached is a TDOT contract with approval for the Town to work within the intersection. The project will be put out to bid this fall with installation sometime in the October/November timeframe. Public Works will be responsible for the maintenance of these areas. The I-40/Campbell Station intersection landscaping project is included in the current fiscal year Capital Investment Program in the amount of \$75,000.

RECOMMENDATION BY: Bud McKelvey, Public Works Director, for approval.

PROPOSED MOTION: Approval of TDOT contract for the Town of Farragut to maintain the highway right-of-way at the Campbell Station Road and I-40 interchange.

BOARD ACTION:

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

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

**TENNESSEE DEPARTMENT OF TRANSPORTATION
PERMIT TO STATE AGENCY OR LOCAL GOVERNMENT
FOR PROJECT WITHIN HIGHWAY RIGHT-OF-WAY**

The State of Tennessee, Tennessee Department of Transportation ("TDOT"), hereby grants this special permit for the use of State property under the following terms and conditions:

PERMITTEE:

Town of Farragut
11408 Municipal Center Drive
Farragut, TN 37934
David Smoak, Town Administrator, 966-7057

Contact Person:
William McKelvey, Public Works Director, 865-388-5247

AUTHORIZED USE:

The Town of Farragut proposes to plant and landscape some of the grass areas at all four sides of the mile marker 373 exit ramps at the Campbell Station Road interchange, as shown on the landscape plans attached as Exhibit A (the "Work Area"). This intersection contains all grass areas that the Town of Farragut (Town) has started providing maintenance for as of March 2016. The Town is requesting to add landscaped beds that would consist of small trees of approved species, junipers, tall grasses, and flowering bulbs with mulch over weed fabric. The addition of these beds will add to the aesthetics for traffic coming and going along this route. Trees will be 15-20 gallon container sized crape myrtles, redbuds, and dogwoods and will be planted as shown on the attached landscape plan. Plants will be kept 30 feet from the edge of pavement or guardrail for a recovery zone for motorists. Visibility will be maintained for motorists along this section of roadway. The Town will also maintain proper distance from all drainage ways to provide access for maintenance and to insure root growth does not disturb the drainage system.

All areas proposed to be installed will be maintained by the Town of Farragut including mowing of the grass areas at the mile marker 373 exit ramps. The Town of Farragut will be responsible for all maintenance of all landscaped areas and mowing of grasses. The state may reserve the right to remove the landscaped areas for failure to properly maintain the site or any future improvements necessary in the area. Work will be performed by the Town of Farragut and a licensed contractor.

The Town of Farragut will contact 811 utility locator prior to digging the plant holes and all holes will be dug using handheld power tools or equipment. Heavy machinery will not be on site and grading will not occur during project.

LOCATION OF PREMISES:

I-40 and Campbell Station exit 373. Work will occur within the intersection as described in Attachment A. It will also be submitted electronically for any future reference.

EFFECTIVE DATES OF PERMIT:

June 01, 2016 through December 31, 2017

STANDARD TERMS AND CONDITIONS

1. PERMITTEE shall assume all liability for third-party claims for damages arising from its use of the Premises.
2. Prior to commencing the work authorized herein, PERMITTEE shall obtain any other permits or approvals required by federal, state or local laws, and shall notify any utility company affected by this project. PERMITTEE shall be financially responsible for any relocation or replacement of such utilities.
3. Prior to commencing the work authorized herein, PERMITTEE shall notify Tennessee One Call regarding any excavation(s) and shall ensure that the provisions of TCA 65-31-101 et seq. are met.
4. Access to the Premises shall only be at those points that have been previously approved by TDOT. Equipment and vehicles shall be confined to unpaved portions of the Premises.

5. A. PERMITTEE shall not cut any tree or similar vegetation that has a trunk over four inches in diameter. OR
A. PERMITTEE may only cut trees or similar vegetation within the area designated as "To Be Cleared of Vegetation" on the plans that are Attachment A hereto [If clear cutting of vegetation is to be allowed, use second option]

B. PERMITTEE shall not cut any flowering trees regardless of size [except in areas designated on the plans for clear cutting of vegetation].
6. All work on the premises shall be performed in compliance with current TDOT Standard Specifications for Road and Bridge Construction and TDOT Standard Drawings, in addition to applicable federal, state and local law and regulations.
7. PERMITTEE must obtain prior, written approval from TDOT before deviating from the scope of the project or the manner of its construction as described in this permit, including Attachment A.
8. At no time will work authorized by this permit interfere with the normal flow of traffic on roadways adjoining the Premises. PERMITTEE is responsible for providing traffic control for this work zone in accordance with the requirements of the current *Manual on Uniform Traffic Control Devices*. If proper traffic control is not in place, TDOT may order PERMITTEE to stop work until proper traffic control is put in place.
9. While the project is underway, TDOT may conduct inspections to insure compliance with this Permit. Upon completion of the project, PERMITTEE shall notify TDOT so that the project may be inspected and approved by TDOT.

10. PERMITTEE shall be liable for any damage to state property resulting from the subject work, including but not limited to, the roadway, shoulders, guardrail, drainage, landscaping, signs and controlled-access fences. All repair or replacement of such damage shall be made in accordance with the current TDOT Standard Specifications for Road and Bridge Construction, TDOT Standard Drawings and any other applicable design and/or construction standards or guidelines.
11. PERMITTEE shall keep all debris, soil, refuse or waste of any kind associated with the project from accumulating within the highway right-of-way.
12. PERMITTEE does hereby covenant and agree that in the event the Permit is for the construction or use of or access to space on, over, or under real property acquired, or improved under the Federal-Aid Highway Program, the PERMITTEE shall comply with all requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
13. Nothing in this Permit shall be construed to limit TDOT's right to enter the Premises at any time.
14. If the PERMITTEE fails to comply with any of the foregoing conditions, TDOT shall have the right to revoke this permit, and require the immediate vacation of the Premises by the PERMITTEE. In the event of revocation, PERMITTEE must restore the Premises to its original condition. If PERMITTEE fails to do so within a reasonable time after revocation, TDOT may restore the Premises at the expense of the PERMITTEE.

15. This permit is non-transferable.

16. This permit shall not be construed as a conveyance of any interest in real property.

17. All notices required to be given to TDOT under this Permit shall be sent to:

Les Janow

District 18, Operations District Assistant

1045 Maintenance Lane

Knoxville, TN 37914

leslie.janow@tn.gov

Office: 865-594-2721

Fax: 865-594-2730

IN WITNESS WHEREOF, the parties, through their authorized representatives, have executed this agreement.

**STATE OF TENNESSEE
TENNESSEE DEPARTMENT OF TRANSPORTATION**

BY: _____
REGIONAL ENGINEERING DIRECTOR DATE

APPROVED AS TO FORM:

REGIONAL ATTORNEY DATE

PERMITTEE:

Town of Farragut

David Smoak, Town Administrator

Contact Person:

William McKelvey, Public Works Director, 865-388-5247

BY: _____

DATE

TITLE: _____

CONTRACTOR:

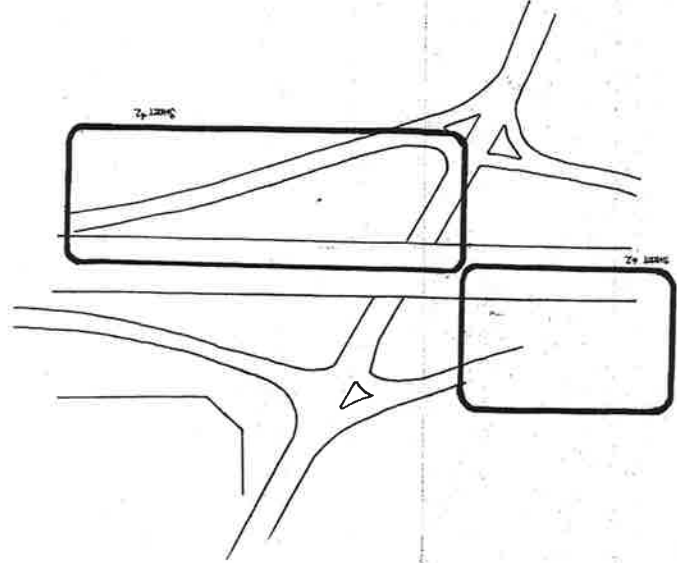
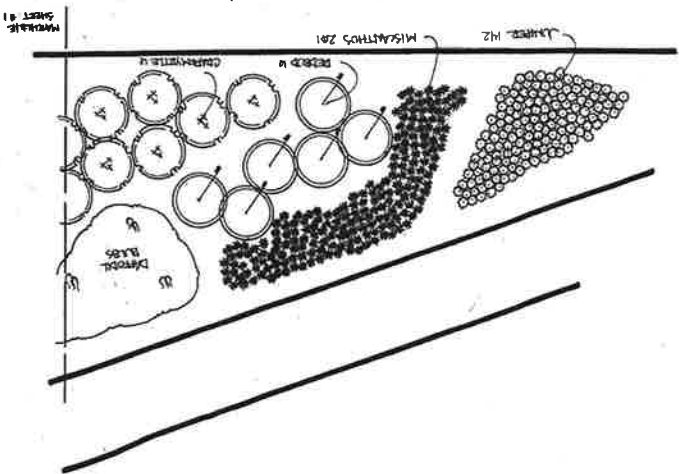
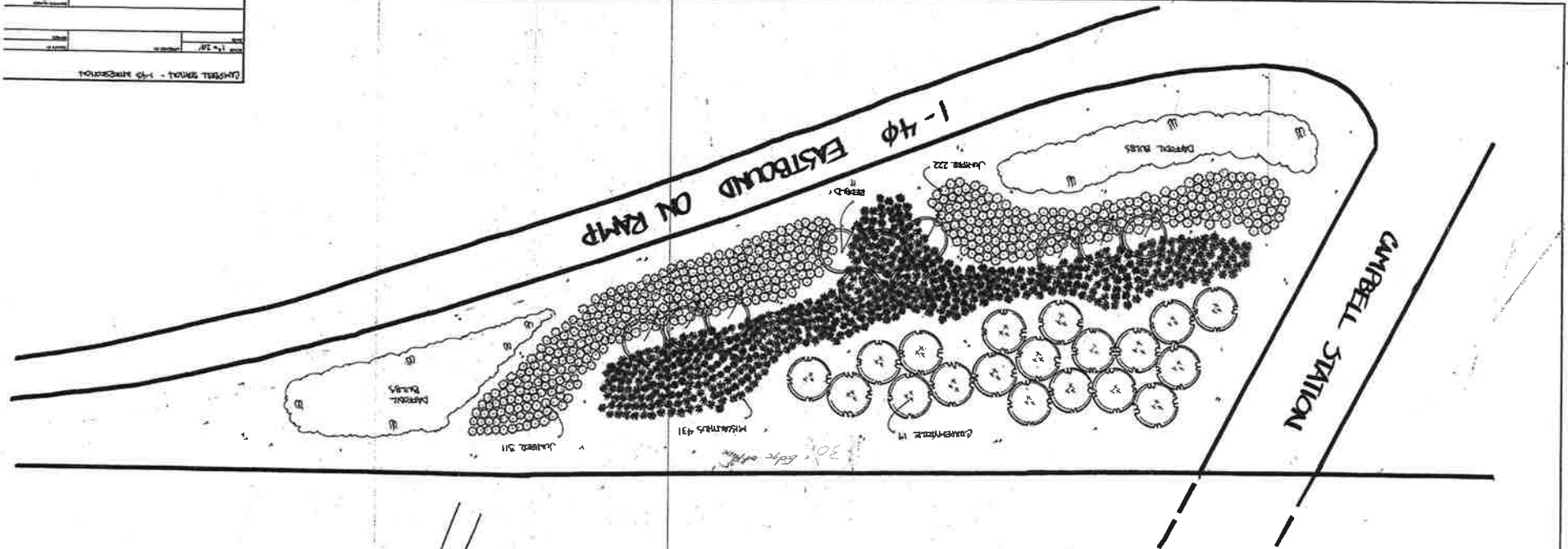
BY: _____

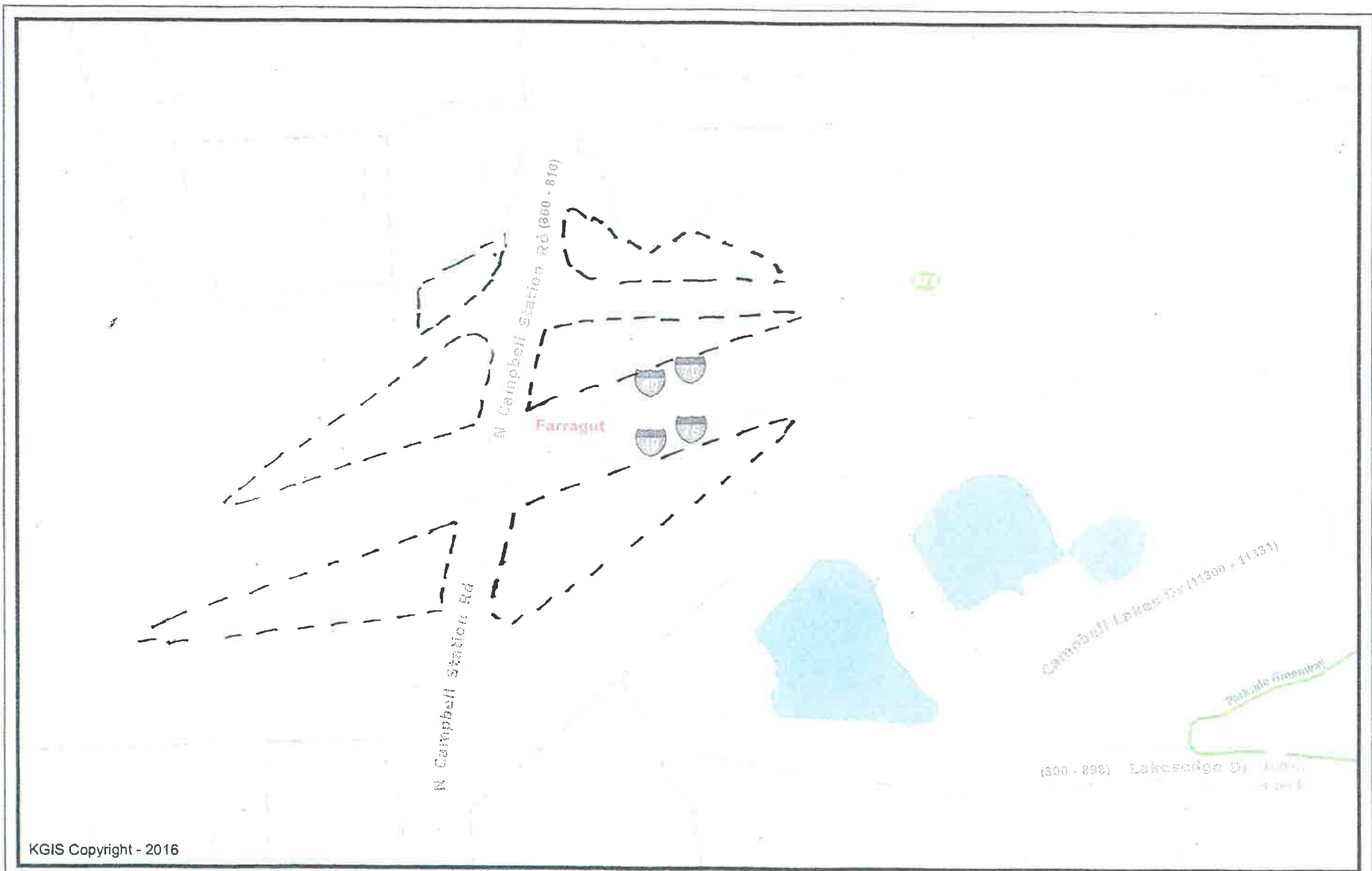
(to be signed only when bond and/or certificate
of general liability insurance is furnished by
Contractor) By signing this Permit, Contractor
agrees to be bound by the terms and conditions
herein.

DATE

TITLE: _____

DATE	11/11/00
BY	APL
CHECKED BY	
APPROVED BY	
CAMPBELL STATION - 1/4" SCALE	





Letter Landscape

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