



FARRAGUT BOARD OF MAYOR AND ALDERMEN AGENDA

NOVEMBER 10, 2016

**BMA MEETING
7:00 PM**

- I. Silent Prayer, Pledge of Allegiance, Roll Call**
- II. Approval of Agenda**
- III. Mayor's Report**
 - A. Shop Small Proclamation
- IV. Citizens Forum**
- V. Approval of Minutes**
 - A. October 27, 2016
- VI. Business Items**
 - A. Approval of Fire Services Agreement with Rural Metro of Tennessee
 - B. Approval of Fire Prevention and Public Fire Education Services Agreement with Rural Metro of Tennessee
 - C. Approval of Professional Services Agreement for Legislative Services with Laine Communications
 - D. Approval of a Memorandum of Understanding between the Town of Farragut and the Farragut/West Knox Chamber of Commerce
 - E. Approval of a Utility Easement Agreement between the Town of Farragut and Concord Telephone Company/TDS Telecom on the Town of Farragut Public Works Property, 731 Fretz Road
 - F. Approval of TDOT Agreement for Improvements to Union Road
- VII. Ordinances**
 - A. First Reading**
 - 1. Ordinance 16-23, an ordinance to amend the Farragut Zoning Ordinance, Chapter 3., Section IX., Attached Single-Family Residential District (R-4)., Subsection C.11., to provide for new setback provisions for accessory structures

11408 MUNICIPAL CENTER DRIVE | FARRAGUT, TN 37934 | 865.966.7057
WWW.TOWNOFFARRAGUT.ORG

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

- VIII. Town Administrator's Report**
- IX. Town Attorney's Report**

Mayor McGill called the meeting to order at 7:00 PM. Members present were Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams.

Approval of Agenda

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

Approval of Minutes

Motion was made to approve the minutes of October 27, 2016 as written. Moved by Alderman Pinchok, seconded by Alderman Povlin; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Business Items

Approval of Fire Services Agreement with Rural Metro of Tennessee

Motion to approve an agreement between the Town of Farragut and Rural Metro of Tennessee for Fire, Emergency and Environmental/Hazardous Materials Response. Moved by Alderman Povlin, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Approval of Fire Prevention and Public Fire Education Services Agreement with Rural Metro of Tennessee

Motion was made to approve an agreement between the Town of Farragut and Rural Metro of Tennessee for Fire Prevention and Public Education Services for a 5-year term. Moved by Alderman Povlin, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Approval of Professional Services Agreement for Legislative Services with Laine Communications

Motion was made to approve a professional service agreement between the Town of Farragut and Laine Communications for legislative services for a not to exceed amount of \$10,000 annually for a three year term. Moved by Alderman Povlin, seconded by Alderman Pinchok; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Approval of a Memorandum of Understanding between the Town of Farragut and the Farragut/West Knox Chamber of Commerce

Motion was made to change the contracted amount from \$15,000 to \$18,000 per year. Moved by Alderman Pinchok, seconded by Alderman Povlin; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Motion was made to approve a Memorandum of Understanding between the Town of Farragut and the Farragut West Knox Chamber of Commerce. Moved by Alderman Markli, seconded by Alderman Williams; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Approval of a Utility Easement Agreement between the Town of Farragut and Concord Telephone Company/TDS Telecom on the Town of Farragut Public Works Property, 731 Fretz Road

Motion was made to approve the utility easement agreement between the Town of Farragut and Concord Telephone Company TDS Telecom associated with the installation of an underground telecommunications line on the Public Works property at 731 Fretz Road. Moved by Alderman Povlin, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Approval of TDOT Agreement for Improvements to Union Road

Motion was made to approve the TDOT contract for development of the Union Road improvements project. Moved by Alderman Markli, seconded by Alderman Pinchok; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Ordinances
First Reading

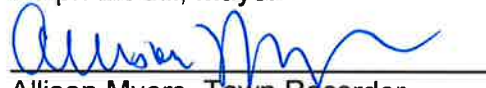
Ordinance 16-23, an ordinance to amend the Farragut Zoning Ordinance, Chapter 3., Section IX., Attached Single-Family Residential District (R-4)., Subsection C.11., to provide for new setback provisions for accessory structures

Motion was made to approve Ordinance 16-23 on first reading. Moved by Alderman Povlin, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Meeting adjourned at 8:10 PM.



Ralph McGill, Mayor



Allison Myers, Town Recorder



**FARRAGUT BOARD OF MAYOR AND ALDERMEN
AGENDA
NOVEMBER 10, 2016**

**BMA MEETING
7:00 PM**

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- VIII. Town Administrator's Report**
- IX. Town Attorney's Report**



**FARRAGUT BOARD OF MAYOR AND ALDERMEN
MINUTES
OCTOBER 27, 2016**

**FARRAGUT MONUMENT
5:15 PM**

**ECONOMIC DEVELOPMENT WORKSHOP
5:30 PM**

**BMA MEETING
7:00 PM**

- I. Silent Prayer, Pledge of Allegiance, Roll Call**
- II. Approval of Agenda**
- III. Mayor's Report**
 - A. Presentation of Donations to the Education Foundations and Knox County Schools
- IV. Citizens Forum**
- V. Approval of Minutes**
 - A. October 13, 2016
- VI. Business Items**
 - A. Approval of Professional Services Agreement for Marketing and Advertising Services
- VII. Town Administrator's Report**
- VIII. Town Attorney's Report**

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Mayor McGill called the meeting to order at 7:00 PM. Members present were Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams.

Approval of Agenda

Motion was made to approve the agenda and add an item to appoint two members to the mobile vending sub-committee. Moved by Alderman Williams, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Mayor's Report

Presentation of Donations to the Education Foundations and Knox County Schools

Approval of Minutes

Motion was made to approve the minutes of October 13, 2016 as presented. Moved by Alderman Pinchok, seconded by Alderman Povlin; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Business Items

Approval of Professional Services Agreement for Marketing and Advertising Services

Motion was made to approve professional services agreement between the Town of Farragut and Girl on the Roof, Inc. for marketing services for a not to exceed amount of \$40,000. Moved by Alderman Povlin, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Approval of members to the Mobile Vending Sub-Committee

Alderman Williams nominated Ron Pinchok, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Alderman Pinchok nominated Ron Williams, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Town Administrator's Report

David Smoak, Town Administrator, reported the following:

- Freaky Friday, Mayor Bob Leonard Park, 5-7 PM on October 28
- Race 13.1 will be Saturday, October 29 beginning at 7:30 AM
- McFee Park master planning community input sessions, Thursday, November 3 at 10 AM and Monday, November 7 at 6 PM.

Meeting adjourned at 7:25 PM.

Ralph McGill, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: David Smoak, Town Administrator 

SUBJECT: Approval of Fire, Emergency and Environmental/Hazardous Materials Response Agreement between the Town of Farragut and Rural Metro of Tennessee

INTRODUCTION: The purpose of this agenda item is to approve an agreement for Fire, Emergency and Environmental/Hazardous Materials Response between the Town of Farragut and Rural Metro

BACKGROUND: Rural Metro has been providing fire and emergency response services for the citizens of Knox County, including Farragut, for over 30 years. The revenues to provide these emergency services are based on subscribers paying an annual fee to Rural Metro based on the square footage of a home or business. The Town of Farragut is given the authority under Tennessee law to contract with certified fire departments to provide services within the corporate limits of the Town.

DISCUSSION: Over the past couple of years, Rural Metro has added a fire station in the Choto area, bought a new fire pumper for the Campbell Station fire station and moved their fire headquarters to that station as well. Due to these enhancements and others as well, Rural Metro recently received an upgrade in its ISO rating to a community protection class 3. This higher rating can provide for lower insurance premiums for homeowners and business owners in Town.

The terms of the agreement are for five years and allow for either party to terminate the contract with six months written notice. This agreement also sets minimum requirements for hiring certified personnel and establishes that all calls for service throughout the Town shall not exceed 6 minutes 20 seconds from the time of receipt of the call to arrival on scene by the first unit with firefighting capabilities at least 90% of the time, per NFPA 1710. Rural Metro will also be required to maintain an ISO rating of 4 or better and ensure that at least one paramedic EMT be stationed on each engine company within the town (Advanced Life Support).

Subscription rates shall be effective for a 12 month period and may be increased no more than 3%/year for residential subscribers and 5%/year for commercial subscribers. Enhanced reporting requirements are described in the agreement as well.

Attached to this report is the contract, current rate schedule, and projected operating costs for this year.

RECOMMENDATION BY: Town Administrator David Smoak for approval.

PROPOSED MOTION: To approve an agreement between the Town of Farragut and Rural Metro of Tennessee for Fire, Emergency and Environmental/Hazardous Materials Response.

BOARD ACTION:

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

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

FIRE, EMERGENCY AND ENVIRONMENTAL/HAZARDOUS MATERIALS RESPONSE AGREEMENT

This Agreement by and between the Town of Farragut, Tennessee (the "Town"), and Rural/Metro of Tennessee, L.P. (the "Company") is entered into as of this 10th day of November 2016 (the "Effective Date").

WITNESSETH:

WHEREAS, the Farragut Board of Mayor and Alderman has considered the Company's operating and performance history within Knox County and the Town, the current Community Protection Class of 3 assigned to the Town, has compared the cost of services now existing and historically with those of other comparable cities within the State of Tennessee on a per capita basis and other matters sufficient in the judgment of said Board of Mayor and Alderman; and

WHEREAS, Company has submitted a proposal to the Town for the Company to be the exclusive provider furnishing of fire, emergency and environmental/hazardous materials response which the Board of Mayor and Alderman desires to accept as a means of providing access and continued access for the Town and its citizens and residents to the services of Company;

NOW, THEREFORE, the parties hereto in consideration of the premises and other good and valuable consideration including the acceptance by the Company of this agreement and the commitments of the Company hereinafter contained agree as follows:

1. Grant of Authority. The Town hereby grants to the Company the exclusive right and privilege to engage in the business of operating a fire fighting, emergency and environmental/hazardous materials response service within the Town's area described herein as the Service Area, and to

operate as the duly-constituted fire department serving the Town as provided for in TCA 68-102 Part 3 "The Fire Department Recognition Act."

2. Exclusive Service Area. The Service Area within which rights are granted to the Company by this Agreement is exclusive and covers the areas within the corporate boundaries of Farragut, Tennessee, and to any area hereinafter annexed thereto during the term of this Agreement and any extension thereof (the "Service Area").
3. Term of Agreement. This Agreement and the rights granted hereunder shall take affect as of the day and year first above written and shall continue in force and effect for an initial term not to exceed five (5) years after the Effective Date, unless sooner terminated as provided herein. The Agreement may be renewed and extended for such period as the Town shall grant pursuant to the then applicable rules and regulations or under terms, conditions and agreement, which the Town determines appropriate. The Company's application for renewal shall be initiated by delivery of the Company's proposal for renewal to the Town Hall. The proposal for renewal shall be delivered to the Town not less than six (6) months prior to the expiration of the initial term, or such renewal term then in effect, or at such other time as may be established by the then applicable rules of the Town of Farragut. Upon receipt of the proposal for renewal, the Town may: (1) Renew the Agreement; (2) negotiate modifications or changes to the Agreement or to the Company's pending proposal for renewal; or (3) deny Agreement renewal.
4. Termination of Agreement. The Agreement hereby granted may be terminated by (1) expiration of the term without renewal, (2) breach of any of the terms or conditions hereof, or (3) at the will of either party hereto by giving the other party written notice at least six (6) months in advance of the date upon which the terminating party desires for the Agreement to terminate.

5. Indemnification of Town of Farragut. The Company shall at all times protect and hold harmless the Town from all claims, actions, suits, liability, loss, expense or damage of every kind or description, including investigation costs, court costs, and attorney's fees, which may accrue to or be suffered or claimed against the Town to the extent based upon, arising out of or connected to this Agreement and Company's negligent acts or omissions with respect to its ownership, operation, deployment, or use of any of its equipment, supplies or materials, the furnishing of any services, the activities and conduct of any of its agents, servants, or employees when acting within the scope of their duties or under the apparent auspices of and for Company in the performance of its services under this Agreement.
6. Insurance. The Company shall maintain in full force and effect during the term of this Agreement commercial general and professional liability insurance through an insurance company authorized to do business in the State of Tennessee reasonably acceptable to the Town and providing coverage in amounts not less than Five Million Dollars (\$5,000,000.00) for bodily injury or death in any one occurrence. The Company shall furnish to the Town a certificate of insurance evidencing such coverage and naming the Town as an additional insured. It is specifically noted that the insurance coverage and limits of liability required by this Agreement may be provided by a combination of primary and excess liability policies and self-insurance retentions or deductibles as applicable. It is also noted that the liability insurance policies purchased by the Company provide coverage for general Company operations and include, but are not exclusively applicable to, this Agreement.
7. Governing Regulations. The Company shall conduct its operations and, to the extent within its control, comply with requirements of the various inspecting or rating agencies so as to maintain an Insurance Service Organization ("ISO") community protection classification of four (4) or less (better).

8. Personnel. Company's personnel shall equal or exceed training and certification requirements of the State of Tennessee or other applicable certifying authority for the service being performed (Firefighting, Emergency Medical, hazardous materials, etc.). Company will only employ as firefighters individuals who have taken basic firefighter rookie training as required by T.C.A. § 4-24-112. In addition, all firefighters must have completed training that involves 240 hours of classroom and practical instruction that meet the requirements of NFPA 1001. All drivers employed by Company must have the Fire Apparatus Operator Certification, and all officers of a rank of Lieutenant or higher shall have received certifications of Fire Officer I. Company and all its operation shall at all times be in conformity with rules and regulations governing the training, types of equipment, and minimum equipment requirements promulgated by federal and/or state agencies regulating Company. The level of personnel maintained by Company to staff the Service Area shall comply with the requirements of NFPA 1710.
9. Level of Service. Company shall maintain a minimum of two (2) fire stations within the Service Area. Stations should be located such that all calls for service hereunder should average response times throughout the Service Area of not more than 6 minutes 20 seconds from the time of receipt of a call until the first unit with firefighting capabilities (i.e., water and firefighting personnel and apparatus) arrives on scene 90% of the time, per NFPA 1710. Operational standards within the control of company shall be such as to maintain a Class 4, or better, fire department Insurance Service Organization classification.
10. Emergency Medical Service. Company will provide emergency medical first responder services utilizing certified emergency medical technicians ("EMTs"). Company will ensure that one (1) paramedic EMT shall be stationed on each engine company within the Town.

11. Communication Access. Company currently has radio and other communication equipment capability and personnel on duty twenty-four (24) hours per day, seven (7) days per week. Company agrees to continue such capability staffing and hours of operation and to allow the Town access to and through its communications network in emergency situations and otherwise on an as-needed basis provided such access by the Town does not interfere with the discharge of Company's emergency duties and responsibilities.
12. Rates and Rate Increases. Attached hereto as **Exhibit A** is a listing of the rates Company will charge citizens and property owners within the Service Area commencing with the Effective Date. At the expiration of each 12-month interval following the Effective Date, Company shall be entitled to adjust its rates. Town and Company agree that for purposes of setting and determining allowable rates and rate increases that the rates charged by Company at the Effective Date of this Agreement shall be the Company's base rates allowable under this Agreement. Said rates may be increased only in accordance with the following provisions:
- (a) The annual residential rate will not increase from one year of the term to the next year in an amount more than three percent (3%).
 - (b) The annual commercial rates will not be more than five percent (5%) higher than the residential rate for any applicable annual period
13. Increase in Specific Services. In the event the Town determines that specific service improvements or increases are required above the levels provided for herein or in addition to the levels provided for herein, the Town and Company agree to negotiate in good faith to quantify the nature, type and cost of improvements and the appropriate means of funding such improvements.

14. Town Services and Sponsored Public Events.

- (a) During the term of this Agreement, Company agrees to provide emergency fire services for all properties owned by the Town at no cost to the Town.
- (b) During the term of this Agreement and subject to emergency pre-emption of equipment and/or personnel, Company agrees to assign and have present equipment and personnel at major Town sponsored public events such as festivals, parades, and community wide picnic/recreational festivals.

15. Recognition of Fire Service Provider. The Town agrees to acknowledge and publicize on Town resources the Company as the sole fire service emergency responder within the Town's boundary. Such resources include emergency services section of the Town website and in Town publications, "Talk of the Town" and the annual report.

16. Reporting Requirements.

- (a) In accordance with the premises paragraphs of this Agreement, the Company has provided the Town a schedule of its total operating costs for providing its services within the Service Area during 2015, and a schedule listing the rates it has charged the citizens and property owners within the Service Area for its services during 2015, 2014, 2013, 2012 and 2011.
- (b) After the Effective Date, on or before the fifteenth (15th) day of each month, Company shall provide to Town the following information about its operational performance results for the preceding month:
 - (i) the number and type of emergency responses by the Company within the Town;
 - (ii) An analysis of response times; and
 - (iii) Losses due to fire.

17. Authorities and Control. No provision of this Agreement shall be construed or interpreted to appoint any party the agent or representative of any other party or create a fiduciary relationship between or among any parties. Nothing contained herein shall be interpreted as granting authority or authorizing the Town to supervise, control or direct personnel of the Company in the carrying out of their duties and responsibilities in a particular situation nor grant the Town authority to set, determine or enforce specific internal operational or training policies and procedures of the Company, except as provided herein. Any complaints concerning such matters shall be directed to the Company. In addition to other requirements contained herein on level of training for employees, Company will not hire any employee to provide services hereunder who has not passed a pre-hire drug screen, or upon whom there has not been conducted a criminal background check pursuant to T.C.A. § 68-102-308. Company shall not allow any of its vehicles to be driven by any employee who is not properly licensed and who has not received the training provided for herein. Company shall conduct a program of random drug screening of all of its employees to better ensure that its employees are able to protect the lives and property of the citizens of the Town without impairment.

18. Notices. Any notice required or permitted to be given pursuant to any provisions of this Agreement shall be given in writing, and deposited with the United States Postal Service, postage pre-paid, registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service, addressed as follows:

To Company:

Rural/Metro of Tennessee, L.P.
6363 S. Fiddlers Green Circle, 14th Floor
Greenwood Village, Colorado 80111
Attn: General Counsel

To Town:

Town of Farragut
11408 Municipal Center Drive
Farragut, Tennessee 37934
Attn: Town Administrator

With a copy to:

Rural/Metro of Tennessee, L.P.
10140 Gallows Point Drive
Knoxville TN 37931
Attn: Regional Director

Either party may change the notification addresses listed above with proper written notice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

ATTEST:

TOWN OF FARRAGUT

Town Recorder

By: _____
Mayor

ATTEST

Secretary

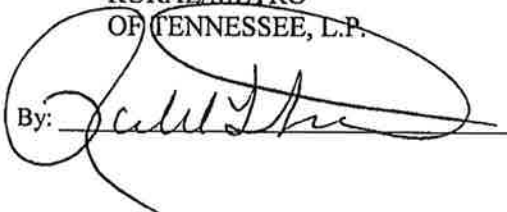
RURAL/METRO
OF TENNESSEE, L.P.
By: 

EXHIBIT A

KNOX COUNTY RESIDENTIAL INCLUDING FARRAGUT

RATE EFFECTIVE: JULY 1, 2016 THRU June 30, 2017

Singlewide	\$105.00 =
Doublewide	\$180.00 =
Duplex	\$354.00 =
Triplex	\$526.00 =
Quadraplex	\$698.00 =

<u>Square Feet</u>	<u>Rate</u>	
0-999	\$175.00	↓ 3\$
1,000-1,499	\$245.00	↓ 4\$
1,500-1,999	\$270.00	↓ 4\$
2,000-2,499	\$320.00	↓ 2\$
2,500-2,999	\$365.00	=
3,000-3,499	\$420.00	↑ 1.0% 4\$
3,500-3,999	\$445.00	↑ 2.0% 9\$
4,000-4,499	\$475.00	↑ 3.0% 14\$
4,500-4,999	\$500.00	↑ 4.0% 20\$
5,000 +	\$500.00 + .0945	↑ 5.0%

Customers in this rate range should actually be paying a flat rate of :

A Registration Fee of \$30.00 applies to all new subscriptions.

Residential Rates are based on total square footage (including all unheated space), and contiguous, unimproved land up to 5 acres.

Unimproved Land:

28.88 for the first acre or portion thereof/\$.924 per contiguous acre, after the first acre.

Commercial Rate:

0-1500 sq. ft. - \$220.13

\$.14675 sq. ft. for anything over 1500 sq. ft.

Outbuildings:

\$20.00 per unit

Construction:

Residential: \$50.00 per unit

Commercial: 1/4 of the annual fee

Fee for Service:

Hourly rate for Fire Response, Residential/Commercial - \$1450.00 per hour/per apparatus.

Hourly rate for Hazardous Materials Response, Residential/Commercial -

\$1,500.00 per hour/per apparatus.

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: David Smoak, Town Administrator

SUBJECT: Approval of Fire Prevention and Public Education Services Agreement between the Town of Farragut and Rural Metro of Tennessee

INTRODUCTION: The purpose of this agenda item is to approve an agreement for Fire Prevention and Public Education Services between the Town of Farragut and Rural Metro.

BACKGROUND: The Town of Farragut provides code enforcement services and building inspection services for all residential and commercial built properties within the Town limits. These services include plans review, plumbing, gas and mechanical inspections, and all other building inspections required other than electrical, which are provided by inspectors from the State of Tennessee. The Town also contracts with Rural Metro to provide fire prevention services to be performed by a certified Fire Marshal.

DISCUSSION: Fire prevention, education and inspections are vital to helping keep citizens and the buildings they occupy safe. The agreement with Rural Metro provides that a Fire Marshal, who is a certified Fire Inspector I, will devote at least 90% of his regular working hours in the performance of fire prevention and education services in the Town of Farragut. These services shall include: plans review, safety inspections, fire prevention education programs, and developing fire and safety prevention procedures for Town facilities and equipment.

The terms of the agreement are for five years, with the end of the term being June 30, 2021. The agreement also specifies the Town will pay Rural Metro \$62,831.64 in FY2017, with 3% annual increases on July 1 of each year.

FINANCIAL SECTION:

Account Number: 110-41700-254			
<u>Total Budget</u>	<u>Contracted Amount</u>	<u>Expenditures YTD</u>	<u>Remaining Amount</u>
\$110,250	\$62,831.64	\$750	\$46,668.36
Approved By <u></u>			

RECOMMENDATION BY: Town Administrator David Smoak for approval.

PROPOSED MOTION: To approve the agreement between the Town of Farragut and Rural Metro of Tennessee for Fire Prevention and Public Education Services.

BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

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

AGREEMENT

WHEREAS, THE TOWN OF FARRAGUT, TENNESSEE (hereinafter "TOWN"), desires to obtain the fire prevention and public fire education services and is willing to contract with **RURAL/METRO OF TENNESSEE, L. P.**, (hereinafter "R/M") to provide such services; and

WHEREAS, R/M is willing to provide one or more individuals to perform said fire prevention and public fire education services, such individual to be a full-time employee of R/M;

NOW THEREFORE, for good and valuable consideration, it is hereby agreed as follows:

SECTION 1. Fire Prevention Officer

- 1.1 R/M shall provide Town with an individual to perform fire prevention and public education in the corporate limits of Farragut, Tennessee, for the period from the first day of July 2016 until the 30th day of June 2021. Said employee will perform as the Fire Marshal for the Town. Said employee shall be paid by R/M and shall be provided with the same benefits that other R/M employees receive. Said employee shall devote at least ninety (90) percent of his/her regular working hours to the performance of fire prevention services and public fire education activities in Farragut, Tennessee. R/M may, for brief periods, substitute another qualified individual so that the duties of the Fire Marshal can be executed when he/she is absent due to vacation, illness, or work-related travel. The Town may, at its discretion, request that R/M provide an individual to work hours in addition to those devoted by the Fire Marshal.

- 1.2 Said individual must maintain certification as Fire Inspector I as administered by the International Code Council (ICC). If the individual fails to comply, then he/she will not be able to continue in the position of Fire Marshal in accordance with the terms and conditions of this Agreement.

SECTION 2. Fire Prevention Services

For the purposes of this Agreement, fire prevention services to be performed by the Fire Marshal shall include, but not be limited to:

- (A) Plan review of construction plans for fire and safety requirements in conjunction with Town Code Enforcement Officers
- (B) Inspections to assure compliance with appropriate fire code and building codes
- (C) Inspections of existing commercial, institutional, and multi-family structures to assure compliance with fire and safety codes
- (D) Conduct and coordinate fire prevention education programs and services
- (E) Assist Town staff to develop and maintain fire and safety prevention procedures for Town's facilities and equipment
- (F) Assist Town staff to review plans for proposed subdivisions, developments, and transportation improvements in consideration of access for emergency vehicles
- (G) Provide support for fire suppression on site

The balance of said employee's time shall be spent as may be directed by R/M.

SECTION 3. Consideration

- 3.1 Town agrees to pay R/M the sum of \$62,831.64 ("Agreement Fee") annually payable in four (4) equal payments of \$16178.90 beginning the 1st day of July 2016 and continuing on the first day of each quarter until June 30, 2021. Thereafter, the then current Agreement Fee will increase 3% on the anniversary date through the term of this Agreement and will be payable as set forth herein. Town agrees to pay \$60 per hour for any additional hours that it requests under Section 1.1 payable by the 10th of the month following the month during which an invoice for the additional hours is received by the Town.
- 3.2 R/M will provide professional liability insurance coverage with respect to the individual furnished and also provide appropriate worker's compensation and unemployment insurance coverage for the subject individual furnished. R/M will cause the Town to be shown as an additional named insured (except for workers' compensation insurance) as appropriate if such can be accomplished at no additional charge.
- 3.3 The Town further agrees to adopt fire and safety codes necessary to implement this program.
- 3.4
- 3.5 The Town will provide an office in the Town's Codes Department with appropriate supplies and secretarial support.
- 3.6 R/M will provide the Fire Marshal the use of a motor vehicle including all associated fuel, maintenance and insurance coverage.

SECTION 4. Term

This agreement shall be in effect for the period from the 1st day of July 2016 to the 30th day of June 2021, and may be extended as provided in Section 7 hereof.

SECTION 5. Benefit

This Agreement shall be binding upon and inure to the benefit of both parties, their successors in interest, heirs, and assigns.

SECTION 6. Amendment

This Agreement sets forth the entire understanding between the parties and no change, amendment, or modification shall be enforceable unless made in writing and signed by both parties.

SECTION 7. Termination and Extension

This Agreement may be terminated by either party by giving written notice to the other at least thirty (30) days before the effective date of such termination. Unless terminated, this Agreement shall be automatically extended for successive five-year terms, each successive term likewise being subject to termination as herein provided.

SECTION 8. Captions

Captions and paragraph headings used herein are for convenience only and shall not be deemed to limit or alter any provision hereof and it shall not be deemed relevant in construing the Agreement.

SECTION 9. No Joint Venture

It is understood and agreed by R/M and the Town that the individual employed by R/M shall not be considered an employee, agent, or borrowed agent of the Town and that R/M and Town are not partners or joint ventures. R/M shall at all times have the sole authority, responsibility, and obligation to direct the activities of said individual(s), the hours of work, and conditions of employment.

SECTION 10. Indemnification

Indemnification of Town. R/M shall at all times protect and hold harmless the Town from all claims, actions, suits, liability, loss, expense or damage of every kind or description, including investigation costs, court costs, and attorney's fees, which may accrue to or be suffered or claimed against the Town in any way based upon, arising out of or connected to this Agreement and R/M's negligent acts or omissions.

SECTION 11. Notices

Any notice required or permitted to be given pursuant to any provisions of this Agreement shall be given in writing, and deposited with the United States Postal Service, postage pre-paid, registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service, addressed as follows:

To Company:

Rural/Metro of Tennessee, L.P.
6363 S. Fiddlers Green Circle, 14th Floor
Greenwood Village, Colorado 80111
Attn: Legal Department

To Town:

Town of Farragut
11408 Municipal Center Drive
Farragut, Tennessee 37934
Attn: Town Administrator

With a copy to:

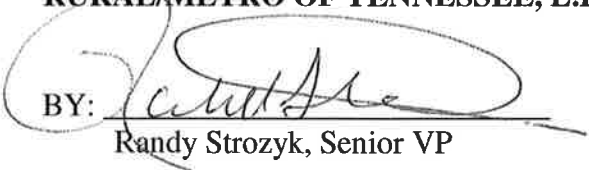
Rural/Metro of Tennessee, L.P.
10140 Gallows Point Drive
Knoxville TN 37931
Attn: Regional Director
Attn: Division General Manager

Either party may change the notification addresses listed above with proper written notice.

Dated this _____ day of _____, 2016.

RURAL/METRO OF TENNESSEE, L.P.

TOWN OF FARRAGUT

BY: 

Randy Strozyk, Senior VP

BY: _____

Dr. Ralph McGill, Mayor

ATTEST: _____

ATTEST: _____

REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY:** David Smoak, Town Administrator **SUBJECT:** Approval of a Professional Services Agreement for Legislative Services

INTRODUCTION: The purpose of this agenda item is to approve a professional services agreement between the Town of Farragut and Laine Communications, Inc. for legislative services.

BACKGROUND: Over the past several years, municipalities across Tennessee have seen numerous laws enacted that have reduced their ability to plan for future growth (annexation, vested rights, etc.) or rely on stable revenue sources to provide services (Hall Tax elimination). There are also hundreds of bills filed each year that require significant time to review and monitor during the legislative session that may affect the operations for the Town of Farragut. This ongoing effort requires a tremendous amount of staff time and resources, especially as the legislative session draws to a close. To help us in this effort, staff issued a Request for Qualifications (RFQ) for professional consulting firms to provide legislative services for the Town of Farragut and received five responses.

DISCUSSION: A staff committee reviewed the responses to the RFQ and selected Laine Communications as the most responsive and qualified for these services. Laine Communications has locations in both Farragut and Nashville and has been in government relations for over 30 years. They have represented the coal mining and Tennessee Oil and Gas associations and worked effectively for the Town of Farragut last year during the legislative session.

Laine Communications will be responsible for doing research of all applicable bills that are filed that affect municipalities, developing strategies regarding legislative issues, arrange meetings with legislators, provide committee testimony and monitor all legislation, and provide weekly updates to the Town of Farragut during the legislative session.

The proposed agreement would be for a not to exceed amount of \$10,000 annually for a three year term.

FINANCIAL SECTION:**Account Number:** 110-41340-254**Total Budget**

\$40,000

Contracted Amount

\$10,000

Expenditures YTD

\$0

Remaining Amount

\$30,000

Approved By: **RECOMMENDATION BY:** Town Administrator David Smoak for approval.

PROPOSED MOTION: To approve a professional services agreement between the Town of Farragut and Laine Communications for legislative services for a not to exceed amount of \$10,000.

BOARD ACTION:

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

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

TOWN OF FARRAGUT

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made on or about the _____ day of _____, 2016 (the "Effective Date") by and between **Town of Farragut** ("Client") and **Laine Communications** ("Contractor") to secure professional services for the assignment described as follows:

Project: Legislative and Monitoring Services

Description of Project: General Consulting, Legislative Affairs and Monitoring Services

1. **Professional Services.** Contractor agrees to perform the following Basic Services under this Agreement for a three (3) year period (the "Term") commencing on the Effective Date:

See **Exhibit A** to this Agreement for a description of Basic Services.

2. **Compensation.** Client shall compensate Contractor for the Basic Services as follows: A fee of \$10,000 for each year of the Term commencing on the Effective Date. The fee shall be paid in equal quarterly installments of \$2,500 payable in advance upon receipt of Contractor's invoice. If the Client requests Contractor to provide services that will exceed or are fundamentally different than the scope of the Basic Services as described in the sections of **Exhibit A** entitled "Methodology" and "Communications" (the "Additional Services"), then the parties shall negotiate the additional terms and conditions that would govern the provisions of the Additional Services, including any additional fee payable for those services. Prior to providing any Additional Services for which it expects additional compensation, Contractor shall advise the Client why it believes a request for the services exceed or are different than the Basic Services, and will also make a proposal in writing to Client of the terms upon which it would be willing to provide such services. If the parties reach an agreement concerning the terms and conditions upon which the Additional Services will be provided by Contractor, an addendum shall be prepared and approved in writing by both parties in order to memorialize the basis upon which the Additional Services will be provided and how and when Contractor will be compensated for same.

3. **Schedule.** Contractor shall begin work upon notification of approval of this Agreement. The schedule for the various meetings and presentations as outlined in the Basic Services shall be agreed upon by the Contractor and the Town Administrator as work progresses.

4. **Invoicing and Payments.** Invoices or payment requests shall be submitted to the Client no more than quarterly and shall include such information, documentation or data as the Town Administrator may require including, but not limited to, the amount and breakdown of the payment requested, the period covered by the request, and the work performed during the period covered by the payment request. After review, the Town Administrator will indicate his approval of the payment request, or shall explain to Contractor, in writing, his reasons for not

approving any portion or all of the request, and authorize payment of the amount approved. In the event the Town Administrator does not approve any portion of a payment request, and has communicated the reasons to Contractor, Contractor will then take the necessary action to satisfy the reasons for non-approval and resubmit the payment request. Client shall endeavor to remit payment of payment requests or portions thereof which are approved by the Town Administrator within thirty (30) days of receipt by Client.

5. **Time.** Contractor will perform its services in a timely manner commensurate with the exercise of due professional care.

6. **Suspension of Services.** If Client fails to pay any invoice when due or otherwise is in material breach of this Agreement, Contractor may, at its sole discretion, suspend performance of services upon five (5) days' written notice to Client. Contractor shall have no liability to Client and Client agrees to make no claim for any delay or damage as a result of such suspension, unless (i) the Town Administrator has refused to approve payment, (ii) his reasons are justified pursuant to this Agreement, and (iii) Contractor has failed to satisfy the reasons as required by Paragraph 4 hereof. Upon cure of the cause of a justified suspension, Contractor shall resume services within a reasonable time, and there shall be equitable adjustments of the project schedule and fees to reflect the effects of such suspension, if such adjustments are deemed reasonable and appropriate by the parties.

7. **Standard of Care.** Notwithstanding any other provision of this Agreement or any other document describing the services produced by Client, Contractor shall perform its services in accordance with the standard of professional care ordinarily exercised under similar circumstances by reputable members of its profession in the same locality at the time the services are provided. Beyond the foregoing and unless otherwise provided herein or in other documents produced, generated or provided by Contractor, no warranty, expressed or implied, is made or intended by Contractor. The parties further agree that Contractor is not a fiduciary of Client.

8. **Termination.** The obligation to provide further services under this Agreement may be terminated with or without cause by either party upon ten (10) days' written notice to the other party. On termination by either Client or Contractor, Client shall pay Contractor all amounts due for any services performed to the date of termination (plus all reimbursable expenses incurred) as Contractor's sole and exclusive remedy, subject to any setoffs to which the Client is entitled as a result of Contractor's failure to perform as required by this Agreement.

9. **Reuse of Documents.** All documents, including drawings, specifications, and reports, prepared by Contractor pursuant to this Agreement are instruments of professional service and shall become the property of the Client. They are not intended or represented to be suitable for reuse by Client or others for additions or modifications of the Project or on any other project. Any reuse without written consent, verification or adaption by Contractor for the specific purposes intended shall be at Client's sole risk and without liability or legal exposure to Contractor. Any such verification and adaption will entitle Contractor to further compensation at rates to be agreed upon by Client and Contractor.

10. [Intentionally omitted.]

11. [Intentionally omitted.]

12. **Risk Allocation.** In recognition of the relative risks, rewards, and benefits of the Project to both Client and Contractor, to the fullest extent permitted by law, the parties agree to allocate the risks such that Contractor's total liability to Client for any and all injuries, claims, losses, expenses, damages, and/or claim expenses arising out of Contractor's services under this Agreement from any cause or causes shall not exceed the amount of Contractor's fee, or One Hundred Thousand Dollars (\$100,000), or the amount of insurance coverage Contractor has, or is required to have, covering the risk or claim that is the basis for the injury, claim, loss, expense or damages, recovery for which is sought, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

13. **Dispute Resolution.** It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement shall be submitted to nonbinding mediation before any legal proceedings is commenced. The parties shall equally bear the fees and expenses charged by the mediator.

14. [Intentionally omitted.]

15. **Indemnification.**

a. The Contractor shall defend, indemnify and hold harmless the Client, its officers, employees and agents from any and all liabilities which may arise or be claimed against the Client, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of the Contractors, its employers, agents or contractors in performance of this Agreement or from the Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the Client, its agents or employees.

b. The Contractor shall save, indemnify and hold the Client harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the Client alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the Client; and the Contractor shall assume and take over the defense of the Client in any such claim, demand, suit, or cause of action upon written notice and demand for same by the Client. The Contractor will have the right to defend the Client with notice and demand for same by the Client. The Contractor will have the right to defend the Client with counsel of its choice that is satisfactory to the Client and the Client will provide reasonable cooperation in the defense as the Contractor may request. The Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the Client, such consent not to be unreasonably withheld or delayed. The Client shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

c. The Contractor shall save, indemnify and hold Client harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against Client alleging liability referenced above.

d. The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

16. **Miscellaneous.**

a. The Contractor will not assign or transfer any interest in this Agreement without obtaining the prior written approval of the Client.

b. The Contractor will not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the Client.

c. The contract between the parties consists of this Agreement, its attachments, any written request for services issued by Client and any response thereto made by Contractor, including any addenda thereto. To the extent there is a conflict between the terms of any of the documents that constitute the contract between the parties, the terms that are most specific to the matter in dispute shall govern over the more general. In the event the conflicting terms cannot be characterized as specific vs. general, then the terms that provide the greater benefit to the Client and/or impose the greater obligation on the Contractor shall control.

d. This Agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials shown on the signature page of this Agreement.

e. If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.

f. In the event legal action is necessary to enforce the terms of the contract between the parties, the prevailing party shall be entitled to recovery of its attorney's fees, court costs, and other expenses of the legal action.

g. In the performance of this contract, Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of local, state and federal governments, including, but not limited to, the President's Executive Order No. 11246 and 11375, which prohibit discrimination in employment regarding race, color, religion, sex or national origin, Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standards Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974, Section 503 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all of which are herein incorporated by reference.

h. This Agreement will be governed and construed in accordance with the laws of the state of Tennessee.

CLIENT:

Town of Farragut

By: _____

Printed
Name: _____

Title: _____

Date: _____

CONTRACTOR:

Laine Communications

By: _____

Printed
Name: _____

Title: _____

Date: _____



EXHIBIT A

Proposal of Lobbying Services for the Town of Farragut

Laine Communications is pleased to provide this proposal for lobbying services to the Town of Farragut.

As a proven leader in Tennessee government relations and with more than 30 years of lobbying experience, the Laine Communications team has the high-level access, tested experience and knowledgeable insight that Farragut needs to accomplish its legislative goals.

Specializing in political consulting and advocacy, Laine Communications has earned a reputation in Nashville as a highly-effective, influential firm. We have successfully defended clients, promoted industries and negotiated compromises to reach our clients' regulatory and legislative goals.

Leveraging our in-depth knowledge of state government, strong political relationships and strategic communications, Laine Communications builds each legislative strategy from the ground up. We will help you formulate a plan, identify strong supporters and advance your cause in the Tennessee General Assembly and throughout state government.

Below you will find more information about Laine Communication's track record, our core team of employees and an in-depth look at how we produce successful outcomes for our clients.

QUALIFICATIONS & EXPERIENCE

Laine Communications is a full-service government relations firm with locations in Nashville and Knoxville, Tennessee. Our full-time lobbyists bring a wide range of skills to the world of advocacy, which has allowed our small team to produce big results.

Starting in 1995, Laine Communications found early success representing the nuclear industry in Oak Ridge at the state and federal levels. Working with regulators, legislators, the public and citizens' groups, Laine Communications spent ten years as the state lobbyists for the industry's three major nuclear contractors.

In 2008, Laine Communications was retained to represent the state's coal mining industry. At the time, the industry was embroiled in a bitter fight against industry-ending legislation. Under the firm's management, the Tennessee coal industry defeated the legislative threat and went on to pursue an aggressive pro-coal agenda in Nashville.



At the height of the fracking crisis in 2011 and facing multiple legislative attacks, the Tennessee Oil and Gas Association also retained the lobbying services of Laine Communications. Based on years of experience, the firm convinced the oil and gas industry to voluntarily update state regulations to specifically address fracturing technologies. This proactive approach led to a decrease in bills filed against the industry as well as safeguards for current operations.

In addition to our successes as an individual firm, Laine Communications has been a part of some of the most powerful political coalitions Nashville has ever seen.

- **WOTUS Coalition:** A statewide coalition representing nearly every industrial activity in the state, the Waters of the U.S. Coalition used its political influence and media savvy to make a convincing case for why the State of Tennessee should sue the federal government. Ten days after sending a letter to the Attorney General, the state filed a lawsuit to vacate the detrimental regulations.
- **111(d) Coalition:** During the 109th General Assembly, Laine Communications led a coalition of producers, suppliers and supporters to pass legislation pushing back on federal regulatory actions. Soliciting this broad spectrum of support prior to introducing legislation eased the path to bill passage and presented a unified voice to legislators.
- **The Responsible Water Use Coalition:** Formed in 2009, the Responsible Water Use Coalition brought together a group of entities affected by water permitting. Together, we passed landmark legislation defining a “wet weather conveyance” and drastically improved the permitting process for our individual clients.

Collaborating with likeminded industry groups has proven to be an effective strategy that extends the reach of everyone involved and moves the wheels of bureaucracy a little faster. Laine Communications’ team building approach will be an asset to the Town of Farragut due to the existing representation and far-reaching implications of the legislation.

• THE LAINE TEAM

With a reputation built on honesty and integrity, Laine Communications offers the experienced, trusted team the Town of Farragut needs to advocate for its issues. Our two full-time lobbyists are devoted to successfully finding a way to achieve our client’s goals.

Chuck Laine, President

Chuck Laine has been lobbying the state and federal government for more than 30 years. His reputation as a skillful negotiator, coalition builder and strategic communicator has made Chuck one of the state's top lobbyists. Known for taking on difficult issues, Chuck has overcome enormous odds, secured favorable outcomes and advanced the cause for his clients.

Among Chuck’s most notable accomplishments was the successful defeat of an eight-year long effort to outlaw coal mining in Tennessee. Brought on board at the eleventh hour, Chuck saved an industry from certain collapse and positioned it to become a formidable political force in Nashville. In 2012, Chuck was also responsible for negotiating a compromise between the oil and gas industry and environmental



activists on new regulations for hydraulic fracturing. These landmark and pro-active regulations have thwarted additional legislative actions and allowed the oil and gas industry to prosper in Tennessee.

Outside of his work at the legislature, Chuck is also active in promoting his community. He was the lead organizer of the Oak Ridge Summit for Science, Environment, and Technology, which featured such notable speakers as Vice President Al Gore and Secretary of Energy Hazel O'Leary, and the founding chairman of Tech 2020, a public-private partnership leveraging East Tennessee's information technology resources to grow new technology-oriented businesses for the region. Chuck has also served on numerous boards, including the East Tennessee Kidney Foundation and the Boys and Girls Club of the Tennessee Valley. A lifelong Rotarian, Chuck is currently a member of the Farragut Rotary Club.

Chuck is a graduate of Lipscomb University and has a degree in economics and business management. An avid outdoorsman, Chuck enjoys a round of golf, a day of fly-fishing or watching a football game with his wife, Susan, their seven children and five grandchildren.

ROXANNE REILEY, VICE PRESIDENT

Roxanne Reiley began her lobbying career at Laine Communications in 2008 after spending four years in the public relations industry. At the legislature and within state government, Roxanne has cultivated a reputation as a regulations guru and serves as the firm's lead liaison in regulatory and policy matters. Most recently, she played an integral role in developing a 90-page legislative initiative to return the primary regulation of coal mining back to the state.

During her time with Laine Communications, Roxanne has also accumulated broad event management experience. She spearheads the planning of two annual technical conferences, numerous networking events and has helped raise over \$100,000 in political contributions.

A life-long reader and high school yearbook editor, Roxanne pursued her love of the written word, page layout and graphic design into college. She graduated in 2004 from the University of Missouri-Columbia School of Journalism where she majored in Magazine Design. This training has translated well into the political arena where concise communications and easy-to-understand information are essential.

In her free time, Roxanne enjoys reading historical fiction, making paper crafts and binge watching Netflix. She lives in Knoxville with her husband, Chris, and two young children, Addie and Christopher.

Rates

Laine Communications will provide lobbying services for the Town of Farragut for \$10,000 annually. This rate includes the consulting, lobbying and monitoring services that Laine Communications will undertake for a three-year period beginning upon execution of this contract. Should the scope of services as described in this contract broaden, such as passing legislation, significant and organized opposition that requires additional engagement from the lobbyist or other unforeseen issues as agreed upon by the



parties, Laine Communications reserves the right to renegotiate the rates of this contract for a one-year period.

Laine Communications offers payments on monthly or quarterly terms, whatever you prefer. At each payment period, the Town of Farragut will receive an invoice from Laine Communications showing the amount and date due. Billing inquiries will be promptly answered.

Methodology

Navigating government can be difficult. An essential component of success will be formulating and executing a strong plan of action prior to the beginning of the legislative session. Working closely with the Town of Farragut, Laine Communications will build a unique legislative strategy to accomplish all of your identified goals.

1. **Background Research:** Working with the Town of Farragut, Laine Communications will begin the process by making sure we understand your issues inside and out. We will also work to find politically-feasible solutions to the problems. And then, we'll help you prioritize the possibilities.
2. **Strategy Development:** In this stage, Laine Communications will develop a plan of action in conjunction with the Town of Farragut team. We will prepare legislative materials – one pagers, background information, statistics, pictures, etc. We will also identify potential key partners and conduct outreach with them.
3. **Implement Legislative Strategy:** Using our in-depth knowledge of the legislature, Laine Communications will begin to implement the chosen legislative strategy. This part of the process includes working with legislators, their staff and the relevant committees to achieve the desired outcome. We will also utilize key partnerships and other advocates to identify allies and begin targeting dissenters.
4. **Arrange Meetings:** it will be important for officials from the Town of Farragut to personally interact with legislators. Laine Communications will identify the legislators who would most benefit from direct engagement, arrange the meetings on behalf of Farragut and accompany you to the meetings in Nashville. We will also provide follow up strategies based on the meetings and in line with our overall legislative plan.
5. **Committee Testimony:** Testifying at a formal committee meeting is a direct way to officially voice concern during the legislative process. Laine Communications will seek opportunities for Farragut officials to participate in committee meetings via testimony. We will assist in the development of prepared remarks and leave behinds for committee members. When it's not possible for Farragut officials to testify or when something comes up unexpectedly, Laine Communications will act as your voice in Nashville – we will testify on behalf of the Town's position, take questions and provide answers during committee hearings.
6. **Follow up Monitoring:** Laine Communications will continue to monitor and follow up with any governmental agency involved in the issues important to Farragut even after the legislative



session adjourns. We will make sure that any activity that follows a legislative vote will be in the city's interest and also continue to advise the Town on the best method for handling these after-session activities.

Communications

The legislative process is complicated and can move quickly once session convenes. Laine Communications knows how important it is for Town officials to remain up-to-date on everything that is happening in Nashville and with issues affecting you. Therefore, we take client communications very seriously.

Once the Town of Farragut identifies the legislative oversight staff, Laine Communications will send written weekly updates on the status of bills we are following, meetings that we have taken and their outcome, summaries of committee hearings, rumors and other pertinent information. As the bills pick up momentum, Laine Communications will provide updates as frequently as needed via text, phone calls or emails.

Laine communications is also available for conference calls or in-person meetings as necessary.

Conclusion

We look forward to putting our years of experience, insider knowledge and strong political relationships to work for the Town of Farragut. By following our proven plan, Laine Communication aims to make the legislative process as simple and straightforward as possible and bring your legislative agenda to fruition.

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: David Smoak, Town Administrator

SUBJECT: Approval of Memorandum of Understanding between the Town of Farragut and the Farragut West Knox Chamber of Commerce

INTRODUCTION: The purpose of this agenda item is to consider approval of a memorandum of understanding (MOU) between the Town of Farragut and the Farragut West Knox Chamber of Commerce.

DISCUSSION: The Farragut Chamber and the Town of Farragut have been partners in the business development of the Town since the Chamber's incorporation 28 years ago. As outlined in the MOU, the Farragut/West Knox Chamber of Commerce will receive semiannual payments over the course of 5 years from the Town of Farragut totaling \$15,000 per year. The MOU outlines that the Chamber will perform the following services and provide the following support to the Town and its businesses located within the Town's boundaries:

- Continue to provide the Town all benefits that are included as being an "Admiral Elite" Enterprise Club Member
- The Town shall be recognized as a sponsor at all Chamber events and functions
- Provide the Town with a complimentary table at all events and functions
- Display the Town logo prominently on the Chamber's website with linked capabilities to the Town website
- Conduct business development activities generally as follows:
 - Promote local business through events and marketing strategies to enhance retail revenues;
 - Communicate and coordinate economic development activities with the Farragut Business Alliance;
 - Continue to partner with the Tennessee Small Business Development Center to provide assistance to small business;
 - Assist prospective business owners on how to open a business in Farragut and provide informational packets to the public;
 - Assist the Town in the recruitment of new retail and office business;
 - Increase the Chamber membership base of businesses located in the Town of Farragut.

The Town of Farragut will provide the following in-kind benefits to the Farragut/West Knox Chamber:

- All fees for authorization and/or permits will be waived for the Chamber 5k and Holiday Open House;
- Town of Farragut shall provide staff support in order to assist with the Chamber 5k;
- Complimentary use of Farragut Town Hall for Chamber new member orientation meetings.

The supporting documents that follow this report are the memorandum of understanding, enterprise club benefits, chamber accomplishments for 2015-2016, and activity reporting sheet to be provided for progress reports.

FINANCIAL SECTION:

Account Number: 110-47200-254

Total BudgetContracted AmountExpenditures YTDRemaining Amount

\$110,000

\$15,000

\$17,500

\$77,500

Approved By: 

RECOMMENDATION BY: The Economic Development Committee recommended approval of the attached MOU at its October 5, 2016 meeting. Town Administrator David Smoak also recommends approval of this MOU.

PROPOSED MOTION: To approve a Memorandum of Understanding between the Town of Farragut and the Farragut West Knox Chamber of Commerce as attached.

BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into as of the _____ day of _____, 2016 by and between Farragut West Knox Chamber of Commerce ("Chamber") and The Town of Farragut, a municipal corporation created under the laws of the state of Tennessee (the "Town").

WHEREAS, the Town seeks to further economic development for the benefit of its citizens and business to enhance awareness of local businesses and increase marketing through the use of publications and special events;

WHEREAS, the Town desires to further these economic development objectives of promoting local business by coordinating with the Chamber to better serve their needs and to provide support and services designed to attract the citizens of the Greater Knoxville Area to patronize the Town's businesses; and

WHEREAS, the Chamber possesses the qualifications and desire to assist with events to enhance economic development within the Town and the awareness of the Town's businesses and community; and

WHEREAS, the parties desire to memorialize herein the terms and conditions of an agreement whereby the Town commissions the Chamber to undertake services and provide support to the Town in these efforts.

NOW, THEREFORE, in consideration for the terms, conditions and agreements provided for hereinafter, the sufficiency of which are hereby acknowledged by the parties, the parties do hereby agree as follows:

1. Engagement. The Town hereby engages the Chamber to perform the following services and to provide the following support to the Town and its businesses located within the Town's boundaries:

- (a) Continue to provide the Town all benefits that are included as being an "Admiral Elite" Enterprise Club Member, which benefits are described on Exhibit A attached hereto and incorporated herein by reference;
- (b) The Town shall be recognized as a sponsor at all Chamber events and functions;
- (c) Provide the Town with a complimentary table at all events and functions;
- (d) Display the Town logo prominently on the Chamber's website with linked capabilities to the Town website
- (e) Conduct business development activities generally as follows;
 - (i) Promote local business through events and marketing strategies to enhance retail revenues;

- (ii) Communicate and coordinate economic development activities with the Farragut Business Alliance;
- (iii) Continue to partner with the Tennessee Small Business Development Center to provide assistance to small business;
- (iv) Assist prospective business owners on how to open a business in Farragut and provide informational packets to the public;
- (v) Assist the Town in the retention and recruitment of retail and office business;
- (vi) Increase the Chamber membership base of businesses located in the Town of Farragut.

The Chamber accepts such engagement and will provide services necessary to accomplish the foregoing with reasonable assistance of representatives of the Town in providing the Chamber with relevant information possessed by the Town.

2. Term. The Chamber shall commence work effective July 1, 2011, and shall devote the time and attention it deems appropriate and required in order to comply with the goals hereunder. The term of this agreement shall be five years from July 1, 2016, except as otherwise provided in paragraph 8 below.

3. Compensation. In full compensation for the Chamber's performance hereunder and conditioned on approval and adoption of the Town's budget by the Board of Mayor and Alderman during the applicable fiscal years, the Chamber shall receive the sum of \$75,000.00 paid by the Town, to be paid to the Chamber in the manner provided in paragraph 4.

4. Manner of Payment. (a) Subject to the provisions of this Agreement, the sum of \$75,000.00 shall be paid to the Chamber as follows:

- (i) The sum of \$15,000 for the fiscal year from July 1, 2016 through June 30, 2017 payable in two semiannual installments in the amount of \$7,500, the first due on January 1, 2017 conditioned upon the due submission of progress reports referred to in paragraph 5 below and pending the approval and adoption of the Town's budget by the Board of Mayor and Alderman in the 2016-2017 fiscal year;
- (ii) The sum of \$15,000 for the fiscal year from July 1, 2017 through June 30, 2018 payable in two semiannual installments in the amount of \$7,500, the first due on January 1, 2018 conditioned upon the due submission of progress reports referred to in paragraph 5 below and pending the approval and adoption of the Town's budget by the Board of Mayor and Alderman in the 2017-2018 fiscal year;
- (iii) The sum of \$15,000 for the fiscal year from July 1, 2018 through June 30, 2019 payable in two semiannual installments in the amount of \$7,500, the first due on January 1, 2019 and conditioned upon the due submission of

the progress reports referred to in paragraph 5 below and pending the approval and adoption of the Town's budget by the Board of Mayor and Alderman in the 2018-2019 fiscal year;

- (iv) The sum of \$15,000 for the fiscal year from July 1, 2019 through June 30, 2020 payable in two semiannual installments in the amount of \$7,500, the first due on January 1, 2020 and conditioned upon the due submission of the progress reports referred to in paragraph 5 below and pending the approval and adoption of the Town's budget by the Board of Mayor and Alderman in the 2019-2020 fiscal year;
- (v) The sum of \$15,000 for the fiscal year from July 1, 2020 through June 30, 2021 payable in two semiannual installments in the amount of \$7,500, the first due on January 1, 2021 and conditioned upon the due submission of the progress reports referred to in paragraph 5 below and pending the approval and adoption of the Town's budget by the Board, Mayor and Alderman in the 2020-2021 fiscal year.

(b) In addition, the Town shall provide the following in-kind benefits:

- (i) All fees for authorization and/or permits will be waived for the Chamber 5k and Holiday Open House;
- (ii) Town of Farragut shall provide staff support in order to assist with the Chamber 5k;
- (iii) Complimentary use of Farragut Town Hall for Chamber new member orientation meetings.

5. Progress Reports. The Chamber shall furnish Town with written progress reports at the end of each six month period from and after January 1, 2017. The content of the Progress Report should include a summary of the actions taken by the Chamber, during the subject six month period, in furtherance of the services and support hereunder. If the Chamber fails to furnish a Progress Report, or if it appears from the report that no progress has been made in the advancement and achievements since the last Progress Report, the Town shall have the right to withhold payment until the Chamber resumes progress on the work. In addition, the Chamber shall, if the Town so requests, confer with representatives of the Town from time to time on matters of substance concerning the efforts that have been and will be taken to advance the goals hereunder.

6. Delays in Completion. In the event contingencies arise that hinder the ability of the Chamber from moving forward with its services and support through no fault of the Chamber, the Chamber shall inform the Town Administrator of such circumstances as soon as possible. The Town will take steps within its control to assist the Chamber with overcoming said contingencies.

7. Independent Contractor. It is the mutual understanding of the parties that the Chamber is an independent contractor. The Chamber shall be solely responsible for reporting for tax purposes the amount received hereunder and for the payment of any taxes of every kind that

may be payable on account of the payments provided for herein. The Chamber specifically agrees to indemnify, defend and hold the Town harmless from any such taxes and related penalties, and other costs incurred by the Town including, but not limited to, attorneys' fees and costs incurred thereby.

8. Termination on Convenience of Municipality. For any reason the sufficiency of which the Town shall be the sole judge, the Town may terminate this Agreement, including, but not limited to, the non-approval of the Town's budget by the Board of Mayor and Alderman in the applicable fiscal year, refusal of the Chamber to comply with any of the provisions of this Agreement or for the convenience of the Town.

In such event, the payments the Chamber has theretofore received, plus a pro rata amount of payment as compensation for the work performed during the six month period in which the determination to terminate is made, shall constitute the Chamber's full and final compensation, and the Chamber shall have no further claim with respect thereto.

9. Waiver. The failure of any party hereto at any time to require performance of any of the provisions hereof shall in no manner affect the right to enforce same.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to rules concerning conflicts of law.

11. Further Assurances. The provisions of this Agreement are intended to be self-operative and shall not require further agreement by the parties except as otherwise specifically provided herein. Nevertheless, all parties agree to cooperate fully to execute any and all supplementary documents, and to take all additional actions that are consistent with and which may be necessary or appropriate to give full force and effect to the basic terms and intentions of this Agreement.

12. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

13. Assignment. The Chamber shall not assign, transfer or otherwise dispose of any of its rights, duties or obligations hereunder without the prior written consent of the Town. Any attempted assignment without such prior written consent shall be void *ab initio*.

14. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective personal representatives, successors and assigns.

15. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the transaction contemplated, and supersedes all prior agreements, understandings, negotiations, both written and oral, among the parties with respect thereto.

16. Amendments. This Agreement may be amended only by a written instrument duly executed by all parties or their respective successors, assigns or legal representatives.

This Agreement entered into as of the day and year first above written.

Farragut West Knox Chamber of Commerce:

TOWN:

Dr. Ralph McGill, Mayor

As to form:

Thomas M. Hale
Town Attorney



*Our thanks to these members
who generously contribute to
The Chamber and to its
Continuing Education
Scholarship Program.*

Admiral Elite

Town of Farragut

Admiral

**First Tennessee
LCUB**

Captain

**Business Machines Co.
FSG Bank
farragutpress
NHC Place Assisted Living
Parkwest Medical Center
Rural/Metro Corporation
Shopper—News NOW
TDS Telecom**

Anchor

**BB&T
Balanced Books & Payroll
Choice Directory
Enrichment FCU
The Eye Group
Home Federal Bank
Jefferson Federal Bank
Junk Bee Gone
Knoxville News Sentinel
KUB
Leblanc Financial Group
Mercy Medical Center West
MIGUN TN
Regions Bank
Superior Carpet &
Rug Cleaning
Tennessee State Bank
United Community Bank**

ENTERPRISE CLUB BENEFITS

ADMIRAL ELITE- \$10,000 +

- Admiral, Captain & Anchor Benefits plus...
- Specially designed plaque declaring you as an "Admiral Elite Pillar of the Community"
- Custom benefit package

ADMIRAL - \$5,000

- Captain & Anchor Benefits plus...
- "Admiral Pillar of the Community" statue for display
- One complimentary "Chamber Life" Who's Who Article
- Six complimentary entries in 5K Run/Walk
- First right of refusal for sponsorships and networkings

CAPTAIN - \$2,500

- Anchor Benefits plus...
- Logo recognition on Website with link to your Website
- "Captain Pillar of the Community" statue for display
- Four complimentary entries in 5K Run/Walk
- Priority sponsorship and networking booking

ANCHOR - \$1,000

- Monthly Recognition in "Chamber Life" (16,000 distribution)
- Special recognition in the Annual Directory
- Name recognition on Website with link to your Website
- Name recognition on Chamber letterhead
- Logo recognition at the Annual Auction and Dinner
- Logo recognition at Speaker Series Breakfasts
- Logo recognition at weekly networkings
- Logo recognition at New Member Orientations
- "Anchor Pillar of the Community" statue for display
- Breakfast/Luncheon with President and Board Chair
- Two complimentary entries in 5K run/walk
- Consistent recognition in all print.

Each level is an annual donation over and beyond Annual Membership Investments
Special Events, Sponsorships, and Advertising.



ENTERPRISE CLUB BENEFITS

*Our mission is to strengthen and support our community
by promoting business growth, education
and economic development.*

Enterprise Club

*Our thanks to those who
generously contribute to the
Chamber and its Continuing
Education Scholarship Program.*

Admiral Elite

Town of Farragut

Admiral

First Tennessee Bank
Lenoir City Utilities Board

Captain

AppDriven Marketing
Business Machines Company of
East Tennessee
FSG Bank
Fairfield Inn & Suites Knoxville West
Farragutpress
Parkwest Medical Center
Pinnacle Financial Partners
TDS Telecom
Tennova Healthcare: Turkey Creek
Medical Center

ANCHOR

Charter Business
Costco Wholesale
East Tennessee Children's Hospital
Enrichment Federal Credit Union
The Eye Group
Home Federal Bank
HomeTrust Bank
Junk Bee Gone
Knoxville News Sentinel
Knoxville TVA Employees Credit
Union
NHC Place Assisted Living
Regions Bank
Retail Leasing Trac
Tennessee State Bank
United Community Bank
Volunteer Pharmacy

ADMIRAL ELITE- \$10,000+

- **Admiral, Captain & Anchor Benefits plus...**
- Specially designed plaque declaring you as an "Admiral Elite Pillar of the Community"
- Custom benefits package!
- Unlimited Advertising/Written/Social Media/Radio

ADMIRAL - \$5,000

- **Captain & Anchor Benefits plus...**
- "Admiral Pillar of the Community" for Business Display
- One complimentary Newsletter article
- Six (6) complimentary entries in 5K Run/Walk
- First right of refusal for sponsorships and networking booking
- Logo & Admiral Enterprise recognition on the Mobile App

CAPTAIN - \$2,500

- **Anchor Benefits plus...**
- Logo recognition on Website with link to your Website
- "Captain Pillar of the Community" for Business Display
- Four (4) complimentary entries in 5K Run/Walk
- Priority sponsorship and networking booking

ANCHOR - \$1,000

- Monthly Recognition in "Chamber Life" (27,000 +distribution)
- Special recognition in the Online Directory
- Name recognition on Website with link to your Website
- Name recognition on Chamber letterhead
- Logo recognition at the Annual Auction and Dinner
- Logo recognition at Speaker Series Breakfasts
- Logo recognition at weekly networking
- Logo recognition at New Member Orientations
- "Anchor Pillar of the Community" statue for display
- Breakfast/Luncheon with President and Board Chair
- Two (2) complimentary entries in 5K run/walk



Chamber Engagements *accomplished in 2015-16* for Farragut & surrounding areas

Exhibit B
(Pages 1 – 3)

Community Support/Marketing:

- Town of Farragut Sponsorships – As the 1st committed sponsor for each Chamber event, the Town of Farragut enjoys maximum promotion leading to/after the event:
 - Presenting Sponsor (\$1500) – Breakfast: Senator Bob Corker
 - Presenting Sponsor (\$1500) – Breakfast: Congressman John J. Duncan, Jr.
 - Presenting Sponsor (\$2500) – Farragut Fall 5K, Fun Walk & Pet Parade
 - Presenting Sponsor (\$1500) – Breakfast: Criminal Court Panel Discussion
 - Event Sponsor (\$2500) – Annual Auction
 - Included Sponsor BENEFIT: Opportunity to speak at each event.
- Town of Farragut Municipal services recognition via ChamberLife newsletter (27,000 distribution) and weekly email (1300 distribution)
- Shop Farragut Promotions: print, web, social media, email, weekly announcements, calls to businesses (delivery of bags/materials)
- Taste of Farragut/Farragut Business Alliance Promotions: print, web, social media, email, Weekly Announcements
- Town of Farragut Independence Day Parade Promotions: print, web, social media, email, Weekly announcements, invitations to walk with the Chamber
- Town of Farragut awards recognitions via ChamberLife newsletter in Farragutpress
- Weekly Campbell Station Wine & Spirits (Farragut business) promotion at networkings via RSVP certificate prize giveaway.

TOTAL Networkings (41) / Farragut (16) (39%)

07/02/15 – Hampton Inn Cedar Bluff
07/09/15 – Big Kahuna Wings
07/16/15 – The Casual Pint Farragut
07/23/15 – Brothers Bedding at N. Peters Rd.
07/30/15 – Tennessee State Bank
08/06/15 – Hurricane Grill & Wings
08/13/15 – Potbelly Sandwich Shop
08/20/15 – Activize Chiropractic
08/27/15 – The Travel Authority
09/03/15 – Knoxville Exec. Suites w/ Smoky Mtn Service Dogs
09/10/15 – Holy Cross Anglican Church

09/17/15 – King University
09/24/15 – Tennessee Strategies @ We're Cooking Cedar Bluff
10/01/15 – Springhill Suites Turkey Creek
10/15/15 – Slamdot
10/22/15 – Superior Carpet & Rug Cleaning
10/29/15 – K Town Specialty
11/05/15 – Farragut High School Education Foundation
11/19/15 – Cranberry Hollow
12/03/15 – The Lantern @ Morning Pointe
01/14/16 – Jet's Pizza Farragut
01/28/16 – Anytime Fitness Farragut
02/04/16 – Berry Highland Memorial West
02/11/16 – Oasis Day Spa
02/18/16 – Salon Biyoshi
02/25/16 – Fairfield Inn & Suites Knoxville West
03/03/16 – Express Employment Professionals & Rothchild's
03/10/16 – Home2Suites
03/17/16 – Volunteer Ministry Center
03/24/16 – Rural Metro Choto Fire Station
04/07/16 – Kids 1st Advocacy Center
04/14/16 – Casual Pint Northshore
04/28/16 – Michael Brady, Inc.
05/05/16 – Hampton Inn Cedar Bluff
05/12/16 – Knox Area Rescue Ministries (KARM)
05/19/16 – Hilton Knoxville
05/26/16 – Activize Chiropractic
06/02/16 – Beltone Hearing Aid Center @ Renaissance
06/09/16 – AT&T at Parkside
06/16/16 – ITT Technical Institute (snow reschedule)
06/23/16 – Event Rentals by Rothchild

TOTAL Ribbon Cuttings (35) / Farragut (16) (46%)

07/08/15 – Maxim Healthcare
07/29/15 – Staybridge Suites
08/05/15 – Home2Suites
08/06/15 – Farragut Wine & Spirits Remodel
08/10/15 – Take Shape for Life
08/11/15 – OrangeTheory Fitness
08/12/15 – Mountain Commerce Bank Bearden
08/18/15 – Blue Ridge Yoga
08/31/15 – HUSHH Magazine
09/24/15 – Rural Metro at Choto
10/07/15 – American Family Care
10/14/15 – Freedom Chiropractic
10/16/15 – Tennessee National Marina
10/20/15 – Hardin Valley Wealth Management
10/28/15 – School of Rock
11/02/15 – College Hunks Hauling Junk

11/10/15 – Treasures Jewelers
 11/11/15 – Beltone Hearing Center
 11/12/15 – Campbell Station Wine & Spirits Remodel
 11/17/15 – Choices in Senior Care
 03/29/16 – PT Solutions
 04/05/16 – Little Nest Portraits
 04/08/16 – First Community Mortgage
 04/29/16 – Amish Excellence
 05/05/16 – KARM Thrift Store West (w/ Knoxville Chamber)
 05/09/16 – Quaker Steak & Lube (w/ Knoxville Chamber)
 05/10/16 – SouthEast Bank Hardin Valley
 05/12/16 – ABRA Auto Body & Glass West
 05/18/16 – Crye Leike REALTORS Regional HQ
 05/25/16 – Anne Bernot Allstate
 05/31/16 – Water Into Wine
 06/03/16 – Tennessee Yacht Charters & Services
 06/07/16 – HISSecurity
 06/24/16 – Shae Design Studios
 06/28/16 – Courtley Chiropractic

TOTAL Membership: 740

Farragut: 304 (41%)

As of June 30, 2016

TOTAL NEW Members: 77 / Farragut: 24 (31%)

AGM – Anatolia Granite & Marble (37919)
 Allgood Pest Solutions (37912)
 Amish Excellence (37934)
 Anne Bernot – Allstate (37909)
 Aubrey's Cedar Bluff (37931)
 Balanced Wellness Solutions – Dr. Scott Davis (37922)
 Beautique Medical Anti-Aging Studio (37934)
 Beltone Hearing Aid Center (37934)
 Beth Yobe – Coldwell Banker (37934)
 C3 Industrial (37934)
 C&J Wealth Advisors (37830)
 Cartridge World of Knoxville (37922)
 College Hunks Hauling Junk (37934)
 Comfort Inn & Suites Knoxville West (37919)
 Cornerstone – IRM Insurance Group (37934)
 Courtley Chiropractic (37934)
 Cruise Planners – Burt Burgett (37923)
 Dex Media (75261)
 Direct Mail Services (37909)
 Econolodge (37932)
 Edward Jones Investments – Betsy Herzog (37934)
 Elite Fitness (37934)
 First Bank (37902)
 First Community Mortgage (37923)
 Floor & Décor (37922)
 Freedom Chiropractic (37919)
 Greystone Vista (37932)
 Hilton Knoxville Airport (37701)
 Honey Do Service (37922)

Iron Tribe Fitness – Farragut (37934)
 Jeremiah Webb, Attorney at Law (37934)
 Julia Hurley – Keller Williams Realty (37919)
 Justin Fee, Realtor – Coldwell Banker (37919)
 K Town Tavern (37922)
 Knoxville Concrete (37950)
 LC Fence (37771)
 Liberty Mutual Insurance (37922)
 Lighthouse Outdoor Lighting (37934)
 Little Nest Portraits (37934)
 McLain's Painting, Inc. (37919)
 Melrose Title Company (37919)
 Michael Kilby / Yvonne Murray Mortgage Investors Grp Parkside (37922)
 Mortgage Investors Group – Farragut (37934)
 Mother Earth Meats (37934)
 Mountain Commerce Bank Bearden (37919)
 Mowery Insurance (37923)
 N-Hance Wood Renewal (37922)
 New Horizons Computer Learning Center (37932)
 Nored Telecom (37920)
 One Community Services (37919)
 Paul Davis Emergency Services of West Knoxville (37919)
 The Pour Guys (37803)
 Preferred Care at Home of East Tennessee (37934)
 PromoLogo USA (37909)
 PT Solutions (37934)
 Pure Romance by Corrine (37922)
 Quaker Steak & Lube (37919)
 Redfin (37922)
 School of Rock Knoxville (37922)
 Shae Design Studio (37922)
 ShredPro Secure (37923)
 Sitel Corporation (37830)
 Smith & Hammaker (37917)
 Snootie Patootie (37934)
 Sola Salon Studios (37934)
 SouthEast Bank – Hardin Valley (37932)
 Southeastern Automation (37933)
 Summit View of Farragut (37934)
 Tennessee Yacht Charters & Services (37774)
 Treasures Jewelers (37922)
 Unique Construction Services (37922)
 Water Into Wine (37934)
 Winchester, Sellers, Foster & Steele, P.C. (37929)
 WindRiver (37772)
 Woodmen Life – Angie Baker (37922)
 Woodmen Life – Logan Whitman (37934)
 Work Space Solutions (37921)

Community Events/Meetings (21) / Farragut (15) / (71%)

07/25/15 – Chamber Board Meeting (Staybridge Suites)
 08/18/15 – BREAKFAST Series: Sen. Bob Corker (150 attend)
 08/25/15 – Chamber Board Meeting (Home2Suites)
 10/13/15 – BREAKFAST Series: Congressman Duncan, Fox Den

10/21/15 – Powerpoint prepared/presented at Intro to Farragut Class
 10/24/15 – 21st Farragut Fall 5K @ Mayor Bob Leonard Park
 10/27/15 – Chamber Board Meeting (Farragutpress)
 10/30/15 – Freaky Friday @ Mayor Bob Leonard Park
 12/08/15 – Holiday Open House @ Chamber
 01/19/16 – Cookie CEO Presentation to Girl Scouts
 01/26/16 – Chamber Board Meeting (Calhouns Pellissippi)

01/28/16 – Louise Povlin, Alderman Induction
 (Attended, promoted in ChamberLife newsletter)
 02/23/16 – Chamber Board Meeting (TDS Telecom)
 03/08/16 – New Member Orientation (80 @ TOF)
 03/22/16 – BREAKFAST Series: Criminal Court Panel
 03/22/16 – Friends of the Museum Meeting (Bettye worked with
 Farragut Folklife Museum re Donors Program)
 03/29/16 – Chamber Board Meeting (Homewood Suites)
 04/22/16 – 29th Annual Auction: Road to Rio
 *250 Businesses represented
 *225 Attendance
 04/26/16 – Chamber Board Meeting (BB&T Farragut)
 05/24/16 – Chamber Board Meeting (The Bingham Group)
 06/21/16 – Chamber Board Meeting (FSGBank Campbell Station)

Donations/Scholarships Awarded

08/18/15 – Community Foundation of Chattanooga (\$300)
 10/24/15 – Smoky Mtn Service Dogs (\$435, Fall 5K)
 12/08/15 – Adam Schulze, FHS Intern (\$250, Scholarship)
 12/08/15 – YWCA Victims Advocacy (Holiday Open House)
 04/15/16 – Tucker Scott, FHS Intern (\$350, Scholarship)
 04/22/16 – KARM (\$2000 / Item donations)

Other Benefits & Items

- FALL 2015 – FHS INTERN: Adam Schulze
- SPRING 2016 – FHS INTERN: Tucker Scott
- NOVEMBER 2015 – 4th Proclamation Anniversary:
Farragut West Knox Chamber of Commerce Day
November 9th (since 2012)
- JANUARY 2016 – Complimentary Ribbon Cutting Cakes
courtesy of COSTCO Wholesale
- APRIL 2016 – Captain Enterprise Pillar awarded to
Fairfield Inn & Suites Knoxville West and Anchor Pillar to
First Utility District
- APRIL 2016 – NEW Ambassador Recognition System
(points/email/newsletter)
- May 2016: AWARD to Bettye Sisco – Paul Harris Award
from Farragut Rotary
- June 2016 – Union Co. Chamber of Commerce (Bettye
referred to them by Ed Medford-KUB re guidance on
how to direct a small chamber. Union Co. COC currently
has approx. 100 members & no director.)
- June 2016 – Julie Blaylock, Institute for Organizational
Management Program (3rd Year of 4 completed)

- **NEW: Pocket Guide Directory in Farragutpress** (print
in July) with advertising available all members.
 - Inserted in Farragutpress in July 2016
 - Will be in all new member packets and at
events
- **NEW: Farragut Life Magazine** – Quarterly Page/Article
featuring Chamber Info/News
- **Monthly ChamberLife Newsletter in Farragutpress
reaching 27,000 distribution**
 - Mentions of 125+ (avg) member businesses
per monthly issue
 - Who's Who Article spotlighting a different
business monthly
 - Member Briefs available to all members at no
added cost to highlight their events, awards,
new hires & more.
- **Weekly email to 1300 contacts** highlighting weekly
networking host.
 - Promotion of event sponsors leading up to and
after event (Town of Farragut is always first)
 - Links to ChamberLife newsletter
 - Links to member Job Postings
- **Mobile App: 360 users** (49% of Chamber Membership)
 - Ability to RSVP to events
 - Area Map of Farragut Municipal services &
links
 - Map of Farragut Parks
- Social Media Platforms: Facebook, Instagram, LinkedIn,
and Twitter
- Membership in Farragut Rotary Club
- Membership at Fox Den Country Club
- 10 Board Meetings hosted at different member business
locations
- Distribution of Farragut MAPS
- Distribution of Town of Farragut Annual Reports
- Relocation packets including area & member information
to prospective residents nationwide
- Business cards/info placed at Chamber office for
distribution. Available to public.



Memorandum of Understanding (MOU)

Additional items to provide for the Town of Farragut

- Report advertising \$ provided to Town at 6-mos intervals via visual progress charts
- Increase # of networkings in Farragut (2015/16 was 39%)
- Increase Breakfast Speakers to 4 annually
- Coordinate quarterly meetings with Farragut Business Alliance
- Continue to partner with Tennessee Small Business Development Center to provide assistance to small businesses
- Commit to advertising Shop Farragut holiday promotion in at least 3 weekly emails & 2 monthly newsletters prior to deadlines for program registration
- Add educational lunch events. One per Quarter ("Brain Bag")
- "Shop Small" for Small Business Saturday (Saturday after Thanksgiving) – Order, promote & deliver all "Shop Small" materials
- Offer opportunity for annual "Board of Mayor/Alderman Networking" event hosted at Town of Farragut
- Publish article on each graduating "Intro to Farragut" class in Chamber Life newsletter
- Add quarterly "Who's Who in Farragut" article for Chamber Life newsletter to feature different Business, Town Leader or Town Department.



Exhibit D

Activity 1: Promote local business through events and marketing strategies to enhance retail revenues

1. Number of networking events per year: _____
2. Number of special events per year: _____
List events: _____

3. Number of Chamber newsletters in newspapers: _____
4. Number of Chamber newsletters sent digitally: _____
5. List any other promotional opportunities throughout the year: _____

Activity 2: Communicate and coordinate economic development activities with the Farragut Business Alliance

1. Conduct quarterly meetings to coordinate activities

Activity 3: Continue to partner with the Tennessee Small Business Development Center to provide assistance to small business

1. Number of businesses forwarded to the Tennessee Small Business Development Center for assistance: _____
2. Percentage of Chamber members utilizing Tennessee Small Business Development Center: _____

Activity 4: Assist the Town in the retention and recruitment of retail and office business

1. Number of businesses contacted: _____
2. Percentage of those businesses that opened a location in Farragut: _____
3. Estimated annual sales of new businesses: _____
4. Estimated number of FTE employees: _____
5. Estimated wages of new jobs to Farragut: _____

Activity 5: Increase the Chamber membership base of businesses located in the Town of Farragut

1. Total number of Chamber members: _____
2. Total number of Chamber members located in Farragut: _____
3. Percentage of Chamber members located within the Town of Farragut: _____

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Utility easement agreement between the Town of Farragut and Concord Telephone Company/TDS Telecom on the Town of Farragut Public Works property, 731 Fretz Road

BACKGROUND: This item involves a request for approval of a utility easement agreement between the Town of Farragut and Concord Telephone Company/TDS Telecom. The agreement, which was drafted in consultation with the Town Attorney, specifically addresses the use of a 10 foot wide easement where TDS Telecom will place an underground telecommunications line from the north end of Fretz Road to the Town's monopole cell tower compound on the Public Works property.

RECOMMENDATION: The plat associated with this easement was taken to the Farragut Municipal Planning Commission on September 15, 2016 and unanimously approved. The staff recommends approval of the easement agreement since it is consistent with the approved plat and has been prepared in consultation with the Town Attorney. Board of Mayor and Alderman action is required since this easement involves the use of public property.

PROPOSED MOTION: To approve the utility easement agreement between the Town of Farragut and Concord Telephone Company TDS Telecom associated with the installation of an underground telecommunications line on the Public Works property at 731 Fretz Road.

BOARD ACTION:

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

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

THIS INSTRUMENT PREPARED BY:

Thomas M. Hale, Esq.
Kramer Rayson LLP
P. O. Box 629
Knoxville, TN 37901
(865) 525-5134

Easement Site Address:
731 Fretz Road
Farragut, TN 37934

Knox County, Tennessee
CLT Map 130, Parcel 074
TC-160178057

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT ("Agreement") is made and entered into as of this day of 10-27-, 2016, by and between **THE TOWN OF FARRAGUT**, a municipal corporation, of Knox County, Tennessee ("Owner") and **CONCORD TELEPHONE COMPANY d/b/a TDS TELECOM** ("Grantee").

FACTS: The Owner owns the property described in the deed book and page or instrument number shown below which includes the property shown on Exhibit A and described on Exhibit B (the "Easement Tract"). Grantee desires to install utility facilities and lines underground on the Easement Tract. The Owner has agreed that Grantee can have an easement across the Easement Tract for its utility facilities and lines owned by Grantee.

WHEREFORE, the parties hereby agree as follows:

1. The Owner grants to Grantee a permanent, non-exclusive utility easement over, under and across the Easement Tract for the purpose of installing underground utility lines and agrees that Grantee has the perpetual right to enter on the Easement Tract and to do those things that are necessary to place, construct, operate, repair, maintain, remove and replace on the Easement Tract one or more utility lines and related equipment and facilities, (all herein included in the term "utility line") that are owned by Grantee, its successor and assigns. The Owner also agrees, in addition, that Grantee shall have reasonable access across Owner's property to reach the Easement Tract as may be needed.
2. The Owner understands and agrees that:
 - a. Grantee has agreed that it will restore the Easement Tract and other lands of Owner after it installs the utility line. Trees, shrubbery and other vegetation located in the Easement Tract may be removed by Grantee during construction and Grantee will replace trees, shrubbery or other vegetation within the Easement Tract and other lands of Owner that is removed or disturbed.
 - b. Grantee has the right to keep the Easement Tract free and clear of buildings, trees, and anything else that interferes with the installation, maintenance and use of the utility line on the Easement Tract.
 - c. The Easement Tract will not be used for anything that will interfere with or endanger the use and operation of the utility line that is placed on the Easement Tract. No permanent structure will be erected on the Easement Tract.
3. The Owner will have the right to use and enjoy the Easement Tract for lawns, gardens, pastures, roads, parking lots, and any purpose that does not interfere with or endanger the use and operation of the utility line installed on the Easement Tract by Grantee. The Owner is only granting Grantee an easement over, under and across the Easement Tract. The Easement Tract will continue to be owned by the Owner.
4. The easement, rights and privileges herein granted are subject to all, which are in force and effect and applicable, exceptions, reservations, limitations, covenants and conditions set forth in the

instruments of conveyance by which Owner acquired title to said property (Deed Book 1985 Page 163) and in the instruments of conveyance by which the predecessors in title to Owner acquired title to said property and all visible easements and encroachments.

5. By acceptance of this instrument, Grantee understands and agrees and the easement, rights, and privileges herein granted are further subject to the following reservations, limitations, covenants, and conditions which shall run with and be binding upon said easement, rights and privileges so long as the same are in force and effect, and which shall bind and inure to the benefit of the parties hereto, their successors and assigns.

a. Grantee agrees to defend and indemnify the Owner, its officers, directors, employees, invitees, and agents, against, and hold them harmless from, any and all claims, demands and/or rights of action, including, but not by way of limitation, claims asserted by or against Owner and/or its successors and/or assigns and any and all costs, fees, and expenses incurred in connection therewith, for the loss of, or damage to, all real and/or personal property and/or death of, or injuries to, persons resulting from, or incurred in connection with, any construction, reconstruction, maintenance, repair, and use of the cable and/or utility line or accessories thereto upon, or in connection with, the above-described property and/or ingress and egress to and from said property by Grantee, its employees, servants, contractors, and/or agents.

b. Grantee further agrees that, upon termination or abandonment of the rights, privileges, and easement herein granted, it shall execute such instrument, upon the request and to the satisfaction of Owner, as is necessary to evidence said termination or abandonment. Said instrument shall be in whatever form is then required for recordation in the appropriate Register of Deeds Office.

c. The easement herein granted is granted solely for the purposes set forth herein and for no other use or purpose, and the said easement shall exist and continue only so long as it is used for these purposes. The easement herein conveyed and granted shall automatically cease and terminate and be forever extinguished if it is not used for a period of One Hundred Eighty (180) consecutive days or if it is used for any other purpose.

d. Grantee shall construct and maintain any improvements on the Easement Tract in accordance with sound engineering practices and in a good, safe, careful, and workmanlike manner, and shall otherwise maintain and use the easement in compliance with any and all applicable federal, state, or local laws and regulations, including environmental laws, and shall remove all debris and restore the surface of the property subject to the easement, to the extent reasonably practicable, to the condition in which it was at the commencement of such work and shall pay for any and all damage to the property which may be incurred as a result of the operation, construction, use, or maintenance of the easement. Grantee shall comply with all security, safety and engineering regulations imposed at any time by Owner. Furthermore, Grantee shall obtain any and all permits, approvals and/or consents from third parties, including any permits, approvals and/or consents from federal, state or local authorities, required in connection with the exercise of any of Grantee's rights hereunder or its use of the easement. If such permits, approvals and/or consents are in writing, Grantee shall provide copies thereof to Owner, within ten (10) days of their receipt by Grantee.

e. With respect to the Easement Tract and Owner's adjacent property, Grantee agrees that it shall not violate any applicable federal, state or local law, ordinances, regulation or ruling relating to environmental protection, or the presence, use, generation, storage, treatment, release, threatened release or containment, spillage or disposal of any hazardous or toxic waste, substances or materials, including but not limited to petroleum and/or natural gas products and/or substances. Grantee shall defend, indemnify and hold Owner harmless from and against any and all claims, demands, damages, costs, losses, liabilities, suits, judgments, expenses, penalties

and/or fines, including reasonable attorney's fees, which may be incurred by Owner by reason of, resulting from, in connection with, or arising in any manner whatsoever out of any breach of the covenant contained in this Paragraph 4.

f. Upon termination of the easement and license, for any reason whatsoever, Grantee shall remove any and all equipment from the terminated easement and/or license and shall restore, at Grantee's sole cost and expense, the property subject to the terminated easement and/or license to its original condition, to the extent reasonably practical, within sixty (60) days of said termination.

g. Grantee agrees to relocate, at Owner's expense, the cable and/or utility line and accessories to be constructed under, over and upon the easement herein granted upon six (6) months' written notice by Owner. Upon such relocation, Owner shall provide to Grantee a Grant of Easement in the new location upon substantially the same terms and conditions as the easement herein granted.

6. On that portion of the Easement Tract that is generally situated on the 10 foot strip of land just to the north of the Owner's driveway and that runs east to west from Fretz Road, the Grantee agrees to install and maintain its cable and/or line at a distance of no more than 1.5 feet from the driveway pavement.

7. This Agreement is intended to be binding on and to benefit Grantee and its successors and assigns and the Owner and Owner's successors and assigns. In this Agreement, the singular shall include the plural, the plural the singular and the use of any gender is meant to refer to all genders.

8. The Owner, by executing this Agreement, represents that it is the owner of the Easement Tract and has the exclusive right to receive any compensation paid by Grantee and to grant the rights to Grantee as set forth in this Agreement.

IN WITNESS WHEREOF, the Owner(s) have executed this instrument as of the day and year first written above.

Property Reference:
Deed Book 1985, Page 163

OWNER(s)

THE TOWN OF FARRAGUT

By: _____
Dr. Ralph McGill, Mayor

Approved for Form and Sufficiency:

Attest: _____
Allison M. Myers, Town Recorder

Thomas M. Hale, Town Attorney

CONCORD TELEPHONE COMPANY d/b/a
TDS TELECOM

By: 
Its: V.P. NETWORK OPERATIONS

STATE OF TENNESSEE)
)
COUNTY OF KNOX)

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared **DR. RALPH MCGILL**, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Mayor of the **TOWN OF FARRAGUT**, the within named bargainor, a municipal corporation, and that he as such Mayor, being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the municipal corporation by himself as Mayor.

Witness my hand and seal at office this _____ day of _____, 2016.

Notary Public

My Commission Expires: _____

STATE OF WISCONSIN)
)
COUNTY OF DANE)

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared CLIFF LAWSON, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the V.P. of CONCORD TELEPHONE COMPANY d/b/a TDS TELECOM, the within named bargainor, a V.P., and that he as such V.P., being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the V.P. by himself as Cliff Lawson

Witness my hand and seal at office this 27th day of OCTOBER, 2016.

Sally
Notary Public

My Commission Expires: 2-4-18



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by Professional Land Systems
I hereby certify that this is a category 1 survey and the ratio of precision of the unadjusted survey is 1: 10,000 or better as shown hereon. This survey meets the minimum standards for the State of Tennessee.



TN NAD83



CENTER OF PROPOSED
10' WIDE TDS TELECOM
EASEMENT

N:569219.429
E:2508742.935

INTERSTATE 40 / 75
WIRE CONTROLLED ACCESS FENCE
VARIABLE R/W WIDTH

CENTER OF EXISTING
ASP. DRIVE & 20'
UTILITY & ACCESS
EASE. 10' EA. SIDE
T.B. 3099 PG. 157

ASPHALT PAVING

EQUIPMENT SHED

ASPHALT

OFFICE
BUILDING

S50°06'59"E
122.92'

FRETZ ROAD

410'± TO R/W OF
CHAPEL GLEN LN

B N86°28'43"W
C 42.13'
A 45.10'
R 35.50'

BRANDY L. DEAN
DEED 20061024-0035382
LOT 1 HARNESS PROPERTY
PLAT CAB. P SLIDE 296C

DWNBY
DEED 20080129-0056774

S33°08'11"E
25.06'

LEGEND

These standard symbols will
be found in the drawing.

- Ⓢ TELECOM HAND HOLD
- ⦿ FIRE HYDRANT
- ⊙ CLEAN OUT
- Ⓜ GREASE TRAP
- Ⓢ ELECTIC VAULT
- Ⓢ WATER METER
- Ⓢ WATER VALVE
- ← GUY
- Ⓢ CABLE TV BOX
- Ⓢ TRANSFORMER
- Ⓢ PHONE BOX
- Ⓢ CONC. R/W MONUMENT
- CATCH BASIN
- EXISTING IRON PIN
- ◆ MAGNAIL/CAP SET
- ^{IPS} IRON PIN SET
- Ⓢ SEWER MANHOLE
- Ⓢ UTILITY POLE
- NO MONUMENT
- Ⓢ EXISTING PIPE



1. THIS SURVEY IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
2. SIGNIFICANT OBSERVABLE EVIDENCE OF UTILITIES IS SHOWN. OTHER UTILITIES MAY EXIST AND NOT BE SHOWN. NO GUARANTEE IS EXPRESSED OR IMPLIED AS TO THE LOCATION OF ANY UTILITIES WHICH ARE NOT VISIBLE FROM THE SURFACE.
4. SUBJECT TO UTILITY & DRAINAGE EASEMENTS OF 5' INSIDE INTERIOR LOT LINES; 10' INSIDE EXTERIOR LOT LINES AND ROADS.
5. DEED 1985-163.

KNOX COUNTY DISTRICT 6
FARRAGUT, TN
8/5/2016 1"=60'
TAX PARCEL 130 074
PROFESSIONAL LAND SYSTEMS
205 LAMAR AVE
CLINTON TN 37716
865.689.6169

PLS
Professional Land Systems
www.PLSurvey.com

When you need to know, knowing is our business.

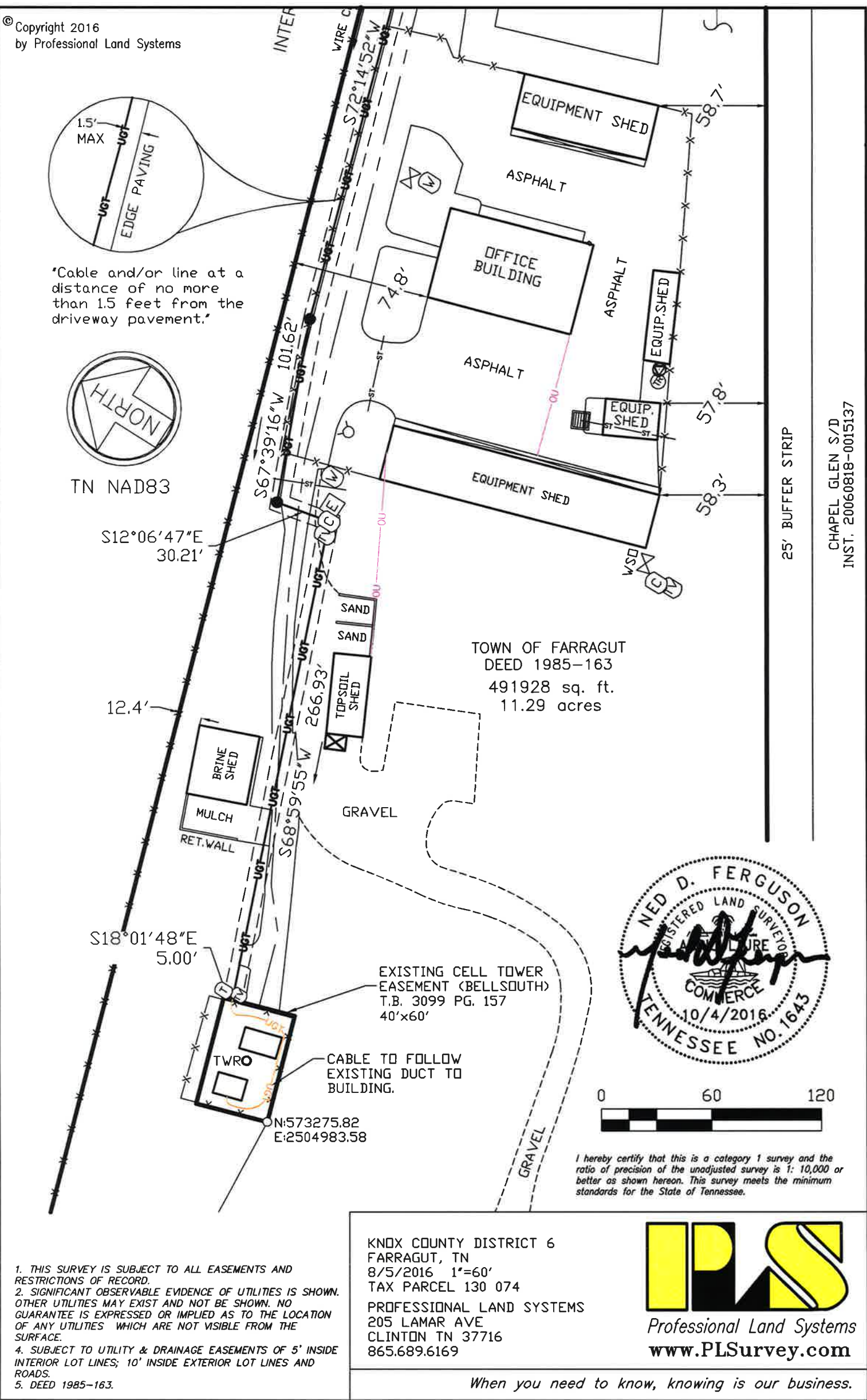


EXHIBIT B

COMMENCING at a magnail and cap set in the southerly right-of-way of Fretz Road located in a northwesterly direction 410 feet, more or less, from the westerly right-of-way of Chapel Glen Lane;

THENCE with the southerly right-of-way of Fretz Road, North 50 deg. 06 min. 59 sec. West, 71.98 feet to a point in the center of a 10-foot wide easement for TDS Telecom, the POINT OF BEGINNING.

FROM said point of beginning and commencing therefrom and lying 5 feet on each side of the following described centerline:

THENCE leaving Fretz Road, South 77 deg. 06 min. 36 sec. West, 291.07 feet to a point;

THENCE South 72 deg. 14 min. 52 sec. West, 318.57 feet to a point;

THENCE South 67 deg. 39 min. 16 sec. West, 101.62 feet to a point;

THENCE South 12 deg. 06 min. 47 sec. East, 30.21 feet to a point on an existing telecom hand-hole vault;

THENCE South 68 deg. 59 min. 55 sec. West, 266.93 feet to a point in the easterly line of an existing cell tower easement for Bellsouth (a.k.a. AT&T) recorded in Trust Book 3099, Page 157, said point is located South 18 deg. 01 min. 48 sec. East, 5.00 feet from the northeast corner of said cell tower easement.

BEING part of the same property conveyed to the Town of Farragut in Deed Book 1985, Page 163, dated August 11, 1988.

AGENDA NUMBER VI. F.

MEETING DATE November 10, 2016

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl W. Smith, PE

SUBJECT: Approval of TDOT Contract for Development of Union Road/Hobbs Road Improvements Kingston Pike/Hobbs Road to Everett Road

INTRODUCTION: The purpose of this item is approval of an agreement with the Tennessee Department of Transportation for development of a project to reconstruct Union Road from N. Hobbs Road to Everett Road. The project will also include improvements to N. Hobbs Road.

BACKGROUND: The Town has considered improvements to Union Road to be a major priority for many years, and our current Capital Investment Program includes \$400,000 for design in FY2017. However, the Knoxville Regional Transportation Planning Organization (KRTPO) recently amended its 2014-2017 Transportation Improvement Plan (TIP) to allow federal STP funding for development of the project. At this point, only the NEPA/Design phase is funded, as the Right of Way and Construction phases will fall within the 2017-2020 TIP. We are very confident those phases will be funded when the new TIP is finalized.

Union Road is currently only 15 feet wide, with stone shoulders and no pedestrian facilities. Our traffic counts have varied considerably (between 900 and 1400 vehicles per day), but eventual development of the Ivey farm and the Swann property (among others) will surely increase this number significantly.

This project will include full reconstruction of Union Road from N. Hobbs Road to Everett Road, including replacement of the existing bridge over Little Turkey Creek. The roadway cross section will include two 12' lanes, with 4' bike lanes, curb & gutter, 5' sidewalk on one side and greenway on the other. North Hobbs Road will be improved somewhat, with curb & gutter on the east side and connection of existing pedestrian facilities to those on Union Road.

Total costs for this project are estimated to be \$4.5 million, including NEPA/Design (\$400,000), Right of Way (\$500,000) and Construction (\$3,600,000). Costs will be reimbursed on an 80/20 federal/local split. Please keep in mind that these costs are only estimates, and actual numbers may vary as the project moves forward. The attached TDOT contract outlines the duties and obligations of both the Town and TDOT for the development of the project.

RECOMMENDATION BY: Darryl Smith, Town Engineer.

PROPOSED MOTION: Approval of TDOT contract for development of the Union Road Improvements project.

BOARD ACTION:

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

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



KGIS Copyright - 2016

Union Road

Knoxville - Knox County - KUB Geographic Information System

Printed: 11/3/2016 at 10:24:53 AM



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**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
PROGRAM DEVELOPMENT & ADMINISTRATION DIVISION
LOCAL PROGRAMS DEVELOPMENT OFFICE**

SUITE 600, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TN 37243-1402
(615) 741-5314

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

October 28, 2016

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

Re: Union Rd. from N. Hobbs Rd. to Everett Rd. and N. Hobbs Rd. from Union Rd. to SR-1 (US-11, Kingston Pike)
Farragut, Knox County
PIN: 125045.00
Federal Project Number: STP-M-9109(174)
State Project Number: 47LPLM-F3-136
Agreement Number: 160196

Dear Mayor McGill:

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

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

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

If you have any questions or need any additional information, please contact Eli Jones at 615-532-3184 or Eli.Jones@tn.gov.

Sincerely,

Whitney Sullivan
Transportation Manager
whitney.sullivan@tn.gov

Attachment

Transmitting contract, localdo, deposit required, req schedule

Find Information for Local Governments at <http://www.tdot.state.tn.us/local/>

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

Agreement Number: 160196

Project Identification Number: 125045.00

Federal Project Number: STP-M-9109(174)

State Project Number: 47LPLM-F3-136

State of Tennessee Department of Transportation

LOCAL AGENCY PROJECT AGREEMENT

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

“Union Rd. from N. Hobbs Rd. to Everett Rd. and N. Hobbs Rd. from Union Rd. to SR-1 (US-11, Kingston Pike)”

A. PURPOSE OF AGREEMENT

A.1 Purpose:

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

A.2 Modifications and Additions:

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

B. ACCOMPLISHMENT OF PROJECT

B.1 General Requirements:

a)

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

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

B.2 Completion Date:

- a) The Agency agrees to complete the herein assigned phases of the Project on or before **November 30, 2021**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

B.3 Environmental Regulations:

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

B.4 Plans and Specifications

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

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

B.5 Right-of-Way

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

B.6 Approval of the Construction Phase

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

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

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

B.7 Detours

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

B.8 Utilities

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

B.9 Railroad

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

C. PAYMENT TERMS AND CONDITIONS

C.1 Total Cost:

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

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

C.2 Eligible Costs:

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

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

C.3 Limits on Federal and State Participation:

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

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

C.4 Payment Methodology:

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

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

C.5 The Department's Obligations:

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

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

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

1) **Misrepresentation:**

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

2) **Litigation:**

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

3) **Approval by Department:**

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

4) **Conflict of Interests:**

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

5) **Default:**

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

C.6 Final Invoices:

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

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

C.7 Offset:

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

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

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

C.8 Travel Compensation

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

D. STANDARD TERMS AND CONDITIONS

D.1 Governing Law:

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

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

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

D.3 State Law:

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

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

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

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

D.5 Appropriations of Funds:

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

D.6 Rights and Remedies Not Waived:

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

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

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

D.8 Independent Contractor:

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

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

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

D.9 Maintenance:

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

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

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

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

b) **DBE Obligation:**

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

D.11 Tennessee Department of Transportation Debarment and Suspension:

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

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

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

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

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

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

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

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

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

D.13 Equal Employment Opportunity:

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

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

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

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

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

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

D.16 Conflicts of Interest:

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

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

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

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

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

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

D.19 Records:

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

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

D.20 Inspection:

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

D.21 Annual Report and Audit:

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

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

D.22 Termination for Convenience:

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

D.23 Termination for Cause:

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

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

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

D.25 Agreement Format:

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

D.26 Certification Regarding Third Party Contracts:

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

D.27 Amendment:

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

D.28 State Liability:

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

D.29 Force Majeure:

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

D.30 Required Approvals:

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

D.31 Estimated Cost:

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

D.32 Third Party Liability:

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

D.33 Deposits:

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

D.34 Department Activities:

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

D.35 Congestion Mitigation and Air Quality Requirement:

- a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.

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

D.36 Investment of Public Funds:

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

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

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

D.37 Federal Funding Accountability and Transparency Act:

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

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

TOWN OF FARRAGUT

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

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

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

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

EXHIBIT "A"

AGREEMENT #: 160196

PROJECT IDENTIFICATION #: 125045.00

FEDERAL PROJECT #: STP-M-9109(174)

STATE PROJECT #: 47LPLM-F3-136

PROJECT DESCRIPTION: Reconstruction of two 12' lanes on Union Rd. from N. Hobbs Rd. to Everett Rd. to include bike lanes, curb and gutter, sidewalks, greenways, and turning lanes as needed. Inclusive of the bridge replacement over Little Turkey Creek. N. Hobbs Rd. from Union Rd. to SR-1 (US-11, Kingston Pike). to include portions of curb and gutter and greenway connectivity to proposed pedestrian facilities. Existing roadway will be milled and resurfaced to tie the improvements to the existing roadway.

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

TYPE OF WORK: Reconstruction

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
NEPA	L-STBG	80	0	20	\$80,000.00
DESIGN	L-STBG	80	0	20	\$320,000.00
ROW	L-STBG	80	0	20	\$500,000.00
CONSTRUCTION	L-STBG	80	0	20	\$3,204,000.00
CONSTRUCTION-CEI	L-STBG	80	0	20	\$360,000.00
TDOTES	L-STBG	80	0	20	\$36,000.00

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

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

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

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

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Ordinance 16-23, an ordinance, on first reading, to amend the Farragut Zoning Ordinance, Chapter 3., Section IX., Attached Single-Family Residential District (R-4)., Subsection C.11., to provide for new setback provisions for accessory structures

BACKGROUND: This was discussed at two planning commission meetings during which the staff noted that, in the long term, the R-4 Zoning District would need to be amended more comprehensively so that it could better serve as a transitional housing option, particularly for areas abutting the core of a Mixed Use Town Center or Mixed Use Neighborhood.

At this time, the applicant is only requesting to amend the setback provisions associated with accessory structures. Accessory structures are defined in the zoning ordinance and, in a residential setting, could include structures such as storage buildings, uncovered decks, arbors, swimming pools, pergolas, patios, outdoor fireplaces, etc.

In single-family attached developments, the final plat typically includes, for each lot, a building envelope which defines the area within which the house must be situated. For purposes of the zoning ordinance, a building is a structure with a roof and a house on a residential lot is the principal building. Over the years, building envelopes have been treated different in different attached single-family developments. In many cases, all structures had to be constructed within the platted building envelope.

When the R-4 Zoning District was created there were already a number of existing single-family attached developments. The R-4 established setbacks for accessory structures and required a minimum of 400 square feet of private outdoor area where certain accessory structures could be situated. Per the R-4, all structures are required to meet front yard building setbacks. In terms of side/rear yards, dwelling units (principal structures) must meet certain setbacks when they back up to other dwelling units. They are also required to meet a 50 foot setback from the periphery of the development's boundary. Accessory structures, as currently worded, are required to meet a 25 foot setback, unless specified otherwise. This language effectively means that a dwelling unit could abut another dwelling unit with a common wall or breezeway but accessory structures on the same lot would have to maintain a 25 foot separation from the abutting side and rear property lines.

The staff does not believe that the intent of the current language is to require an accessory structure to meet a much greater setback than the dwelling unit but that is how the language is worded.

RECOMMENDATION: As provided for in Ordinance 16-23 the staff is proposing to eliminate the language in the R-4 that requires private outdoor area because this has created some confusion and, in the staffs' view, is not something in need of regulation. Ordinance 16-23 also stipulates that accessory structures in an R-4 development shall not be constructed any closer to a side property line than the principal structure, unless a greater setback is required per the adopted building and fire codes. The setback from rear property lines is proposed as a minimum of ten (10) feet. This rear property line setback is consistent with setback requirements provided for in Chapter 4 that relate to patios, decks, pergolas, arbors, and other similar non-roofed and/or non-enclosed structures attached to and/or adjacent to a principal building.

As part of Ordinance 16-23, the staff has included language that addresses any additional building or fire code issues that may apply to accessory structures in this type of development. Such structures should be shown and evaluated at the time of building permit review to ensure that all applicable requirements will be satisfied.

At their meeting on October 20, 2016, the Planning Commission unanimously recommended approval of Ordinance 16-23.

PROPOSED MOTION: To approve Ordinance 16-23 on first reading.

BOARD ACTION:

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

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

ORDINANCE:	16-23
PREPARED BY:	Shipley
REQUESTED BY:	Gregory Huddy
CERTIFIED BY FMPC:	October 20, 2016
PUBLIC HEARING:	_____
PUBLISHED IN:	_____
DATE:	_____
1ST READING:	_____
2ND READING:	_____
PUBLISHED IN:	_____
DATE:	_____

AN ORDINANCE TO AMEND THE TEXT OF THE FARRAGUT ZONING ORDINANCE, ORDINANCE 86-16, AS AMENDED, PURSUANT TO AUTHORITY GRANTED BY SECTION 13-4-201, TENNESSEE CODE ANNOTATED, BY AMENDING CHAPTER 3., SPECIFIC DISTRICT REGULATIONS, SECTION IX., ATTACHED SINGLE-FAMILY RESIDENTIAL DISTRICT (R-4)., SUBSECTIONS C. 11. AND D.1.f., TO AMEND THE PRIVATE OUTDOOR AREA REQUIREMENTS AND SETBACK REQUIREMENTS FOR ACCESSORY STRUCTURES

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend Chapter 3, Specific District Regulations, of the Farragut Zoning Ordinance, Ordinance 86-16,

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

SECTION 1.

The Farragut Zoning Ordinance, Chapter 3, Specific District Regulations, Section IX. Attached Single-Family Residential District (R-4), Subsection C. 11. is amended by deleting it in its entirety and renumbering the remainder of this subsection accordingly.

SECTION 2.

The Farragut Zoning Ordinance, Chapter 3, Specific District Regulations, Section IX. Attached Single-Family Residential District (R-4), Subsection D. 1. f. is amended by deleting it in its entirety and substituting in lieu thereof the following:

f. All accessory structures, excluding fences, flatwork, subdivision walls, entrance pillars, and certain utility structures, shall meet the front yard building setback requirements and shall not extend any closer to the side property line than the principal building. Accessory structures shall be set back a minimum of ten (10) feet from the rear property line.

Subdivision entrance walls and entrance pillars shall be set back a minimum of ten (10) feet from

all property lines. Electrical substations, utility offices, or any other utility building shall meet all building setback requirements. In all cases, the setbacks for accessory structures shall comply with the adopted building and fire codes and this must be demonstrated as part of the building permit application.

SECTION 3.

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

RESOLUTION PC-16-17

FARRAGUT MUNICIPAL PLANNING COMMISSION

A RESOLUTION TO APPROVE AN AMENDMENT TO THE TEXT OF THE FARRAGUT ZONING ORDINANCE, ORDINANCE 86-16, AS AMENDED, PURSUANT TO AUTHORITY GRANTED BY SECTION 13-4-201, TENNESSEE CODE ANNOTATED, BY AMENDING CHAPTER 3., SPECIFIC DISTRICT REGULATIONS, SECTION IX., ATTACHED SINGLE-FAMILY RESIDENTIAL DISTRICT (R-4), SUBSECTIONS C.11. AND D.1.f., TO AMEND THE PRIVATE OUTDOOR AREA REQUIREMENTS AND SETBACK REQUIREMENTS FOR ACCESSORY STRUCTURES

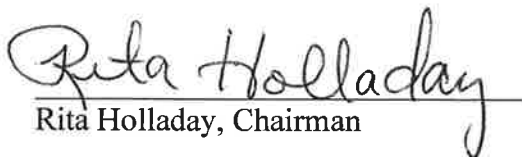
WHEREAS, the Tennessee Code Annotated, Section 13-4-201 et seq, provides that the Municipal Planning Commission shall make and adopt a general plan for the physical development of the municipality; and

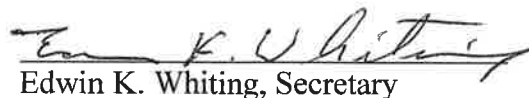
WHEREAS, the Farragut Municipal Planning Commission has adopted various elements of a zoning plan as an element of the general plan for physical development; and

WHEREAS, a public hearing was held on this request on October 20, 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 16-23.

ADOPTED this 20th day of October, 2016.


Rita Holladay, Chairman


Edwin K. Whiting, Secretary