



**FARRAGUT BOARD OF MAYOR AND ALDERMEN
AGENDA**

June 14, 2018

**WORKSHOP
COMMITTEE APPOINTMENT
5:15 PM**

**LEGISLATIVE UPDATE
5:45 PM**

**BEER BOARD
6:20 PM**

**BMA MEETING
7:00 PM**

- I. Silent Prayer, Pledge of Allegiance, Roll Call**
- II. Approval of Agenda**
- III. Mayor's Report**
- IV. Citizens Forum**
- V. Approval of Minutes**
 - A. May 10, 2018
- VI. Ordinances**
 - A. First Reading
 - 1. Ordinance 18-03, ordinance to amend Appendix A-Zoning, Chapter 3., Specific District Regulations, of the Farragut Municipal Code, by adding the Neighborhood/Convenience Commercial Zoning District (NCC) (Town of Farragut, Applicant)

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.

2. Ordinance 18-05, ordinance to amend the height regulations for accessory buildings in the R-1, Rural Single-Family Residential Zoning District (Town of Farragut, Applicant)
3. Ordinance 18-07, ordinance to remove the General Commercial Storage District (CS-1) from Chapter 3 of the Farragut Zoning Ordinance (Town of Farragut, Applicant)
4. Ordinance 18-08, ordinance to remove mini-warehouse facilities from the list of permitted uses in the Regional Commercial (C-2) Zoning District and retain mini-warehouse facilities as a permitted use in the Regional Commercial, Retail/Warehousing (C-2-R/W) Zoning District (Town of Farragut, Applicant)
5. Ordinance 18-09, ordinance to rezone Parcel 58, Tax Map 151, located at 12639 Kingston Pike, 28.76 Acres, from R-2, R-1, and FPD to NCC, OS-P, and FPD (SITE Inc., Applicant)
6. Ordinance 18-10, ordinance to rezone Parcels 52, 54, 54.01, 55, and 57 Tax Map 151, located at 12723, 12733, 12737, 12751 Union Road, 115 Acres, from A and R-1, and R-1/OSR (SITE Inc., Applicant)
7. Ordinance 18-11, ordinance to rezone Parcel 12, Tax Map 162, 801 McFee Road, 20.267 Acres, from R-2 to R-1/OSR (Homestead Land Holdings, LLC, Applicant)
8. Ordinance 18-06, Ordinance to Establish the Fiscal Year 2019 Budget for the General Fund, State Street Aid Fund, Capital Investment Fund, Equipment Replacement Fund and Insurance Fund budgets of the Town of Farragut, Tennessee for the fiscal year beginning July 1, 2018 and ending June 30, 2019

VII. Business Items

- A. Professional Services Agreement and Project Proposal, Community History
- B. Approval of Arts and Beautification Committee Charter
- C. Approval of the FY2019 Committee Appointments
- D. Approval of Resolution R-2018-06, Town of Farragut Debt Policy
- E. Approval of Resolution R-2018-07, FY2018-2019 Fee Schedule
- F. Approval of Bids for Contract 2018-09, Traffic Signal Improvements
- G. Approval of Bids for Contract 2019-01, Annual On-Call Road Maintenance
- H. Approval of Bids for Contract 2019-02, Annual On-Call Pavement Marking
- I. Approval of Bids for Contract 2019-03, Annual On-Call Guardrail Maintenance
- J. Approval of Bids for Contract 2019-04, Annual On-Call Signal Maintenance
- K. Approval of Change Orders 3-7, Contract 2018-06, Campbell Station Inn Stabilization
- L. Approval of Cost Share Agreement between the Town of Farragut and Homestead Land Holdings for Virtue Road Improvements

VIII. Town Administrator's Report

IX. Town Attorney's Report

Board of Mayor and Aldermen Meeting Public Comment Protocol

The Board of Mayor and Aldermen welcomes and invites citizens to participate in public meetings.

At the beginning of each meeting, there will be time reserved for public comment under the Citizen Forum agenda item. If you are interested in speaking, please fill out a blue comment card and turn it in to the Town Clerk or staff member. This time is set aside specifically for comments on items that are not on the Board of Mayor and Aldermen regular agenda for the meeting. Each speaker will be given five (5) minutes to speak on his/her topic.

During the regular agenda portion of the meeting there may be an allowance for public comment for each agenda item. The Mayor may recognize individuals for public comment based on the following guidelines:

1. The Mayor shall maintain and control the meeting to provide a professional and objective environment conducive to presentation and discussion of the agenda items;
2. Anyone interested in speaking should fill out a blue comment card stating which agenda item they would like to comment on and turn in to the Town Clerk or a staff member;
3. Speakers shall come to the podium and identify themselves by name and address;
4. Public comment shall be limited to five (5) minutes per individual, time may be extended at the discretion of the Mayor; time is not transferable to other speakers;
5. Speakers should strive to avoid redundancy;
6. Comments shall address issues, not individuals or personalities;
7. Comments may support or oppose particular issues or measures, but the motives of those with differing views shall not be questioned or attacked;
8. Personal attacks and malicious comments shall not be tolerated;
9. An applicant, and/or their representative(s), for an item on the regular agenda shall be afforded the time necessary to present their request and respond to questions. The five (5) minute limitation shall not apply. However, the Mayor may ask an applicant to stay on point in order to facilitate the efficiency of the meeting.



FARRAGUT BEER BOARD

June 14, 2018

6:20 PM

I. Approval of Minutes

A. April 26, 2018

II. Beer Permit Request

- A. Approval of Class 1, On-Premise Beer Permit for Restaurant Linderhof, 12740 Kingston Pike, Suite 106
- B. Approval of Class 6, Special Occasion Permit for Farragut Business Alliance Red, White and Blues Jam II, West End Shopping Center
- C. Approval of Class 6, Special Occasion Permit for Farragut Business Alliance, Dog Daze II, Village Green Shopping Center

III. Hearing to address Little Joe's Pizza, 13100 Kingston Pike, beer permit violation(s) of Town of Farragut Code of Ordinances § 8-201 et seq.

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.



FARRAGUT BEER BOARD

April 26, 2018

Alderman Pinchok, Chairman, called the beer board meeting to order at 6:45 PM. Members present were Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams.

Approval of Minutes

Motion was made to approve the minutes of April 12, 2018 as presented. Moved by Alderman Williams, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Beer Permit Request

Approval of Class 6, Special Occasion Permit for Pinnacle at Turkey Creek & Boys and Girls Club Sounds of Summer Events, 11403 Parkside Drive

Motion was made to approve the special event permit for the Sounds of Summer event for June 1, July 6 and August 3 from 6:00-9:00 PM. Moved by Alderman Povlin, seconded by Alderman Williams; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Hearing to address Smart Serve, 800 N. Campbell Station Road, beer permit violation(s) of Town of Farragut Code of Ordinances § 8-201 et seq.

Aziz Kherani, Owner of Smart Serve was present for the hearing. Motion was made to find Smart Serve guilty of the violation of selling beer to a minor and to give a penalty of \$500 for the violation. Moved by Alderman Markli, seconded by Alderman Williams; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Ron Pinchok, Chairman

Allison Myers, Town Recorder

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.

AGENDA NUMBER 11.A.

MEETING DATE June 14, 2018

REPORT TO THE BEER BOARD

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of a Class 1, On-Premise Beer Permit for Restaurant Linderhof, 12740 Kingston Pike, Suite 106

DISCUSSION:

The purpose of this agenda item is the approval of a class 1, on-premise beer permit for Restaurant Linderhof, 12740 Kingston Pike, Suite 106. The restaurant is an existing business with a beer permit. The restaurant has new owners, so a new beer permit must be obtained.

The applications and information are in order.

RECOMMENDATION BY:

Allison Myers, Town Recorder, for approval.

PROPOSED MOTION:

To approve a Class 1, On-Premise Beer Permit for Restaurant Linderhof, 12740 Kingston Pike, Suite 106.

BOARD ACTION:

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

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

APPLICATION FOR BEER PERMIT

STATE OF TENNESSEE

TOWN OF FARRAGUT

I hereby make application for a permit to sell, store, manufacture, or distribute Beer under the provisions of Tennessee Code Annotated Section 57-5-101 et seq. and base my application upon the answers to the following questions:

1. Reason for application: New Business X New Ownership ____ Name Change ____ Other ____
2. Type of permit requested, please circle all that apply:

Class 1 On-Premise

Class 2 On-Premise, Other

Class 3 On-Premise, Hotel/Motel

Class 4 On-Premise, Tavern

Class 5 Off-Premise

Class 6, Special Occasion

3. Name of Applicant(s) (Owner(s) of Business) _____
Simon Lowrie Investments LLC
4. Type of applicant (check one):
Person ____ Firm ____ Corporation ____ Joint-Stock Company ____ Syndicate ____ Other LLC
5. List all persons, firms, corporations, joint-stock companies, syndicates, or associations having at least a 5% ownership interest in the business:
50% - David M Lowrie dob: 07.02.1970
50% - Judit Simon Lowrie dob: 03.04.1969
6. Applicant's present home address: _____
7. Date of Birth please see above Home Telephone Number _____
Business Telephone Number (904) 233-0746 Social Security Number please see above
8. Representative Email Address: davidlowrie@hotmail.com
9. Under what name will the business operate? Restaurant Linderhof
10. Business address 12740 Kingston Pike, Ste 106 Knoxville, TN 37934
Business Telephone number (904) 233-0746

11. Specify the identity, email and physical address of the person to receive annual privilege tax notices and any other communication from the Town:

David Lowrie davidlowrie@hotmail.com

2020 Panoramic Way, Apt 304 Knoxville, TN 37932

12. Information of any manager, other than the applicant:

Name: _____ Birth Date: _____

Address: _____

Phone Number: _____

13. Has any person having at least a 5% ownership interest, any of the managers, or any other employee of the business, been convicted of any violation of the beer or alcoholic beverage laws or any crime within the last ten (10) years: ____ Yes X No. If yes, give particulars of each charge, court, and date convicted.

14. Have you or your organization ever had a Beer Permit revoked, suspended, or denied in the State of Tennessee? No If so, specify, where, when, and why:

15. Name and address of property owner, if other than the business owner:

R. Knick Myers and Noah L Myers c/o Myers Brothers Holdings 12740 Kingston Pike, Ste 205, Knoxville, TN 37934

16. What is the name and address of the Church (or other place of worship) nearest to your business?

First Farragut United Methodist Church 12733 Kingston Pike, Knoxville, TN 37934

17. What is the name and address of the school nearest to your business?

Primrose School of Farragut 120 Coach Road Knoxville, TN 37934

18. Special Occasion Event Name: NA

Location of the special occasion event: _____

Event Date & Times: _____

Representative name & phone number: _____

Have you received a special event permit to hold the event in the Town of Farragut? _____

19. Tennessee Sales Tax Number: 1000360919

20. Town of Farragut Business License Number 2936

I certify that I am knowledgeable of the laws prohibiting the sale of beer to minors and that this application contains true information to the best of my knowledge and belief.

I understand that this application is subject to the Tennessee Public Records Act and shall be open for inspection and reproduction by any citizen. Tennessee Code Annotated 10-7-503.

I understand that by submitting this application, a background investigation shall be conducted and any and any and all documents related to my request shall become public records.

I understand that the applicant or representative must be present at the beer board meeting in which the permit will be discussed.

CCML

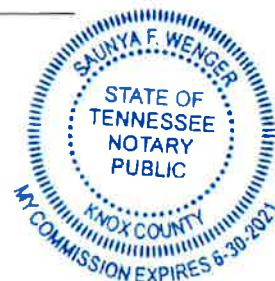
Signature of Applicant/Owner (or authorized Corporate Official)

Sworn to and subscribed before me this 15th day of May, 2018

Saunya F. Wenger

Notary Public

My Commission Expires: 6-30-21



Notice: A non-refundable \$250 fee must accompany this application. Any applicant making false statement in this application shall forfeit his/her permit and shall not be eligible to receive any permit for a period of ten years.

A privilege tax of \$100 is imposed on the business of selling, distributing, storing or manufacturing beer in this state effective January 1, 1994 and each successive January 1. Any holder of a beer permit issued after January 1, 1994 shall pay a pro rata portion of this annual tax when the permit is issued.

FOR OFFICE USE ONLY

Application is hereby: Approved _____ Denied _____

On this date: _____, 20__

Beer Board Chairman

Town Recorder

REPORT TO THE BEER BOARD

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of a special occasion beer permit for the Farragut Business Alliance, Red, White and Blues Jam II, West End Avenue

DISCUSSION:

The Farragut Business Alliance is planning its Red, White and Blues Jam II event and is requesting a special event beer permit. The Town's Municipal Code governing special occasion beer permits is below.

Sec. 8-212. - Special occasion beer permit.

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

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

- (4) For purposes of this section:

Bona fide charitable or nonprofit organization means any corporation or other legal entity which has been recognized as exempt from federal taxes under section 501(c) of the Internal Revenue Code.

- (5) No charitable or nonprofit organization possessing a special occasion beer permit shall purchase, for sale or distribution, beer from any source other than a licensee as provided pursuant to state law.
- (6) Failure of the special occasion permittee to abide by the conditions of the permit and all laws of the State of Tennessee and the Town of Farragut will result in a denial of a special occasion beer permit for the sale of beer for a period of two (2) years.

The Farragut Business Alliance is a nonprofit organization and is requesting the permit for Saturday July 7, 2018. They are also requesting the \$100 application fee be waived as the Town is an event sponsor of the event.

RECOMMENDATION BY:

Allison Myers, Town Recorder, for approval.

PROPOSED MOTION:

Motion to waive the \$100 application fee and approve the special occasion beer permit for the Red, White and Blues Jam II event, July 7, 2018.

BOARD ACTION:

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

APPLICATION FOR BEER PERMIT

STATE OF TENNESSEE

TOWN OF FARRAGUT

I hereby make application for a permit to sell, store, manufacture, or distribute Beer under the provisions of Tennessee Code Annotated Section 57-5-101 et seq. and base my application upon the answers to the following questions:

- Reason for application: New Business ____ New Ownership ____ Name Change ____ Other ☒
- Type of permit requested, please circle all that apply:

Class 1 On-Premise

Class 2 On-Premise, Other

Class 3 On-Premise, Hotel/Motel

Class 4 On-Premise, Tavern

Class 5 Off-Premise

Class 6, Special Occasion

- Name of Applicant(s) (Owner(s) of Business) Farragut Business Alliance
SHOP FARRAGUT

- Type of applicant (check one):

Person ____ Firm ____ Corporation ☒ Joint-Stock Company ____ Syndicate ____ Other NON-PROFIT

- List all persons, firms, corporations, joint-stock companies, syndicates, or associations having at least a 5% ownership interest in the business:

- Applicant's present home address:

- Date of Birth 10/04/55 Home Telephone Number 865-288-0672

Business Telephone Number 865-307-2486 Social Security Number _____

- Representative Email Address: steve@farragutbusiness.com

- Under what name will the business operate? SHOP FARRAGUT

- Business address P.O. BOX 23583

Business Telephone number 865-307-2486

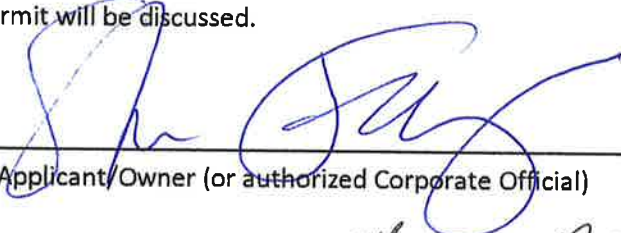
11. Specify the identity, email and physical address of the person to receive annual privilege tax notices and any other communication from the Town:
- _____
- _____
12. Information of any manager, other than the applicant:
- Name: _____ Birth Date: _____
- Address: _____
- Phone Number: _____
13. Has any person having at least a 5% ownership interest, any of the managers, or any other employee of the business, been convicted of any violation of the beer or alcoholic beverage laws or any crime within the last ten (10) years: ____ Yes ____ No. If yes, give particulars of each charge, court, and date convicted.
- _____
- _____
14. Have you or your organization ever had a Beer Permit revoked, suspended, or denied in the State of Tennessee? NO If so, specify, where, when, and why:
- _____
- _____
15. Name and address of property owner, if other than the business owner:
- _____
16. What is the name and address of the Church (or other place of worship) nearest to your business?
- FAITH LUTHERAN
17. What is the name and address of the school nearest to your business?
- FARRAGUT MIDDLE SCHOOL
18. Special Occasion Event Name: RED WHITE & BLUES JAM II
- Location of the special occasion event: WEST END SHOPPING CENTER - Parking LOT
- Event Date & Times: SATURDAY JULY 7, 2018 3-10 PM
- Representative name & phone number: STEVE KREMPASKY 865-307-2486
- Have you received a special event permit to hold the event in the Town of Farragut? pending
19. Tennessee Sales Tax Number: _____
20. Town of Farragut Business License Number _____

I certify that I am knowledgeable of the laws prohibiting the sale of beer to minors and that this application contains true information to the best of my knowledge and belief.

I understand that this application is subject to the Tennessee Public Records Act and shall be open for inspection and reproduction by any citizen. Tennessee Code Annotated 10-7-503.

I understand that by submitting this application, a background investigation shall be conducted and any and any and all documents related to my request shall become public records.

I understand that the applicant or representative must be present at the beer board meeting in which the permit will be discussed.



Signature of Applicant/Owner (or authorized Corporate Official)

Sworn to and subscribed before me this 4th day of MAY, 2018



Notary Public

My Commission Expires: 6-2-18



Notice: A non-refundable \$250 fee must accompany this application. Any applicant making false statement in this application shall forfeit his/her permit and shall not be eligible to receive any permit for a period of ten years.

A privilege tax of \$100 is imposed on the business of selling, distributing, storing or manufacturing beer in this state effective January 1, 1994 and each successive January 1. Any holder of a beer permit issued after January 1, 1994 shall pay a pro rata portion of this annual tax when the permit is issued.

FOR OFFICE USE ONLY

Application is hereby: Approved _____ Denied _____

On this date: _____, 20__

Beer Board Chairman

Town Recorder

REPORT TO THE BEER BOARD

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of a special occasion beer permit for the Farragut Business Alliance Dog Daze II, Village Green

DISCUSSION:

The Farragut Business Alliance is planning a Dog Daze II, Village Green event and is requesting a special occasion beer permit. The Town's Municipal Code governing special occasion beer permits is below.

Sec. 8-212. - Special occasion beer permit.

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

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

The Farragut Business Alliance is a nonprofit organization and is requesting the permit for August 17-19, 2018. They are also requesting the \$100 application fee be waived as the Town is an event sponsor of the event.

RECOMMENDATION BY:

Allison Myers, Town Recorder, for approval.

PROPOSED MOTION:

Motion to waive the \$100 application fee and approve the special occasion beer permit for the Dog Daze II for August 17-19, 2018.

BOARD ACTION:

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

APPLICATION FOR BEER PERMIT

STATE OF TENNESSEE

TOWN OF FARRAGUT

I hereby make application for a permit to sell, store, manufacture, or distribute Beer under the provisions of Tennessee Code Annotated Section 57-5-101 et seq. and base my application upon the answers to the following questions:

- Reason for application: New Business ____ New Ownership ____ Name Change ____ Other ☒
- Type of permit requested, please circle all that apply:

Class 1 On-Premise

Class 2 On-Premise, Other

Class 3 On-Premise, Hotel/Motel

Class 4 On-Premise, Tavern

Class 5 Off-Premise

Class 6, Special Occasion

- Name of Applicant(s) (Owner(s) of Business) Farragut Business Alliance

- Type of applicant (check one): non-profit
Person ____ Firm ____ Corporation ☒ Joint-Stock Company ____ Syndicate ____ Other ____

- List all persons, firms, corporations, joint-stock companies, syndicates, or associations having at least a 5% ownership interest in the business:

- Applicant's present home address:

- Date of Birth 10/04/55 Home Telephone Number 865-288-0672
Business Telephone Number 865-307-2486 Social Security Number 7
- Representative Email Address: steve@farragutbusiness.com
- Under what name will the business operate? SHOP FARRAGUT
- Business address P.O. BOX 23583 Farragut, TN 37933
Business Telephone number same

11. Specify the identity, email and physical address of the person to receive annual privilege tax notices and any other communication from the Town:
- _____
- _____
12. Information of any manager, other than the applicant:
- Name: _____ Birth Date: _____
- Address: _____
- Phone Number: _____
13. Has any person having at least a 5% ownership interest, any of the managers, or any other employee of the business, been convicted of any violation of the beer or alcoholic beverage laws or any crime within the last ten (10) years: ____ Yes ____ No. If yes, give particulars of each charge, court, and date convicted.
- _____
- _____
14. Have you or your organization ever had a Beer Permit revoked, suspended, or denied in the State of Tennessee? NO If so, specify, where, when, and why:
- _____
- _____
15. Name and address of property owner, if other than the business owner:
- White Realty PO Box 10028 Knoxville, TN 37939
16. What is the name and address of the Church (or other place of worship) nearest to your business?
- Faith Lutheran
17. What is the name and address of the school nearest to your business?
- Farragut High School
18. Special Occasion Event Name: DOG DAZE II
- Location of the special occasion event: Village Green Shopping Center
- Event Date & Times: (see attached) 8/17-19/18
- Representative name & phone number: Steve Krempasky 865-307-2406
- Have you received a special event permit to hold the event in the Town of Farragut? pending
19. Tennessee Sales Tax Number: _____
20. Town of Farragut Business License Number _____

Show Schedule

Event Name: Dog Daze at Village Green

Event Date: August 17-19, 2018

Event Location: Village Green Shopping Center
11505 Kingston Pike
Farragut, TN 37934

Event Schedule:

Fri Aug 17, 2018	Onsite Registration/ Practice – 4:00 pm Try DockDogs – 4:00-7:00 pm
Sat Aug 18, 2018	Onsite Registration/ Practice – 10:00 am Big Air WAVE # 1 – 11:00 am Big Air WAVE # 2 – 12:30 pm Big Air WAVE # 3 – 2:00 pm Big Air WAVE # 4 – 3:30 pm Extreme Vertical (All in one) – 5:00 pm
Sun Aug 19, 2018	Onsite Registration/ Practice – 11:00 am Big Air WAVE # 5 – 12:00 pm Speed Retrieve (<i>All in one Finals</i>) – 1:30 pm Big Air Finals start at 3:00 pm (<i>Pro, Semi-Pro, Contender & Amateur Finals</i>)

Event Format: Outdoor Big Air[®], Extreme Vertical[®], Speed Retrieve[™], and Iron Dog Rankings

REPORT TO THE BEER BOARD

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Hearing to address Little Joe's Pizza, 13100 Kingston Pike, beer permit violation(s) of Town of Farragut Code of Ordinances § 8-201 et seq.

INTRODUCTION:

The purpose of this agenda item is to address the Little Joe's Pizza, 13100 Kingston Pike, violation(s) of the Town of Farragut Code of Ordinance §8-201 et seq.

DISCUSSION:

The Knox County Sheriff's Department performed a beer sting on various businesses within the Town of Farragut on May 2, 2018. During the operation, an employee of Little Joe's Pizza sold alcohol to a minor. A copy of the Knox County Citation is attached. Little Joe's Pizza had a violation in 2015 and was fined \$500.

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

RECOMMENDATION BY:

Allison Myers, Town Recorder, for approval.

PROPOSED MOTION:

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

If found guilty:

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

BOARD ACTION:

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

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

Misd Lite #1805020132

No. KCO- 02892

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

COMPLAINT - AFFIDAVIT

VIOLATOR	THE UNDERSIGNED BEING DULY SWORN UPON HIS OATH DEPOSES:									
	NAME (FIRST)		NAME (MIDDLE)		NAME (LAST)		DATE OF BIRTH		RACE	SEX
	ELIJAH		WAYNE		COOPER		3/25/99		W	M
	ADDRESS						TN RESIDENT?		SEAT BELT?	
	200 MCFEE RD.						☒ YES ☐ NO		☐ YES ☐ NO	
VEHICLE	CITY		STATE		ZIP CODE		SOCIAL SECURITY NUMBER			
	KNOXVILLE		TN		37934					
	DRIVER LICENSE NUMBER		CLASS/TYPE LICENSE		STATE		EXPIRATION DATE		TELEPHONE NUMBER	
	126066201		D		TN		3/25/20		(865)-236-09884	
	PLACE OF EMPLOYMENT									
LITTLE JOES PIZZA 13100 KINGSTON PK 37934										
LOCAL	☐ OWNED ☐ LEASED		NAME		ADDRESS					
	☐ CARRIER									
	DID UNLAWFULLY OPERATE/PARK A MOTOR VEHICLE:									
	MAKE	MODEL	YEAR	COLOR	LICENSE PLATE NUMBER		STATE		YEAR	
NARRATIVE	UPON STREET/HIGHWAY		S.R.#	TRAVEL DIR.	M.M.#	CITY/COUNTY	HIGHWAY TYPE ☐ 2-L		AREA ☐ BUSINESS	
				☐ N ☐ S ☐ E ☐ W			☐ 3-L ☐ 4-L ☐ DIV. ☐ I-RO		☐ SCHOOL ☐ RES. ☐ RURAL	
	AFORESAID DID THEN AND THERE COMMIT THE FOLLOWING OFFENSE:									
	☐ SPEEDING _____ MPH IN _____ SPEED LIMIT ☐ ZONE ☐ PACING ☐ RADAR ☐ TRAFFIC CONTROL DEVICE ☐ RECKLESS DRIVING ☐ IMPROPER PASSING ☐ FOLLOWING TOO CLOSELY ☐ PASSING SCHOOL BUS ☐ EQUIPMENT VIOLATION-MOTORCYCLE ☐ EQUIPMENT VIOLATION-AUTOMOBILE ☐ CHILD RESTRAINT ☐ WINDOW TINT ☐ HANDICAPPED PARKING ☐ VIOLATION OF NOISE ORDINANCE ☒ OTHER: UNDERAGE SALE ALL.									
	T.C.A. 57-4-203					ORDINANCE:				

OFFICER	ON MAY 2, 2018, THE ABOVE DEFENDANT DID SALE A GLASS OF MILLER LITE BEER TO A UNDERAGE MINOR (UNDER 21) AT LITTLE JOES PIZZA, 13100 KINGSTON PK. 37934.									
	BOOKING DATE WED MAY 16, 2018 @ 0730 AM CITY COUty BUILDING									
	THE UNDERSIGNED FURTHER STATES THAT HE/SHE HAS JUST AND REASONABLE GROUNDS TO BELIEVE AND DOES BELIEVE, THAT THE PERSON NAMED ABOVE COMMITTED THE OFFENSE HEREIN SET FORTH, CONTRARY TO THE LAW.									
	THIS		2 ND DAY OF		MAY		20		1607	

OFFICER	RANK		OFFICER NAME (PRINT)				BADGE/ID NO.	
			DET. HIDDLE				1563	
	HAVING BEEN DULY SWORN, I DO HEREBY ATTEST THAT THE ABOVE IS A TRUE AND COMPLETE COPY OF THE ORIGINAL CITATION, AND THAT THE INFORMATION CONTAINED THEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.							
	SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20 _____							
	SIGNATURE OF OFFICER				JUDGE/CLERK			

COURT	1 ☒ GENERAL SESSIONS COURT OF KNOX COUNTY, KNOXVILLE, TN									
	2 ☐ JUVENILE COURT									
	ON WED THE 16 TH DAY OF MAY 20 18 TIME 0730									
	I UNDERSTAND THE ABOVE CITATION, AND THAT MY SIGNATURE IS NOT AN ADMISSION OF GUILT.									
	STATE OF TENNESSEE T.C.A. CITATION									

NOTICE: FAILURE TO APPEAR IN COURT ON THE DATE ASSIGNED TO THIS CITATION OR AT THE APPROPRIATE POLICE STATION FOR BOOKING AND PROCESSING WILL RESULT IN YOUR ARREST FOR A SEPARATE CRIMINAL OFFENSE WHICH IS PUNISHABLE BY A JAIL SENTENCE OF UP TO SIX (6) MONTHS AND/OR A \$50 FINE. I UNDERSTAND THE ABOVE NOTICE, AND THAT MY SIGNATURE IS NOT AN ADMISSION OF GUILT.									
VIOLATOR'S SIGNATURE								DATE	
[Signature]								5/2/18	

TOWN OF FARRAGUT, TENNESSEE)
BEER BOARD,)
v.)
TRAVIS PRESLEY)

NOTICE OF HEARING

TO: LITTLE JOES PIZZA
c/o Travis Presley
13100 Kingston Pike
Farragut, TN 37934

You are hereby commanded to appear before the Town of Farragut, Tennessee Beer Board on Thursday, June 14, 2018 at 6:30 P.M. at the Town of Farragut Town Hall located at 11408 Municipal Center Drive, Farragut, Tennessee.

At that place and time, a hearing will take place to address your violation(s) of Town of Farragut Code of Ordinances § 8-201 *et seq.* Specifically, on or about May 2, 2018 an employee of your business was cited for selling alcohol to a minor in violation of Tenn. Code Ann. § 57-4-203(b) and Farragut Code § 8-220(6). A copy of the citation evidencing this violation is attached as Exhibit A to this Notice. The Town of Farragut, Tennessee Beer Board shall at that time review the facts of this matter and determine what penalty, if any, is appropriate under the circumstances including, but not limited, revocation or suspension of your beer permit, Permit No. 0229, as provided by Town of Farragut Code of Ordinances § 8-223 and/or levying a civil penalty as provided by Town of Farragut Code of Ordinances § 8-224.

This 22nd day of May, 2018.

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

BEER BOARD HEARING PROCEDURES FOR VIOLATIONS

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

Town of Farragut Beer Board-VIOLATIONS

Sting operated by the Knox County Sherriff's Office	Address	Year	Fine	Permit type	Responsible Vendor
2014					
Dixie Lee Shell		2014	\$500	Off-Premise	No
Farragut Market (later changed ownership)		2014	\$1,000	Off-Premise	No
2015					
La Cabana		2015	15 day suspension	On-Premise	No
Little Joes		2015	\$500	On-Premise	No
Meksiko		2015	60 Day Suspension	On-Premise	No
Taco Boy		2015	\$500	On-Premise	No
2016					
Big Kahuna Wings	12828 Kingston Pike	2016	\$100	On-Premise	No
Casual Pint	143 Brooklawn Street	2016	\$200	On/Off Premise	No
Hana Sushi	11145 Kingston Pike	2016	\$200	On-Premise	No
El Paraiso	11110 Kingston Pike Suite 140	2016	\$500	Off-Premise	No
Snappy Tomato Pizza	11507 Kingston Pike	2016	\$100	On-Premise	No
Mind Yer P's & Q's	12744 Kingston Pike, Suite 104	2016	\$100	On-Premise	No
China Pearl	115 Brooklawn Street	2016	\$200	On-Premise	No
2017					
Dollar General	11809 Kingston Pike	2017		Off-Premise	No
2018					
Smart Serve	800 N. Campbell Station Road	2018	\$500	On-Premise	No
Little Joes Pizza	13100 Kingston Pike	2018		On-Premise	No



**FARRAGUT BOARD OF MAYOR AND ALDERMEN
MINUTES
May 10, 2018**

**BMA MEETING
7:00 PM**

- I. Silent Prayer, Pledge of Allegiance, Roll Call**
- II. Approval of Agenda**
- III. Mayor's Report**
 - A. 2018 Beautification Awards
 - B. Community Health Council Update
- IV. Citizens Forum**
- V. Approval of Minutes**
 - A. April 26, 2018
- VI. Business Items**
 - A. Approval of Bids for Contract 2018-05, Street Resurfacing
- VII. Ordinances & Resolutions**
 - A. Public Hearing and Second Reading
 - 1. Ordinance 18-04, Ordinance to add Title 5, Municipal Finance and Taxation, by adding Chapter 1, Hotel/Motel Tax, of the Farragut Municipal Code
 - B. Resolution
 - 1. Approval of Resolution R-2018-04, A Resolution to Approve the Remittance Form for the Town of Farragut Hotel/Motel Tax
- VIII. Town Administrator's Report**
- IX. Town Attorney's Report**

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.

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.

Mayor's Report

2018 Beautification Awards

Commercial/Office Building: Parkside Plaza
Commercial/Retail Building: David's Abbey Carpet and Floors
Residential Entrance: The Farm at Willow Creek
Religious Institution: Concord United Methodist Church
Retail Commercial Complex: Renaissance/Farragut
Multi-Family Residential Complex: Summit View of Farragut
Hotel/Motel Complex: Staybridge Suites

Community Health Council Update

Dot LaMarche presented the Health Council update.

Approval of Minutes

Motion was made to approve the minutes of April 26, 2018 as presented. Moved by Alderman Povlin, seconded by Alderman Pinchok; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Business Items

Approval of Bids for Contract 2018-05, Street Resurfacing

Motion was made to approve the bids and award Contract 2018-05 to Dunlap Asphalt Co., for the low bid of \$777,681.51. Moved by Alderman Povlin, seconded by Alderman Pinchok; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Ordinances & Resolutions

Public Hearing and Second Reading

Ordinance 18-04, Ordinance to add Title 5, Municipal Finance and Taxation, by adding Chapter 1, Hotel/Motel Tax, of the Farragut Municipal Code

Motion was made to approve Ordinance 18-04 on second and final reading. Moved by Alderman Povlin, seconded by Alderman Pinchok.

Sam Patel, Alex Bhakka, Bryanne Rasmussin, Amit Patel, Jill Thompson and Kellie Clansey spoke concerning the Hotel/Motel Tax ordinance.

After much discussion an alternate motion was made to table the ordinance until a new board is in place and the 18 issues are addressed. Moved by Alderman Markli, seconded by Mayor McGill.

An alternate motion was made to amend Section 2 of Ordinance 18-04, for the Ordinance to take effect January 1, 2019. Moved by Alderman Povlin, seconded by Alderman Williams.

A call to question was made by Alderman Povlin. Moved by Alderman Povlin, seconded by Alderman Williams; voting yes, Mayor McGill, Aldermen Pinchok, Povlin and Williams; voting no, Alderman Markli; motion passed.

Roll call vote on the Amendment of Section 2. Alderman Markli, no, Alderman Pinchok, yes, Alderman Povlin, yes; Alderman Williams, yes; Mayor McGill, no; motion passed.

Roll call vote to table the ordinance until a new board is in place and the 18 issues are addressed. Alderman Markli, yes, Alderman Pinchok, no, Alderman Povlin, no; Alderman Williams, no; Mayor McGill, yes; motion failed.

Roll call vote on the original motion with the amendment of Section 2, effective January 1, 2019. Alderman Markli, no, Alderman Pinchok, yes, Alderman Povlin, yes; Alderman Williams, yes; Mayor McGill, no; motion failed.

Town Administrator's Report

David Smoak, Town Administrator, presented a video from Girl on the Roof about Farragut. He also announced that the Knoxville Open would be held at Fox Den County Club.

Meeting adjourned at 8:35PM.

Ralph McGill, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Ordinance 18-03, First reading of an ordinance to amend Appendix A – Zoning, Chapter 3., Specific District Regulations, of the Farragut Municipal Code, by adding the Neighborhood/Convenience Commercial Zoning District (NCC) (Town of Farragut, Applicant)

INTRODUCTION AND BACKGROUND: This item is the result of ongoing work with the Comprehensive Land Use Plan (CLUP) Steering Committee, as well as past discussions with the Planning Commission and individual Board Members. The CLUP Steering Committee has identified several critical areas in the Town where the development and application of a new commercial zone might be needed. This new zone would be more neighborhood oriented and focused on less intensive uses. The Town's existing General Commercial District (C-1) is, as its name implies, a generalized commercial zone that allows for a wide range of commercial activities with limited controls on the scale and intensity of those activities. The new Neighborhood/Convenience Commercial Zoning District (NCC) would eliminate some permitted uses from the broader list of uses permitted in the C-1 District and limit the size and intensity of other uses with "maximum building size" standards and enhanced attention to site lighting and the placement of dumpsters and other site components that could have a negative effect on nearby residential developments.

DISCUSSION: Initial language for the proposed zone was discussed by the Planning Commission at its March meeting. The Planning Commission directed staff to move forward with drafting an ordinance for review and possible recommendation to the Town's Board of Mayor and Alderman. Since this district is intended to be a transitional district near existing or developing residential neighborhoods, some of the key elements of the NCC District that differentiate it from the C-1 District include:

- Removing auto-oriented uses and fuel centers and restricting the size of freestanding buildings. In the NCC, freestanding buildings are limited to no more than 25,000 square feet. The NCC also includes additional size limitations for buildings proposed within 75 feet of properties that are zoned residential. For comparison purposes, the Farragut Village (Mellow Mushroom center) is 22,651 square feet; the Aldi in Bearden is 17,500 square feet; Trader Joes is 13,250 square feet; Whole Foods is 36,000 square feet; REI Knoxville is 23,000 square feet; the Walgreen's at Grigsby Chapel Road is 13,651 square feet; and the Chilis on Parkside Drive is 4,700 square feet;
- Providing for residential as a permitted use but only in a mixed-use building or as part of a transitional use as prescribed in a *Transition Area Plan* that is part of the site plan approval process. This is consistent with the *transition* concept that is discussed in the Town's CLUP. The language provided for in the NCC District would allow for an opportunity to transition within a development so that the result is a form of development that would interface more appropriately with existing residential developments;
- Applying a transition area concept rather than traditional buffer strips so that protection is provided but developments can be more effectively integrated with rather than isolated from each other. This concept has been applied in the Community Service District (S-1) which is also a transitional district; and
- Providing for language that would require a more thorough assessment of site development components, such as the placement of drive throughs, large HVAC units, and dumpsters, and providing for some additional limitations on the strength of outdoor site lighting as measured along property lines that abut residential properties.

Collectively, these provisions are intended to promote compatibility with an adjacent residential development while advancing a built environment that provides products and services that are conveniently accessible.

RECOMMENDATION: At its meeting on May 17, 2018, the Planning Commission unanimously recommended approval of Ordinance 18-03. Community Development Director, Mark Shipley, recommends approval of Ordinance 18-03 on first reading.

PROPOSED MOTION: To approve Ordinance 18-03 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	_____	_____	_____	_____	_____

RESOLUTION PC-18-06

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, WITH THE ADDITION OF SECTION XXIV, "NEIGHBORHOOD/CONVENIENCE COMMERCIAL DISTRICT", A NEW ZONING DISTRICT AND RELATED REQUIREMENTS.

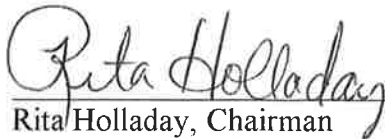
WHEREAS, the Tennessee Code Annotated, Section 13-4-201 et seq, provides that the Municipal Planning Commission shall make and adopt a general plan for the physical development of the municipality; and

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

WHEREAS, a public hearing was held on this request on May 17, 2018;

NOW, THEREFORE, BE IT RESOLVED that the Farragut Municipal Planning Commission hereby recommends approval to the Farragut Board of Mayor and Aldermen of Ordinance 18-03; an ordinance amending Ordinance 86-16, the Farragut Zoning Ordinance; by the addition of Section XXIV, "Neighborhood/Convenience Commercial District", a new zoning district and related requirements.

ADOPTED this 17th day of May, 2018.


Rita Holladay, Chairman


Edwin K. Whiting, Secretary

ORDINANCE:	18-03
PREPARED BY:	Shipley & Hose
REQUESTED BY:	Staff & Planning Commission
CERTIFIED BY FMPC:	May 17, 2018
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, WITH THE ADDITION OF SECTION XXIV, "NEIGHBORHOOD/CONVENIENCE COMMERCIAL DISTRICT", A NEW ZONING DISTRICT AND RELATED REQUIREMENTS.

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, is amended by the addition of Section XXIV, Neighborhood/Convenience Commercial District, as follows:

Sec. XXIV. Neighborhood/Convenience Commercial District (NCC)

- A. *General description.* This district is intended for small to medium commercial sites and areas located near existing or developing residential neighborhoods. The emphasis of the district is on uses which provide *goods and* services to nearby residential areas. Uses are intentionally limited in size and intensity to promote a local market orientation and to limit adverse impacts on nearby residential areas. Development is expected to be predominantly auto accommodating, except where the site is well connected to surrounding residential areas by pedestrian and bicycle facilities. Neighborhood/Convenience Commercial areas are intended to develop as nodes and commercial centers as opposed to commercial strips.
- B. *Permitted principal and accessory uses and structures.* Unless provided for elsewhere in this section, property and structures located in the Neighborhood/Convenience Commercial

District shall be used only for the following purposes and in accordance with all applicable requirements:

1. Generally recognized retail sales. This excludes all outdoor sales or storage (unless part of an approved Farmers Market or similar seasonal retail pedestrian-oriented use), petroleum product fuel centers, and any "big box" entities where the total gross square footage exceeds 25,000 square feet.
2. Personal and professional services.
3. *Financial and real estate services.*
4. Restaurants, tea rooms, cafes, coffee houses, bistros, or other similar establishments serving food or beverage that is primarily consumed within the principal building or in designated outdoor seating areas associated with the principal building.
5. The retail sale of alcoholic beverages, as provided for in the Farragut Municipal Code.
6. Bed and breakfasts/inns.
7. Day care facilities.
8. Veterinary facilities (indoor facilities only).
9. Schools, public and private.
10. Public, governmental, and general offices.
11. Cultural activities.
12. Parks and community facilities.
13. Churches and other places of worship
14. Utility uses. This excludes substations and telecommunication towers. These utility uses shall not be permitted.
15. Residential uses, including both detached and attached single family dwellings, and apartment buildings not to exceed 8-units per acre provided they are developed as part of a transition area in this district; and/or residential units in mixed-use buildings provided they are not located on the ground floor.
16. Permitted uses that may include drive-through facilities. A drive-through may be permitted for any of the uses permitted in this zoning district provided the following criteria are satisfied:
 - a. The drive-through is oriented so that stacking lanes do not extend across the front of the building;
 - b. Stacking lanes shall be separated from parking lots by landscaped raised islands or landscaped bioretention areas;
 - c. If a menu board is used, the following criteria shall be satisfied:
 - 1) The menu board and any associated apparatus shall be architecturally compatible with the principal building;

- 2) The area around the menu board and any associated apparatus shall be landscaped and screened so that, throughout the year, they are not visible from adjacent properties *that are zoned residential* and/or *public* rights of ways;
- 3) The screening plan for such menu board and associated apparatus shall be reviewed as part of the site and landscape plan review with the applicable standards in the Architectural Design Standards (ADS) also being applied.
- 4) Menu board signage shall comply with the requirements in the Farragut Sign Ordinance.
- d. The entrance and exit to the drive-through leads to a parking area or service drive. The drive-through lane shall not be directly connected to a public street; and
- e. The design shall minimize vehicle/pedestrian conflicts. The drive-through lane shall not separate parking lots from rear building pedestrian access doors or other pedestrian access ways. Pedestrian routes shall be well delineated and provide direct access from public streets and sidewalks and parking lots to building entrances.

C. *Maximum Building Size and Height:* These maximum building size and height standards are intended to limit the size and intensity of development and to promote a local market orientation. The district is intended to provide for a range of small and medium sized businesses as a convenience to surrounding residential districts in the immediate area.

1. The maximum footprint area for a single-use freestanding building shall be 25,000 square feet.
2. The maximum footprint area for a single multi-use/shopping center building shall be 50,000 square feet with no individual use exceeding 50% of the total footprint area of the entire multi-use/shopping center building.
3. Where an abutting property is zoned for detached single family residential development the maximum footprint area for any non-residential building proposed within 75 feet of a peripheral side or rear property line shall be limited to 5,000 square feet. This maximum footprint area may be increased to 7,500 square feet where the abutting property is zoned for attached single family or two family residential development.
4. Where the property located on the opposite side of an abutting public street is zoned residential, the maximum footprint area for any non-residential building proposed within 75 feet of a peripheral front property line shall be 5,000 square feet where said street is classified as a local street on the Town's Major Road Plan; and 7,500 square feet where said street is classified as a collector.
5. No principal building shall exceed 2½ stories or 35 feet in height. No accessory structure shall exceed 15 feet in height, except as provided for elsewhere in this ordinance.

D. *Area regulations.*

1. *Setback requirements.*
 - a. *Front yard.* All structures, including parking lots, shall be set back a minimum of 20 feet from the nearest point of any *public* right-of-way. This excludes signage (which would be subject to the provisions in the sign ordinance), detention basin structures (if

associated with a low impact development measure), and/or non-roofed structures that provide for pedestrian engagement with the public street (such as outdoor patios, pedestrian facilities, sitting areas, public art). With the exception of linear pedestrian facilities that connect to similar facilities in the right of way, no structures shall encroach into the public right of way and/or platted utility easements. Service areas and their associated structures (e.g., dumpsters, loading areas, utility buildings) shall be located to the side or rear of a building to minimize visual impacts from the street and foster a more pedestrian friendly streetscape.

- b. *Side and rear yards.* Unless provided for otherwise in this ordinance, where an adjacent property is zoned residential, all principal buildings that are positioned along a side or rear property line shall be set back a minimum of 25 feet from the nearest side or rear property line(s). Where an adjacent property is zoned non-residential, all structures shall be set back a minimum of 10 feet from the nearest side or rear property line(s).
- c. *Accessory structures.* Unless specified otherwise in this ordinance, where an adjacent property is zoned residential, all accessory structures, excluding fences, pedestrian facilities, signage, and structures associated with low impact development stormwater measures, shall be set back a minimum of 25 feet from the nearest side or rear property line.

Mechanical units five tons or greater, dumpsters, and other service areas, and drive-thru lanes, as measured from the outer edge of the outermost vehicle stacking lane, shall be set back a minimum of 50 feet from all side or rear property lines where the abutting property is zoned residential.

In all cases, site related components that could create a potential nuisance to adjoining existing residential developments shall be arranged on the site and buffered to prevent such nuisance from occurring.

2. *Transition areas.*

The intent of this zoning district is to provide smaller scale and less intense development that, in comparison with other commercial zoning districts, will transition more appropriately to nearby residential development.

- a. Unless specified otherwise in this ordinance, where an abutting property is zoned residential, a transition area of at least 25 feet in width shall be provided. The intent of a transition area is to provide for a visually appealing interface to an abutting residential area that will serve to establish protection for but also context appropriate integration with the surrounding area and plan of development. Transition areas shall accommodate the connectivity requirements of this district. This will result in some modest breaks in the transition element. As provided for in this district, transition areas shall include, at a minimum, any one of the following or a combination thereof:
 - 1) A landscaped low impact development stormwater management area, such as a rain garden(s), bioswale(s), or naturalized areas with existing and/or new tree plantings that, in total, consume the full depth of the transition area. At a minimum, such an area shall include a plant unit count that equals the count required for a 25-foot buffer strip, as provided for in Chapter 4 of this ordinance. Under this option, the arrangement of plant material may include more flexibility than a traditional buffer

strip planting, provided this arrangement best promotes the intended stormwater function of the low impact development measure(s);

- 2) A heavily landscaped pocket park area designed for passive use and that is approved as part of a site and landscape plan as an equivalent to other natural transition measures provided for in this subsection. Such area could serve as a shared amenity between a use in this district and an abutting residential neighborhood;
- 3) A traditional planted buffer strip area that complies with the 25-foot buffer strip plantings provided for in Chapter 4 of this ordinance;
- 4) An existing tree covered area that consumes largely the full depth of the transition area and where the existing tree count within such area clearly exceeds the plant unit count and minimum tree sizes for a 25-foot buffer strip per 100 linear feet;
- 5) Integrated planned residential development. Residential development may be proposed as a transitional element within a larger overall development plan. The type, placement, scale, and general arrangement of residential building(s) shall be evaluated as provided for in the Transition Area Plan required for this zoning district. The planning commission shall consider both the context of the surrounding area and the plan proposed by the applicant during the evaluation process. Proposed residential building envelopes shall be shown on all concept and final site plans, and platted as part of any final subdivision plat. Appropriate legal documentation shall also be provided for review, and recorded to assure that all present and future owners are appropriately bound to the approved development plan.

Where a development combines different transition elements, they shall be reflected on the site and landscape plans. Such an approach must clearly fulfill the intent of the transition area provision. Existing tree covered areas within transitions shall be protected. Exceptions would apply for the removal of invasive exotic plant material and context appropriate pedestrian and/or vehicular connections and utilities adjacent to such improvements that bisect the transition area in a generally perpendicular manner.

- b. A transition area plan shall be provided as part of any site plan submittal where a proposed development abuts residentially zoned property. This plan shall specifically demonstrate how the selected transition element(s) and overall development will *be compatible* with an adjacent residential district. Some key considerations would include an assessment of the surrounding plan of development, how buildings are arranged on the applicant's site, the size of buildings on different portions of the applicant's site, and the placement of structures or other design elements that may create a nuisance in terms of noise, light, smell, or other negative conditions. The Planning Commission shall refer to the Neighborhood Building Design Transitions section of the Farragut Architectural Design Standards for guidance on evaluating an applicant's proposed transition area plan. Where an applicant does not demonstrate compatibility, the Planning Commission shall have the authority to deny the site plan.
3. *Maximum lot coverage.* Total lot coverage: 60 percent.

4. *Land area.* The minimum lot size for a Neighborhood/Convenience Commercial district zone shall be one acre.
- E. *Streetscape and outdoor open space.* As part of a site plan review, a context appropriate active and interconnected streetscape with visually appealing and functional public spaces is encouraged. Some specific design objectives would be as follows:
1. Locate and orient outdoor open space (e.g., plazas, courtyards, patios, outdoor seating and benches, small park spaces or landscaped features) to provide a focal point to be actively used.
 2. Provide landscape enhancements (e.g., bioswales, rain gardens, planters, flower gardens) to add visual interest, screen parking areas, and complement outdoor open spaces.
- F. *Connectivity.* Development shall provide for context appropriate pedestrian and vehicular connectivity. This shall include providing connections within the property and to abutting properties, pedestrian connections into the development from the public street(s), and the construction of pedestrian facilities along the public street(s) frontages.
- G. *Low Impact Development.* In terms of stormwater management for new developments, at least twenty-five (25) percent of the development's total area shall be designed so that its runoff will be accommodated through Low Impact Development (LID) measures which would rely on infiltration, evapotranspiration, or capture/reuse of stormwater runoff. Such measures may include, but are not limited to, permeable pavers, rain gardens, bioswales, vegetated roofs, rainwater capture systems and/or a combination thereof. The use of LID measures to meet this requirement shall be demonstrated on the drainage plan and in the drainage calculations for the development and the applicable LID measures specified as part of the site and landscape plan submittals.
- H. *Parking.* Parking, as regulated in Chapter 4.
- I. *Lighting.* Lighting, as regulated in Chapter 4; except that the maximum number of footcandles permitted at the property line shall be reduced to 0.0 where a use/development is located adjacent to property that is zoned residential.

SECTION 2.

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

Dr. Ralph McGill, Mayor

Allison Myers, Town Recorder

Certified to the Farragut Board of Mayor and Aldermen this _____ day of _____, 2018,
with approval recommended.


Rita Holladay, Chairman


Edwin K. Whiting, Secretary

FARRAGUT MUNICIPAL PLANNING COMMISSION

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Ordinance 18-05, First reading of an ordinance to amend the height regulations for accessory buildings in the R-1, Rural Single-Family Residential Zoning District (Town of Farragut, Applicant)

INTRODUCTION AND BACKGROUND: This item was discussed at two Planning Commission meetings. During these discussions, the staff noted that one issue that had arisen on a few occasions with residential accessory structures is building height, particularly when constructed on a slope. In some cases, the height requirement of a maximum of 15 feet from average grade along the building plane to the mid-point along the roof line can result in an accessory building with a less attractive roof pitch that is incompatible with the home.

DISCUSSION: Included in your packet is a copy of Ordinance 18-05 which provides for some modifications to accessory building height in the Rural Residential (R-1) Zoning District. The staff is not proposing any changes to other districts since they typically have smaller lots with less space and setbacks between adjacent dwelling units and lot lines. The specific language included in Ordinance 18-05 would allow an accessory building that is on a lot of record greater than one acre that is proposed on a slope exceeding 4:1 to increase its height from a maximum of 15 feet to a maximum of 20 feet. As a supplemental protection to an adjacent property, the setback for such accessory building shall be two additional feet for each foot of height greater than 15 feet.

RECOMMENDATION: At its meeting on May 17, 2018, the Planning Commission unanimously recommended approval of Ordinance 18-05. Community Development Director, Mark Shipley, recommends approval of Ordinance 18-05 on first reading.

PROPOSED MOTION: To approve Ordinance 18-05 on first reading.

BOARD ACTION:

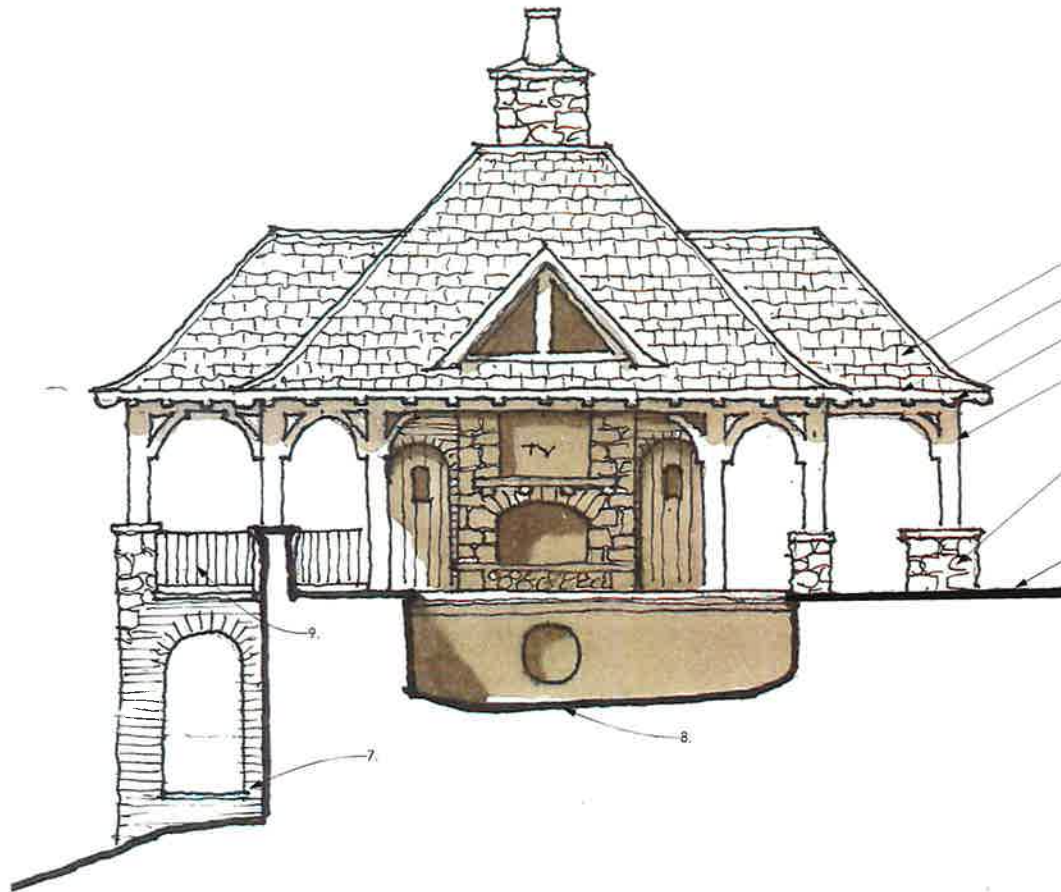
MOTION BY: _____ **SECONDED BY:** _____

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



MATERIALS LIST

1. ASPHALT SHINGLES
(MATCH EXISTING)
2. OGEE GUTTER - PAINTED
(MATCH EXISTING)
3. PAINTED EAVE + RAFTER TAILS
(MATCH EXISTING)
4. PAINTED TIMBERS
(MATCH EXISTING)
5. GRAY STONE
(MATCH EXISTING)
6. PENN. BLUE STONE PAVERS
(MATCH EXISTING)
7. BRICK TYPICAL
(MATCH EXISTING)
8. SHOTCREET POOL
(COLOR TBD)
9. IRON RAILING
(PAINTED BLACK)



EXISTING SIDE PORCH



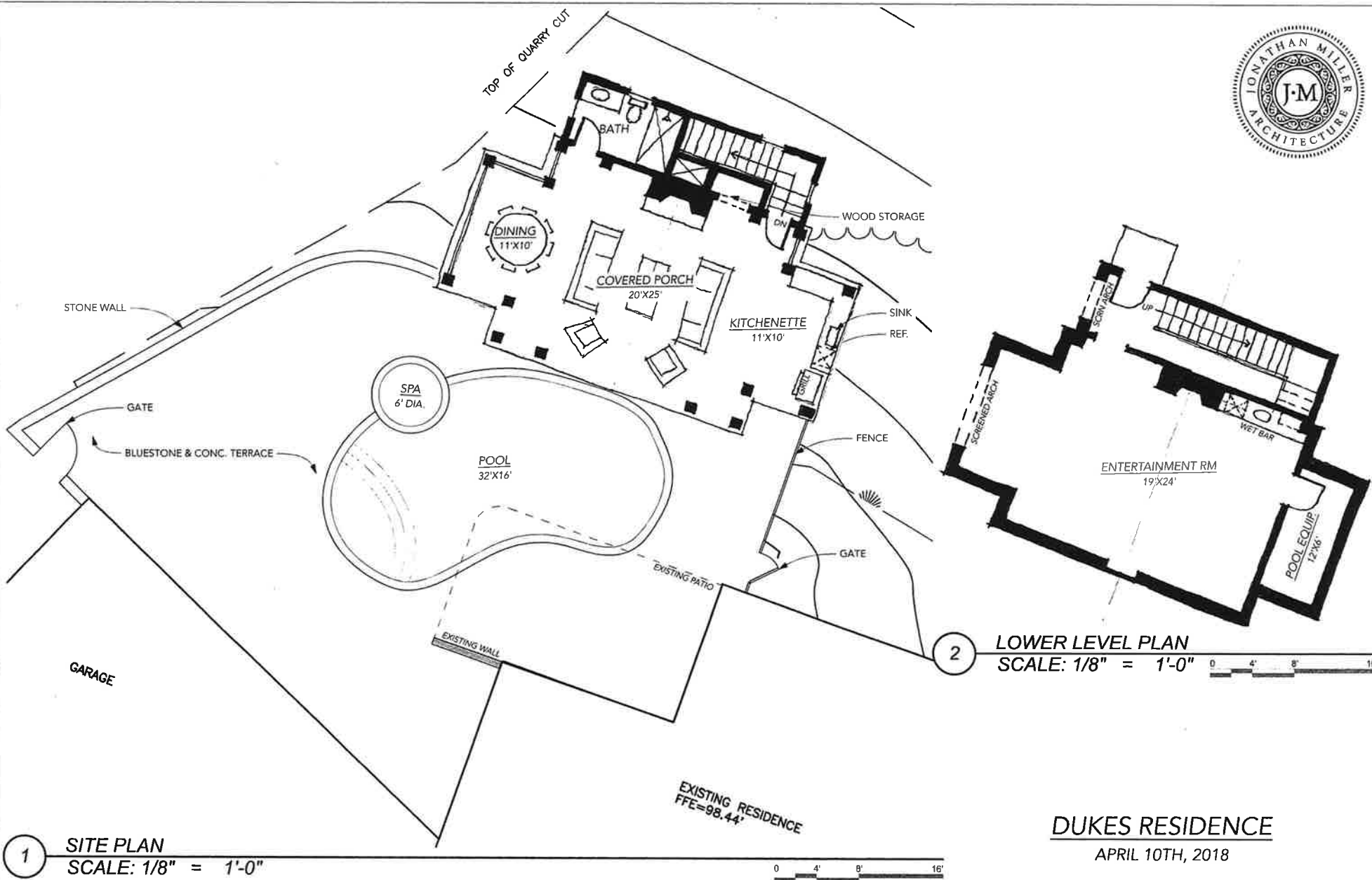
EXISTING REAR YARD

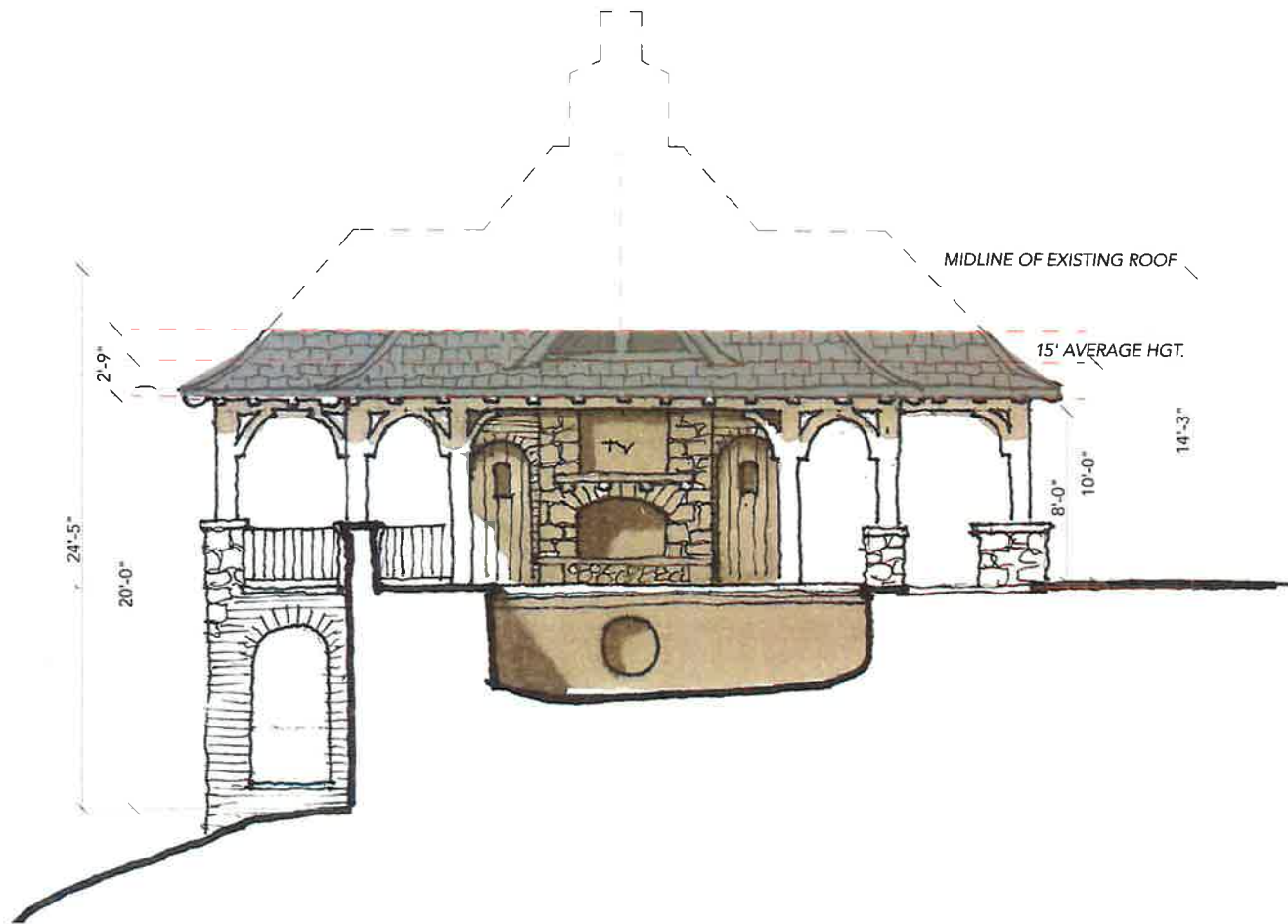
1 FRONT ELEVATION
SCALE: 3/16" = 1'-0"

0 4' 8' 12'

DUKES RESIDENCE

APRIL 10TH, 2018





1

ALTERNATE FRONT ELEVATION
SCALE: 3/16" = 1'-0"



DUKES RESIDENCE
APRIL 10TH, 2018

RESOLUTION PC-18-12

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 ZONING DISTRICTS, SECTION III., RURAL SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1), TO PROVIDE FOR NEW HEIGHT REGULATIONS FOR ACCESSORY STRUCTURES

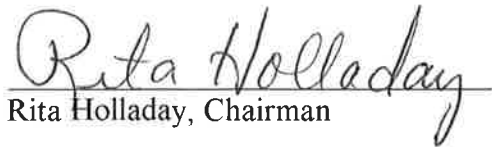
WHEREAS, the Tennessee Code Annotated, Section 13-4-201et seq, provides that the Municipal Planning Commission shall make and adopt a general plan for the physical development of the municipality; and

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

WHEREAS, a public hearing was held on this request on May 17, 2018;

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 18-05.

ADOPTED this 17th day of May, 2018.


Rita Holladay, Chairman


Edwin K. Whiting, Secretary

ORDINANCE: 18-05
PREPARED BY: Shipley
REQUESTED BY: Staff
CERTIFIED BY FMPC: May 17, 2018
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 ZONING DISTRICTS, SECTION III., RURAL SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1), TO PROVIDE FOR NEW HEIGHT REGULATIONS FOR ACCESSORY STRUCTURES

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend Chapter 2, Definitions, 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, Section III., Rural Single-Family Residential District (R-1), Subsection E., Height regulations, is amended by adding the following:

3. Accessory residential buildings constructed on a slope in excess of 4:1 (run/rise) may exceed 15 feet in height (up to a maximum of 20 feet in height), provided such building is situated on a lot of record that is at least one acre and the building is set back two additional feet from the standard accessory building setback for each foot the building is in excess of 15 feet in height.

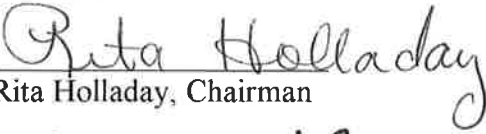
SECTION 2.

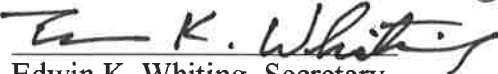
This ordinance shall take effect from and after its final passage and publication, the public welfare requiring it.

Dr. Ralph McGill, Mayor

Allison Myers, Town Recorder

Certified to the Farragut Board of Mayor and Aldermen this ____ day of _____, 2018,
with approval recommended.


Rita Holladay, Chairman


Edwin K. Whiting, Secretary

FARRAGUT MUNICIPAL PLANNING COMMISSION

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Ordinance 18-07, First reading of an ordinance to remove the General Commercial Storage District (CS-1) from Chapter 3 of the Farragut Zoning Ordinance (Town of Farragut, Applicant)

INTRODUCTION AND BACKGROUND: During discussions with the Planning Commission staff noted that a key strategy for the Comprehensive Land Use Plan Steering Committee was to focus on the development of the remaining vacant parcels in the Town. The Town is rapidly approaching a build out condition and the Committee has expressed a desire to be very diligent in how development is addressed in the future.

DISCUSSION: Related to this, the staff asked the Commission about whether the General Commercial Storage District (CS-1) should be re-visited. This was a district that was essentially created for a boat storage development that was proposed but never pursued in the area near the waste water treatment facility plant off Concord Road. Since its creation this district has not been pursued for a rezoning. It also applies to an area of the Town that is a major gateway and that is identified as a subarea in the CLUP where future development may be of particular importance, especially when Concord Road is improved in the next couple of years. Staff recommended to the Commission that the CS-1 District be eliminated.

RECOMMENDATION: At its meeting on May 17, 2018, the Planning Commission unanimously recommended approval of Ordinance 18-07 which provides for the deletion of the CS-1 Zoning District. Community Development Director, Mark Shipley, recommends approval of Ordinance 18-07 on first reading.

PROPOSED MOTION: To approve Ordinance 18-07 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	_____	_____	_____	_____	_____

RESOLUTION PC-18-08

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, WITH THE DELETION OF SECTION XIII, GENERAL COMMERCIAL STORAGE DISTRICT (CS-1).

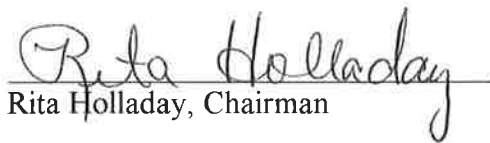
WHEREAS, the Tennessee Code Annotated, Section 13-4-201 et seq, provides that the Municipal Planning Commission shall make and adopt a general plan for the physical development of the municipality; and

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

WHEREAS, a public hearing was held on this request on May 17, 2018;

NOW, THEREFORE, BE IT RESOLVED that the Farragut Municipal Planning Commission hereby recommends approval to the Farragut Board of Mayor and Aldermen of Ordinance 18-07.

ADOPTED this 17th day of May, 2018.


Rita Holladay, Chairman


Edwin K. Whiting, Secretary

ORDINANCE: 18-07
PREPARED BY: Hose
REQUESTED BY: Staff & Planning Commission
CERTIFIED BY FMPC: May 17, 2018
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, BY THE DELETION OF SECTION XIII, GENERAL COMMERCIAL STORAGE DISTRICT (CS-1).

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, is amended by the deletion of Section XIII, General Commercial Storage District (CS-1) in its entirety.

SECTION 2.

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

Dr. Ralph McGill, Mayor

Allison Myers, Town Recorder

Certified to the Farragut Board of Mayor and Aldermen this _____ day of _____, 2018,
with approval recommended.


Rita Holladay, Chairman


Edwin K. Whiting, Secretary

FARRAGUT MUNICIPAL PLANNING COMMISSION

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Ordinance 18-08, First reading of an ordinance to remove mini-warehouse facilities from the list of permitted uses in the Regional Commercial (C-2) Zoning District and retain mini-warehouse facilities as a permitted use in the Regional Commercial, Retail/Warehousing (C-2-R/W) Zoning District (Town of Farragut, Applicant)

INTRODUCTION AND BACKGROUND: During discussions with the Planning Commission, staff noted that a key strategy for the Comprehensive Land Use Plan Steering Committee was to focus on the development of the remaining vacant parcels in the Town. The Town is rapidly approaching a build out condition and the Committee has expressed a desire to be very diligent in how development is addressed in the future. One of the subareas identified in the CLUP is the area around the Campbell Station Road/I40 interchange and Outlet Drive. These are gateway areas that are critical to the Town since they may be the first areas a visitor will see when entering the Town and since the Town is pursuing a tourism program. Currently, much of the property in this area is zoned C-2.

DISCUSSION: A question that was posed for the Planning Commission was whether the uses provided for in the C-2 District may need a closer examination to ensure that these gateway areas reflect the vision of the Town. One of the uses that the staff recommended being re-visited in the C-2 District was mini-warehouses. The staff recommended to remove mini-warehouses from the C-2 District but to retain them as a permitted use in the Regional Commercial, Retail/Warehousing District (C-2-R/W). At this time, only the current At Home property is zoned C-2-R/W. This would be particularly helpful in ensuring that the vacant properties along Outlet Drive are developed in a manner consistent with the Town's vision. Ordinance 18-08 provides for these amendments to the Farragut Zoning Ordinance.

RECOMMENDATION: At its meeting on May 17, 2018, the Planning Commission unanimously recommended approval of Ordinance 18-08. Community Development Director, Mark Shipley, recommends approval of Ordinance 18-08 on first reading.

PROPOSED MOTION: To approve Ordinance 18-08 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	_____	_____	_____	_____	_____

RESOLUTION PC-18-09

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 XV, REGIONAL COMMERCIAL DISTRICT (C-2) BY THE DELETION OF MINI-WAREHOUSE FACILITIES AS A PERMITTED USE; AND CHAPTER 3., SPECIFIC DISTRICT REGULATIONS, SECTION XXIV, REGIONAL COMMERCIAL DISTRICT, RETAIL/WAREHOUSING (C-2-R/W) BY THE ADDITION OF MINI-WAREHOUSE FACILITIES AS A PERMITTED USE.

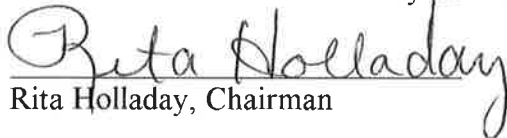
WHEREAS, the Tennessee Code Annotated, Section 13-4-201 et seq, provides that the Municipal Planning Commission shall make and adopt a general plan for the physical development of the municipality; and

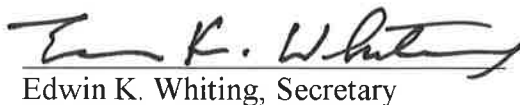
WHEREAS, the Farragut Municipal Planning Commission has adopted various elements of a zoning plan as an element of the general plan for physical development; and

WHEREAS, a public hearing was held on this request on May 17, 2018;

NOW, THEREFORE, BE IT RESOLVED that the Farragut Municipal Planning Commission hereby recommends approval to the Farragut Board of Mayor and Aldermen of Ordinance 18-08.

ADOPTED this 17th day of May, 2018.


Rita Holladay, Chairman


Edwin K. Whiting, Secretary

ORDINANCE:	18-08
PREPARED BY:	Hose
REQUESTED BY:	Staff & Planning Commission
CERTIFIED BY FMPC:	May 17, 2018
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 XV, REGIONAL COMMERCIAL DISTRICT (C-2) BY THE DELETION OF MINI-WAREHOUSE FACILITIES AS A PERMITTED USE; AND CHAPTER 3., SPECIFIC DISTRICT REGULATIONS, SECTION XXIV, REGIONAL COMMERCIAL DISTRICT, RETAIL/WAREHOUSING (C-2-R/W) BY THE ADDITION OF MINI-WAREHOUSE FACILITIES AS A PERMITTED USE.

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 XV Regional Commercial District (C-2), Part B. (Permitted principal and accessory uses and structures) is amended by deleting number 15 “Mini-warehouse facilities” in its entirety as a permitted use.

SECTION 2.

The Farragut Zoning Ordinance, Chapter 3, Specific District Regulations, Section XXIV Regional Commercial District, Retail/Warehousing (C-2-R/W), Part B. (Permitted principal and accessory uses and structures) is amended by the addition of permitted use number 4 “Mini-warehouse facilities”, as follows:

15. Mini-warehouse facilities, provided the following development criteria are met:
- There shall be a minimum lot size of three acres;
 - A minimum of a 25-foot buffer strip along rear and side property lines shall be developed and maintained per the buffer strip requirements of this article;
 - Security fencing located in the front yard shall be screened with a minimum of one large evergreen shrub per five linear feet of fence. Such large shrubs shall be on the Visual Resources Review Board's recommended Large Shrubs List and shall be a minimum of three feet in height at the time of planting;
 - The requirement of having a minimum landscaped area between buildings and parking lots shall be waived for mini-warehouse facilities. All other landscaping requirements shall be met;
 - With the exception of building identification signs, no wall mounted signs shall be permitted. Building identification signs shall not exceed six square feet per sign with a maximum of two signs per building.

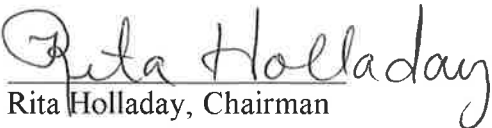
SECTION 3.

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 _____, 2018, with approval recommended.


Rita Holladay, Chairman


Edwin K. Whiting, Secretary

FARRAGUT MUNICIPAL PLANNING COMMISSION

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Ordinance 18-09, First reading of an ordinance to rezone Parcel 58, Tax Map 151, located at 12639 Kingston Pike, 28.76 Acres, from R-2, R-1, and FPD to NCC, OS-P, and FPD (SITE Inc., Applicant)

BACKGROUND: This item was discussed with the Planning Commission in February and April before the Commission made a formal recommendation at their meeting on May 17. At the April meeting, the applicant provided the Commissioners with a handbook which addressed the proposed rezoning of this property and the Ivey on the north side of Union Road that is also being pursued by the same applicant.

DISCUSSION: The property that is referenced as Parcel 58, Tax Map 151 is also known as the "Swan Farm." The majority of the property is currently zoned General Single-Family Residential (R-2). The applicant initially proposed to rezone most of the property to General Commercial (C-1) and Attached Single-Family Residential (R-4). However, at the same time the rezoning for the Swan property was being considered, the Planning Commission was also working with the staff on finalizing the Neighborhood/Convenience Commercial District (NCC). After evaluating how the applicant may wish to develop the property, both the applicant and the staff felt that the NCC District would be a better fit for the property than C-1 and R-4. The Swan Farm has two existing large subdivisions that are nearby and that access Union Road. The NCC District would provide for a more neighborhood scale type of non-residential development and an opportunity to transition within the property to a development form that would be more compatible with the adjoining subdivisions. The portions of the property proposed to be rezoned to Open Space/Park (OS-P) would remain unchanged since they include mostly the floodway of Little Turkey Creek along the eastern portion of the property.

RECOMMENDATION: Given the substandard condition of Union Road, when the rezoning was being considered by the Planning Commission, staff indicated they would not support any rezoning which, in comparison to the existing zoning, would add more traffic to this road. Staff noted that any rezoning should be conditioned on the Swan property directly accessing a collector or arterial street which meets the minimum standards for such street based on its classification and as provided for in the Farragut Subdivision Regulations. This condition may include the completion of Union Road improvements or the construction of an extension of Way Station Trail, which would act as a collector street, so that any development resulting from a rezoning of the Swan property would have direct access to a street which meets the minimum standards for a collector street, as provided for in the Farragut Subdivision Regulations. No portion of property proposed for rezoning could directly access Union Road unless or until Union Road is improved to at least the minimum standards provided for in the Subdivision Regulations.

At its meeting on May 17, 2018, the Planning Commission voted to approve the rezoning of the Swan Farm property as outlined and displayed in Ordinance 18-09. The Commission conditioned their recommendation on either the completion of Union Road or the construction of an extension of Way Station Trail from Kingston Pike to Union Road so that all portions of any development on the Swan Farm property resulting from this rezoning would directly access a collector or arterial street that meets the minimum standards for such street(s) as provided for in the Farragut Subdivision Regulations.

Included in Ordinance 18-09 is some language that has been added by the Town Attorney to more clearly address the specifics of the Planning Commission's recommendation. Community Development Director, Mark Shipley, recommends approval of Ordinance 18-09.

PROPOSED MOTION: To approve Ordinance 18-09 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	_____	_____	_____	_____	_____

RESOLUTION PC-18-10

FARRAGUT MUNICIPAL PLANNING COMMISSION

A RESOLUTION TO APPROVE AN AMENDMENT TO THE FARRAGUT ZONING MAP, ORDINANCE 86-16, TO RECOMMEND THE APPROVAL OF THE REZONING OF THE SWAN PROPERTY, PARCEL 58, TAX MAP 151, 12639 KINGSTON PIKE, 28.76 ACRES, FROM R-2, R-1, AND FPD TO NCC, OS-P, AND FPD

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

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

WHEREAS, a public hearing was held on this request on May 17, 2018;

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 18-09.

ADOPTED this 17th day of May, 2018.

Rita Holladay, Chairman

Edwin K. Whiting, Secretary

ORDINANCE: 18-09
PREPARED BY: Shipley and Hale
REQUESTED BY: Town of Farragut
CERTIFIED BY FMPC: May 17, 2018
PUBLIC HEARING:
PUBLISHED IN:
DATE:
1ST READING:
2ND READING:
PUBLISHED IN:
DATE:

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

WHEREAS, issues raised by neighboring residents, and citizens in general, that the existing roadways serving the areas surrounding the Swan and Ivey properties will not accommodate both the existing traffic, as well as the traffic anticipated from the development of those properties, having been found to have merit, and in order to better protect and provide for the health, safety and welfare of the citizens of the Town, conditions precedent to the rezoning of the Swan property (the "Property") becoming effective are set forth herein and are consistent with the recommendation of the Farragut Municipal Planning Commission.

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

SECTION 1.

The Farragut Zoning Ordinance, Ordinance 86-16, as amended, is hereby amended by rezoning the Swan Property, Parcel 58, Tax Map 151, 12639 Kingston Pike, 28.76 Acres, from R-2, R-1, and FPD to NCC, OS-P, and FPD (See Exhibit A), subject to and contingent upon the Owner of the Property complying with the following:

A. Ensuring the establishment before issuance of building permits with respect to the development of the Property of a direct access from all portions of the Property, regardless of how it may be divided for development, to a collector or arterial street that meets the minimum standards as required by the Town's subdivision regulations, by either (i) the completion of construction by the Town of its pending plans for the widening and improvement of Union Road, or (ii) the completion at the expense of the developer, owner, or the owner's successors or assigns of the Property, of the design and construction of an extension of Way Station Trail from the north right-of-way line of Kingston Pike to the south right-of-way line of Union Road built to the

minimum standards of a collector or arterial street in the Town's subdivision regulations (the "Way Station Trail Extension"); and

B. Should the election be made not to await the completion by the Town of the Union Road improvements, the rezoning of the Property would be subject to and conditioned upon entry into an agreement, in recordable form, the obligations of which run with the land and bind future owners of the Property, between the owner of the Property (the "Owner"), and the Town before the second reading of this rezoning ordinance, in form and substance satisfactory to the Town Attorney, which agreement must include the following requirements, among others as may be necessary to carry out the intent of this ordinance, to be carried out by the Owner (the "Agreement"):

(i) Submit and obtain approval of a preliminary plat for the Way Station Trail Extension in accordance with the regulations of the Town of Farragut as a collector or arterial street; and

(ii) Construct the Way Station Trail Extension in accordance with the approved preliminary plat and submit and obtain final as-built plat approval of the Way Station Trail Extension; and

(iii) Construct the tie-in connection between Kingston Pike and the Way Station Trail Extension at said intersection, all in accordance with the regulations of the Town or the Tennessee Department of Transportation; and

(iv) In order to secure the Owner's obligations to perform work within the right-of-way of the Town at the point of the tie-in of Kingston Pike with the Way Station Trail Extension, the Owner will, prior to the second reading of the rezoning ordinance, deliver a completion letter of credit for the benefit of the Town in an amount established by the Town Engineer; and

(v) The Owner of the Property would voluntarily contribute to the Town to be used in the creation of the Way Station Trail Extension such portions of the Property as may be necessary to adequately provide its right-of-way and to install pedestrian facilities as required by the Town's regulations; and

(vi) The Owner of the Property would not transfer title to any portion of the Property without requiring the transferee to assume the obligations of the Owner under the Agreement, which assumption would not operate to release the Owner from the obligations of the Agreement; and

(vii) Upon completion of the construction of the Way Station Trail Extension, its approval by the Town and the recording of the final as-built plat, the rezoning of the property will become effective and the Owner will be eligible to apply for building permits for the development.

SECTION 2.

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

Dr. Ralph McGill, Mayor

Allison Myers, Town Recorder

Certified to the Farragut Board of Mayor and Aldermen this _____ day of _____, 2018,
with approval recommended.

Rita Holladay, Chairman

Edwin K. Whiting, Secretary

FARRAGUT MUNICIPAL PLANNING COMMISSION



Exhibit A
Ordinance 18-09

Rezone
Swan Property - 12639 Kingston Pike

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

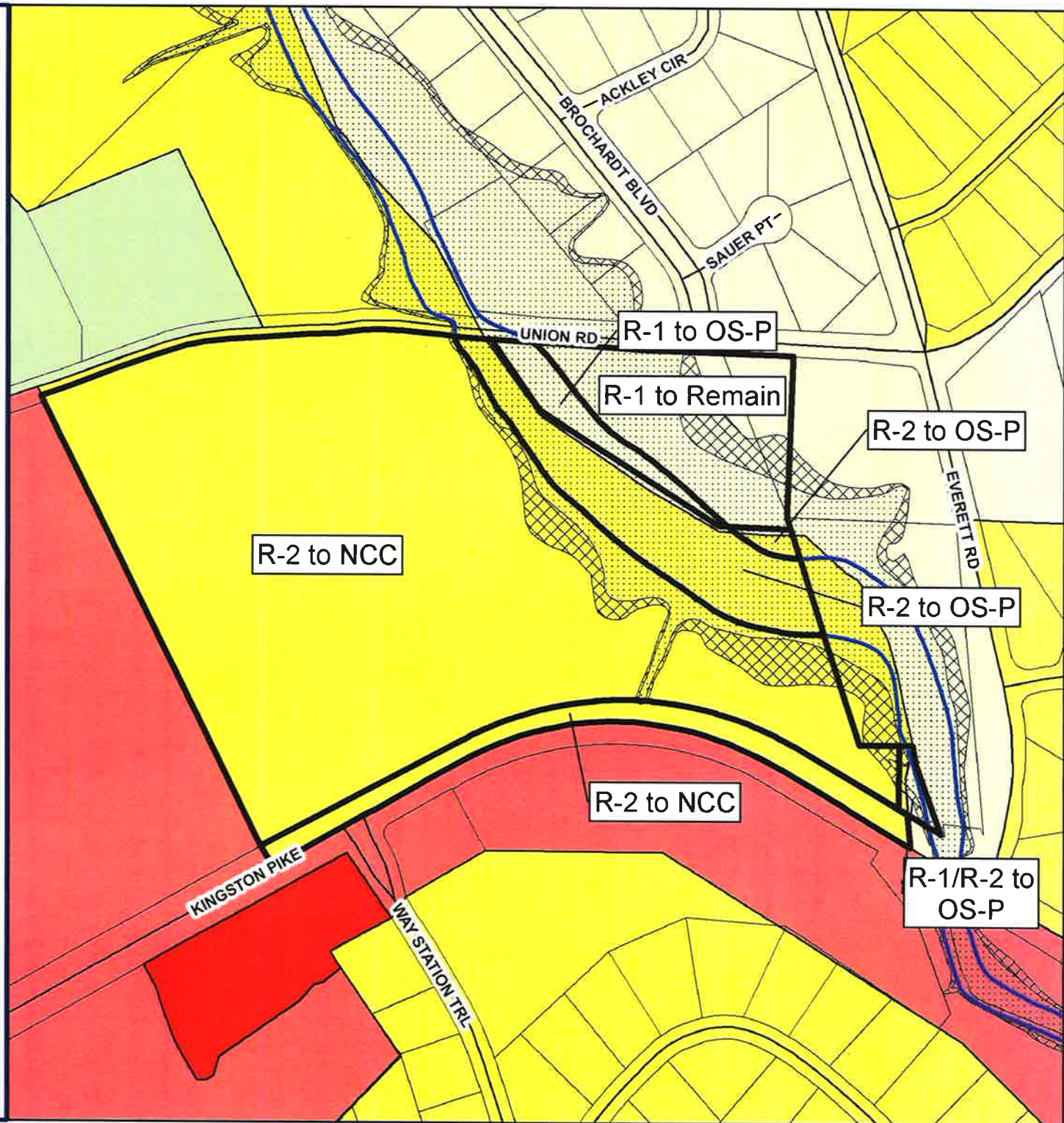
to
NCC (Neighborhood/Convenience
Commercial), and
OS-P (Open Space Park)

Legend

-  Swan Property Parcels
-  FEMA Floodway
-  FPD-100 Year
-  FPD-500 Year
-  Streets
-  Parcels
-  A, Agricultural
-  B-1, Buffer
-  R-1, Rural Single-Family Residential
-  R-2, General Single-Family Residential
-  C-1, General Commercial
-  BD-4, Business District, 4- Story



1 in = 300 ft



REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Ordinance 18-10, First reading of an ordinance to rezone Parcels 52, 54, 54.01, 55, and 57 Tax Map 151, located at 12723, 12733, 12737, 12751 Union Road, 115 Acres, from A and R-1, to R-1/OSR (SITE Inc., Applicant)

BACKGROUND: This item was discussed with the Planning Commission in February and April before the Commission made a formal recommendation at their meeting on May 17. As noted in the report concerning the Swan Farm rezoning, at the April meeting, the applicant provided the Planning Commission with a handbook which addressed the proposed rezoning of both the Swan Farm and the property associated with Ordinance 18-10 which is referred to as the Ivey Farm. This property accesses Union Road and is situated between the Saddle Ridge and Fox Run Subdivisions.

DISCUSSION: The Ivey Farm has been used as a working farm and it does have some natural features that would lend itself to be a good candidate for the requested R-1/OSR Zoning District. This zoning district would ultimately provide for a development that could work better with the land.

However, given the substandard condition of Union Road, when the rezoning was being considered by the Planning Commission, staff indicated they would not support any rezoning which, in comparison to the existing zoning, would add more traffic to this road. Staff noted that any rezoning should be conditioned on the Ivey property directly accessing a collector or arterial street which meets the minimum standards for such street based on its classification and as provided for in the Farragut Subdivision Regulations. This condition may include the completion of Union Road improvements or the construction of an extension of Way Station Trail from Kingston Pike to Union Road and the construction of a roundabout within Union Road that would connect the Ivey property to Way Station Trail extension so that any development resulting from a rezoning of the Ivey property would have direct access to a street which meets the minimum standards for a collector street, as provided for in the Farragut Subdivision Regulations. No portion of property proposed for rezoning could directly access Union Road (other than at the above noted roundabout) unless or until Union Road is improved to at least the minimum standards provided for in the Subdivision Regulations.

RECOMMENDATION: At its meeting on May 17, 2018, the Planning Commission recommended unanimously to approve the rezoning of the Ivey Farm property as outlined and displayed in Ordinance 18-10. The Commission conditioned their recommendation on either the completion of Union Road or the construction of an extension of Way Station Trail from Kingston Pike to Union Road and a roundabout within Union Road so that all portions of any development on the Ivey Farm property resulting from this rezoning would directly access a collector street that meets the minimum standards for such street(s) as provided for in the Farragut Subdivision Regulations.

Included in Ordinance 18-10 is some language that has been added by the Town Attorney to more clearly address the specifics of the Planning Commission's recommendation. Community Development Director, Mark Shipley, recommends approval of Ordinance 18-10.

PROPOSED MOTION: To approve Ordinance 18-10 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	_____	_____	_____	_____	_____

RESOLUTION PC-18-11

FARRAGUT MUNICIPAL PLANNING COMMISSION

A RESOLUTION TO APPROVE AN AMENDMENT TO THE FARRAGUT ZONING MAP, ORDINANCE 86-16, TO RECOMMEND THE APPROVAL OF THE REZONING OF PARCELS 52, 54, 54.01, 55, AND 57, TAX MAP 151, LOCATED AT 12723, 12733, 12737, 12743, AND 12751 UNION ROAD, 115 ACRES, FROM A AND R-1 TO R-1/OSR

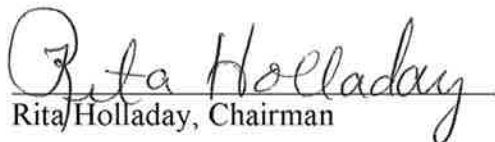
WHEREAS, the Tennessee Code Annotated, Section 13-4-201et seq, provides that the Municipal Planning Commission shall make and adopt a general plan for the physical development of the municipality; and

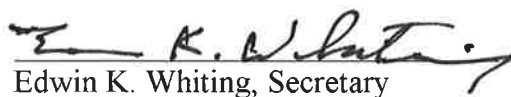
WHEREAS, the Farragut Municipal Planning Commission has adopted various elements of a zoning plan as an element of the general plan for physical development; and

WHEREAS, a public hearing was held on this request on May 17, 2018;

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 18-10.

ADOPTED this 17th day of May, 2018.


Rita Holladay, Chairman


Edwin K. Whiting, Secretary

ORDINANCE: 18-10
PREPARED BY: Shipley and Hale
REQUESTED BY: Town of Farragut
CERTIFIED BY FMPC: May 17, 2018
PUBLIC HEARING: _____
PUBLISHED IN: _____
DATE: _____
1ST READING: _____
2ND READING: _____
PUBLISHED IN: _____
DATE: _____

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

WHEREAS, issues raised by neighboring residents, and citizens in general, that the existing roadways serving the areas surrounding the Swan and Ivey properties will not accommodate both the existing traffic, as well as the traffic anticipated from the development of those properties, having been found to have merit, and in order to better protect and provide for the health, safety and welfare of the citizens of the Town, conditions precedent to the rezoning of the Ivey property (the "Property") becoming effective are set forth herein and are consistent with the recommendation of the Farragut Municipal Planning Commission.

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

SECTION 1.

The Farragut Zoning Ordinance, Ordinance 86-16, as amended, is hereby amended by rezoning the Properties being referred to herein as the Ivey property or the Property, including Parcels 52, 54, 54.01, 55, and 57, Tax Map 151, located at 12723, 12733, 12737, 12743, and 12751 Union Road, 115 Acres, from A and R-1 to R-1/OSR (See Exhibit A), subject to and contingent upon the Owner of the Property complying with the following:

A. Ensuring the establishment before issuance of building permits with respect to the development of the Property of a direct access from the Property, which is intended for development into a residential subdivision, to a collector or arterial street that meets the minimum standards as required by the Town's subdivision regulations, by either (i) the completion of construction by the Town of its pending plans for the widening and improvement of Union Road, or (ii) the completion at the expense of the developer, owner, or the owner's successors or assigns of the Property, of the (a) design and construction of a roundabout at the intersection of the contemplated extension of Way Station Trail with Union Road (the "Roundabout"), and (b) if the

Way Station Trail extension has not been, or is not being designed and constructed by the owner of the Swan property, then the design and construction of the extension of Way Station Trail from the north right-of-way line of Kingston Pike to the point of intersection with the Roundabout being constructed on Union Road built to the minimum standards of a collector or arterial street in the Town's subdivision regulations (the "Way Station Trail Extension"); and

B. Should the election be made not to await the completion by the Town of the Union Road improvements, the rezoning of the Property would be subject to and conditioned upon entry into an agreement, in recordable form, the obligations of which run with the land and bind future owners of the Property, between the owner of the Property (the "Owner"), and the Town before the second reading of this rezoning ordinance, in form and substance satisfactory to the Town Attorney, which agreement must include the following requirements, among others as may be necessary to carry out the intent of this ordinance, to be carried out by the Owner (the "Agreement"):

(i) If it is necessary in order to satisfy the conditions that it construct the Way Station Trail Extension, (a) submit and obtain approval of a preliminary plat for the Way Station Trail Extension in accordance with the regulations of the Town of Farragut as a collector or arterial street, (b) construct the Way Station Trail Extension in accordance with the approved preliminary plat and (c) submit and obtain final as-built plat approval of the Way Station Trail Extension; and

(ii) Construct the Roundabout in accordance with the plans prepared by or for the Town for the improvements to Union Road, including the tie-in with any existing roadways that intersect with the Roundabout, including the entrance to the contemplated subdivision, Way Station Trail Extension and the sections of Union Road to the east and to the west of the Roundabout; and

(iii) If necessary that the Owner construct the Way Station Trail Extension, then construct the tie-in connection between Kingston Pike and the Way Station Trail Extension at said intersection, all in accordance with the regulations of the Town or the Tennessee Department of Transportation; and

(iv) In order to secure the Owner's obligations to perform work within the right-of-way of the Town within Union Road in order to construct the Roundabout and, if required, at the point of the tie-in of Kingston Pike with the Way Station Trail Extension, the Owner will, prior to the second reading of the rezoning ordinance, deliver a completion letter of credit for the benefit of the Town in an amount established by the Town Engineer; and

(v) The Owner of the Property would voluntarily contribute to the Town to be used in the improvement of Union Road and the Roundabout such portions of the Property as may be necessary to adequately provide the right-of-way to widen Union Road, to install pedestrian facilities as required by the regulations of the Town, and necessary to accommodate the Roundabout; and

(vi) The Owner of the Property would not transfer title to any portion of the Property without requiring the transferee to assume the obligations of the Owner under the

Agreement, which assumption would not operate to release the Owner from the obligations of the Agreement; and

(vii) Upon completion of the construction of the Roundabout and, if necessary, the Way Station Trail Extension, the approval of same by the Town, and, with respect to the Way Station Trail Extension, the recording of the final plat, the rezoning of the Property will become effective and the Owner will be eligible to apply for building permits for the development.

SECTION 2.

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

Dr. Ralph McGill, Mayor

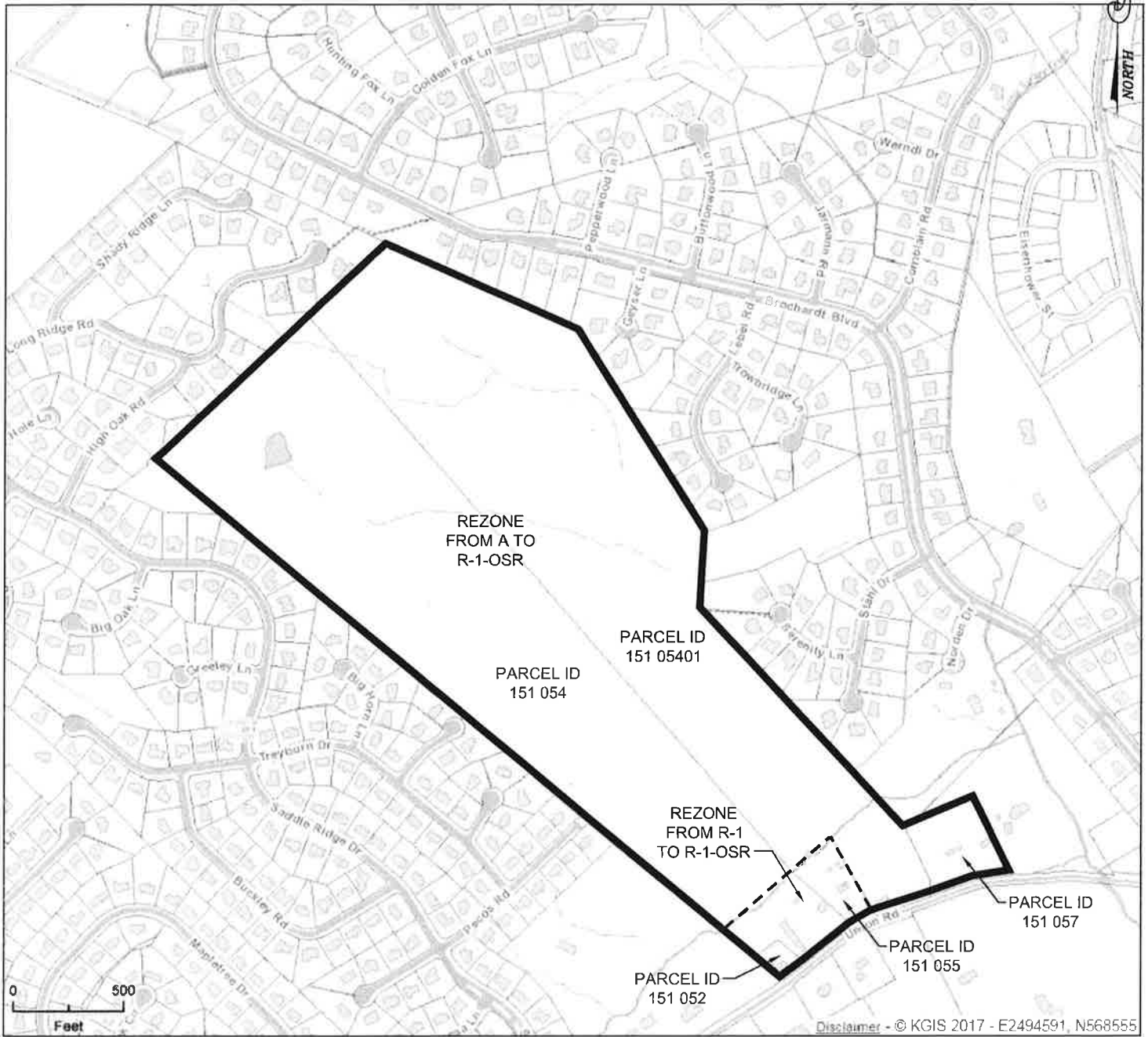
Allison Myers, Town Recorder

Certified to the Farragut Board of Mayor and Aldermen this ____ day of _____, 2018, with approval recommended.

Rita Holladay, Chairman

Edwin K. Whiting, Secretary

FARRAGUT MUNICIPAL PLANNING COMMISSION



10215 Technology Drive, Suite 304 Knoxville, TN 37932
Phone: (865) 777-4160 Fax: (865) 777-4189

Rezoning Exhibit
Ivey Farm
Union Road
Farragut, Tennessee

DRAWN BY: ACH		DATE: 04/17/17	
CHECKED BY: DOR		FILE: _____	
REVISIONS			
NO.	DATE	COMMENTS	

RZ1



**Exhibit A
Ordinance 18-10**

**Rezone
Ivey Farm Property
Union Road**

From
A (Agricultural) and
R-1 (Rural Single-Family Residential)

to

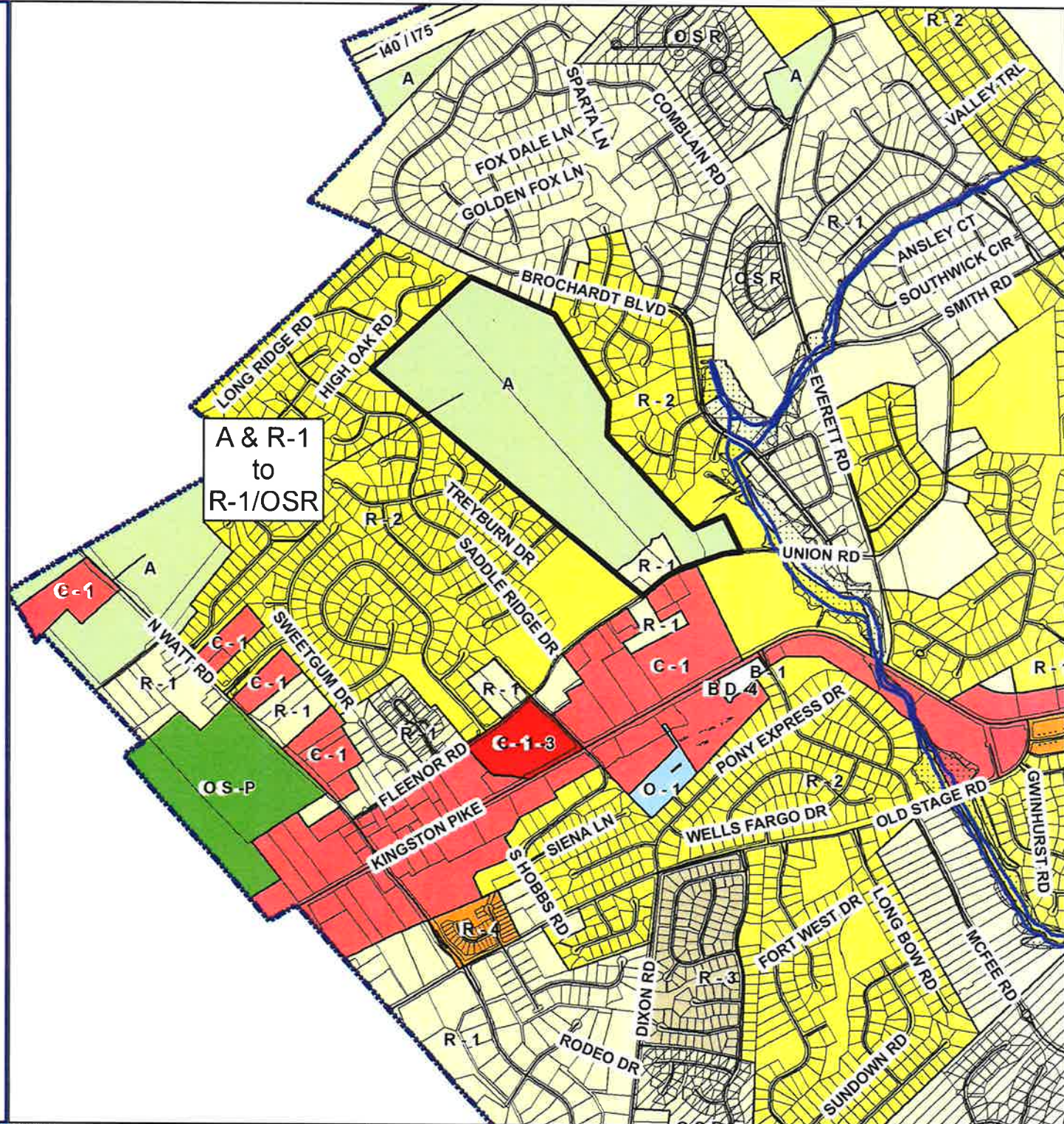
R-1/OSR (Rural Single-Family Residential/
Open Space Residential)

Legend

- FEMA Floodway
- FPD-100 Year
- FPD-500 Year
- Streets
- Parcels
- A, Agricultural
- B-1, Buffer
- OS-P, Open Space/Park
- R-1, Rural Single-Family Residential
- R-2, General Single-Family Residential
- R-3, Small Lot Single-Family Residential
- R-4, Attached Single-Family Residential
- OSR, Open Space Residential Overlay
- O-1, Office
- C-1, General Commercial
- C-1-3, General Commercial, Three Stories



1 in = 1,500 ft



REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Ordinance 18-11, First reading of an ordinance to rezone Parcel 12, Tax Map 162, 801 McFee Road, 20.267 Acres, from R-2 to R-1/OSR (Homestead Land Holdings, LLC, Applicant)

INTRODUCTION AND BACKGROUND: The request is to rezone a 20.27-acre tract from General Single Family Residential (R-2) to Rural Single Family/Open Space Residential Overlay (R-1/OSR). The property is located on the west side of McFee Road and lies between McFee Park to the south and McFee Manor Subdivision to the north. It currently contains a small single family residential unit located just off McFee Road. The property is heavily wooded and has some physical/environmental constraints. This includes some steeper slopes and a small creek at the western edge of the property.

DISCUSSION: The requested R-1/OSR zoning for the property would be largely consistent with the Comprehensive Land Use Plan (CLUP) and the surrounding existing land use and development pattern. The CLUP designates the bulk of the property as Rural Residential with some limited potential Open-Space areas at the western edge of the site. As noted above, the property is located adjacent to and just south of McFee Manor Subdivision and just north of McFee Park. The R-1/OSR designation will allow for transition between the park and McFee Manor and will be complementary and consistent with both. In addition, it is located across McFee Road from the Cottages at Price Farm Subdivision, which is zoned Open Space Mixed Residential. The R-1/OSR zoning will also allow the owner/developer to better design around any physical/environmental constraints on the property and preserve some of the wooded character of the site.

RECOMMENDATION: At its meeting on May 17, 2018, the Planning Commission unanimously recommended approval of this rezoning request. Community Development Director, Mark Shipley, recommends approval of Ordinance 18-11 on first reading.

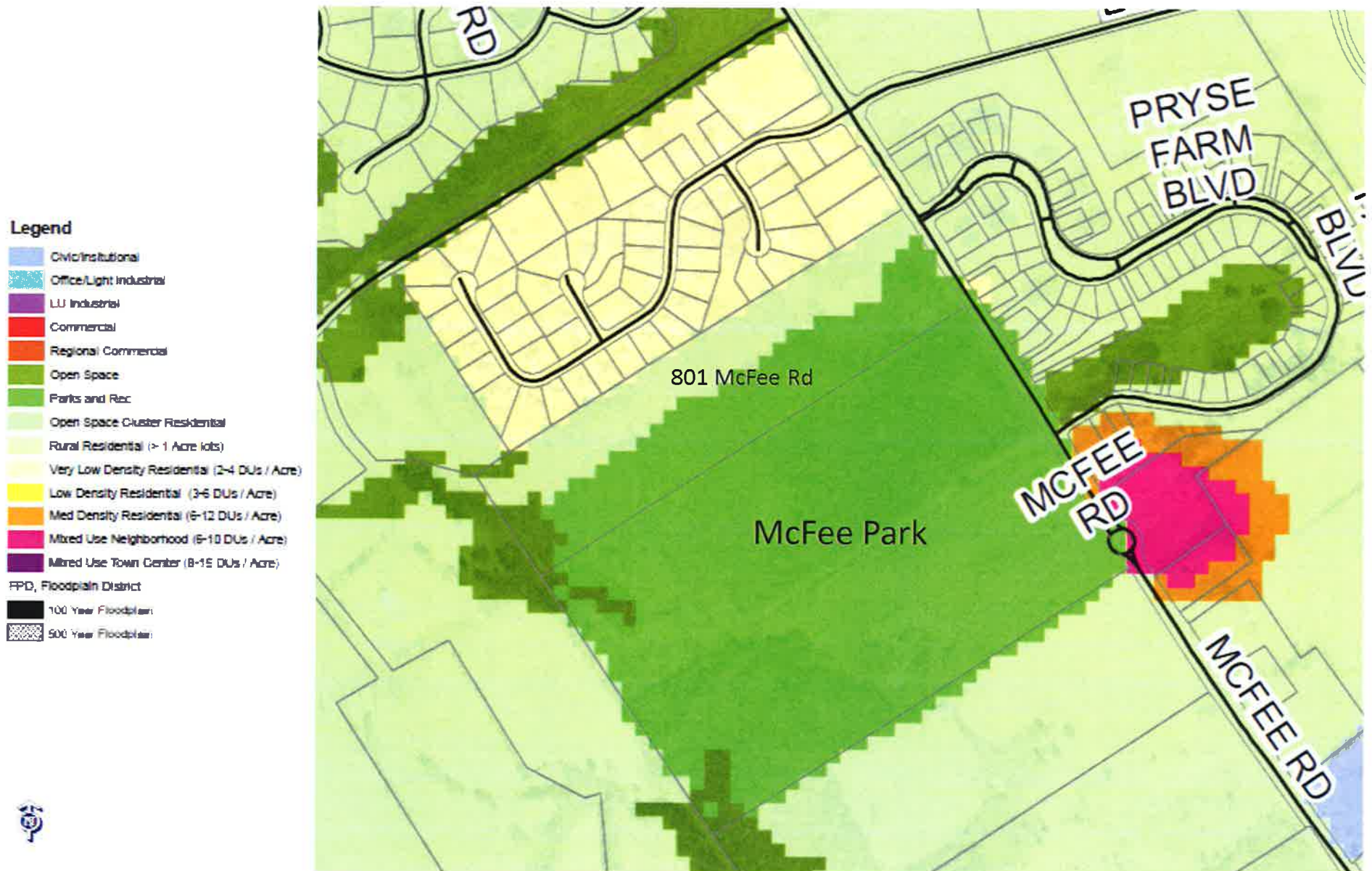
PROPOSED MOTION: To approve Ordinance 18-11 on first reading.

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	_____	_____	_____	_____	_____

Future Land Use 801 McFee Road Rezoning Area



RESOLUTION PC-18-07

FARRAGUT MUNICIPAL PLANNING COMMISSION

A RESOLUTION TO APPROVE AN AMENDMENT TO THE FARRAGUT ZONING MAP, ORDINANCE 86-16, TO RECOMMEND THE APPROVAL OF THE REZONING OF PARCEL 12, TAX MAP 162, LOCATED AT 801 McFEE ROAD, 20.267 ACRES, FROM R-2 (GENERAL SINGLE FAMILY RESIDENTIAL) TO R-1/OSR (RURAL SINGLE FAMILY RESIDENTIAL DISTRICT/OPEN SPACE RESIDENTIAL OVERLAY DISTRICT)

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

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

WHEREAS, a public hearing was held on this request on May 17, 2018;

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 18-11.

ADOPTED this 17th day of May, 2018.

Rita Holladay, Chairman

Edwin K. Whiting, Secretary

ORDINANCE: 18-11
PREPARED BY: Hose
REQUESTED BY: Town of Farragut
CERTIFIED BY FMPC: May 17, 2018
PUBLIC HEARING:
PUBLISHED IN:
DATE:
1ST READING:
2ND READING:
PUBLISHED IN:
DATE:

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

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

SECTION 1.

The Farragut Zoning Ordinance, Ordinance 86-16, as amended, is hereby amended by rezoning Parcel 12, Tax Map 162, located at 801 McFee, approximately 20.267 Acres, from R-2 (General Single Family Residential District) to R-1/OSR (Rural Single Family Residential District / Open Space Residential Overlay District) (See Exhibit A).

SECTION 2.

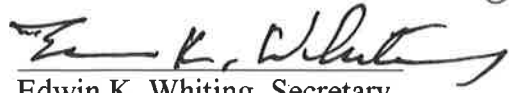
This ordinance shall take effect from and after its final passage and publication, the public welfare requiring it.

Dr. Ralph McGill, Mayor

Allison Myers, Town Recorder

Certified to the Farragut Board of Mayor and Aldermen this _____ day of _____, 2018, with approval recommended.


Rita Holladay, Chairman


Edwin K. Whiting, Secretary

FARRAGUT MUNICIPAL PLANNING COMMISSION



Exhibit A
Ordinance 18-11

Rezone
801 McFee Road

From
R-2 (General Single-Family Residential)

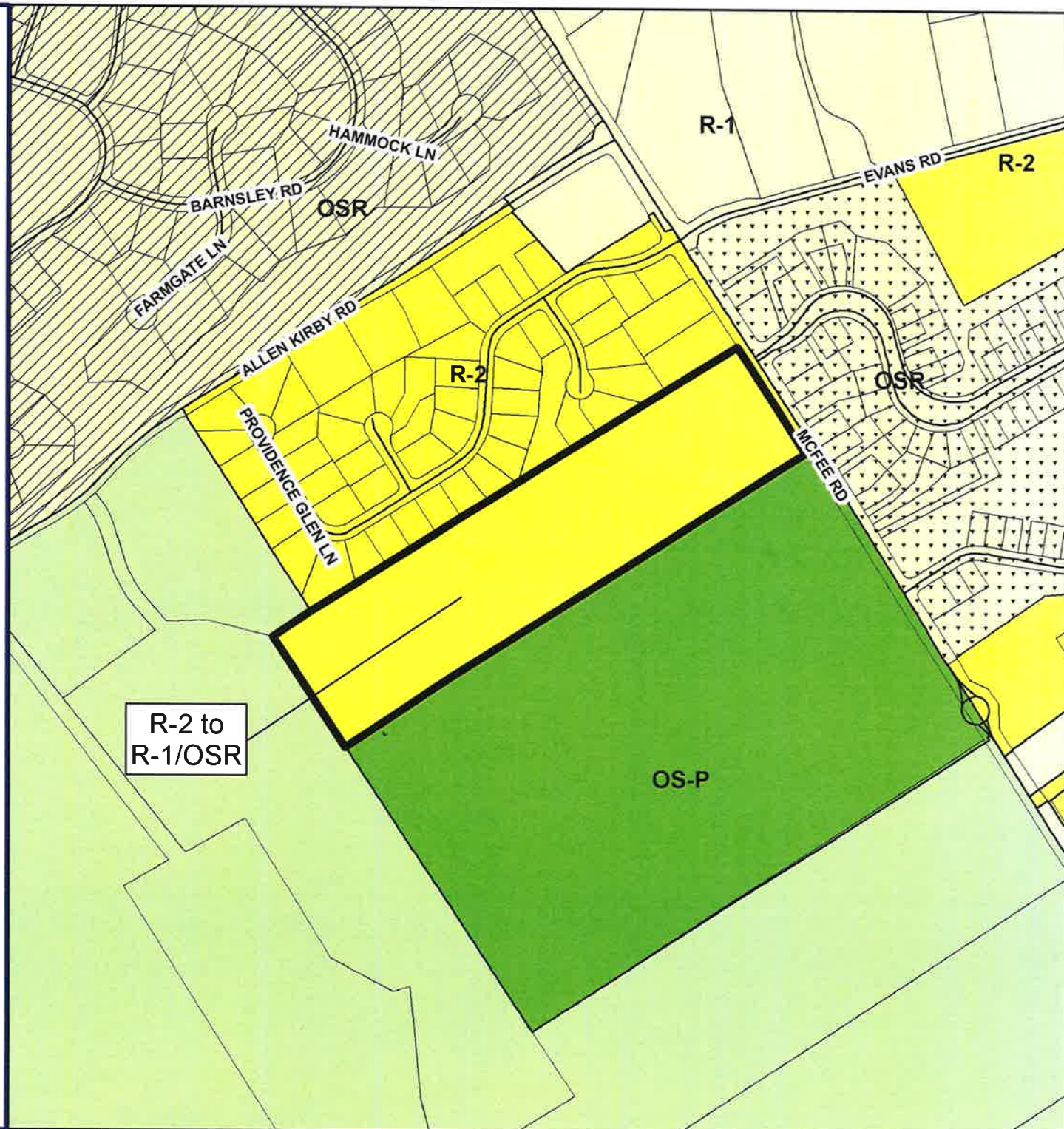
to
R-1/OSR (Rural Single-Family Residential/
Open Space Residential)

Legend

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



1 in = 500 ft



REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: David Smoak, Town Administrator 

SUBJECT: Ordinance 18-06, on first reading, to adopt the annual General Fund, State Street Aid Fund, Capital Investment Fund, Equipment Replacement Fund and Insurance Fund budgets of the Town of Farragut, Tennessee for the fiscal year beginning July 1, 2018 and ending June 30, 2019

INTRODUCTION: The purpose of this agenda item is to approve Ordinance 17-09, on first reading, adopting the annual budget for the fiscal year beginning July 1, 2018 and ending June 30, 2019.

BACKGROUND: The annual budget for the Town of Farragut must be approved prior to July 1, which is the start of the fiscal year for our community. The budget is also required to be balanced and remitted to the State of Tennessee Comptroller for review once it has been approved by the Board of Mayor and Aldermen (BMA). Planning for the upcoming FY2019 budget started in February 2018, with departments turning in their budget requests. The BMA also had a strategic planning session in the fall of 2017 that prioritized a number of initiatives that have been included in the proposed budget. Since February, the Town has had several workshops to review each of the funds that will be approved as part of the FY2018 budget: General Fund, Capital Investment Fund, State Street Aid Fund, Equipment Replacement, and Insurance Fund.

DISCUSSION: The proposed General Fund budget for FY19 has anticipated revenue of \$10,919,320 which is 3.3% higher than the budgeted amount of \$10,056,362 in the current fiscal year. The Town has continued to see modest increases in its sales tax revenues, which make up approximately 57% of the overall revenue for the Town of Farragut, and project local sales tax revenues of \$6,180,000 next year, which is a 3.0% increase over the current fiscal year. The Hall Income Tax will be reduced 17% by the State of Tennessee for FY2019, with the eventual elimination of that revenue by 2022. The Hall Tax revenue is estimated at \$400,000 for FY2019. We anticipate other revenue sources should remain stable over the next year.

General Fund Expenditures are decreasing 3.2% over the current fiscal year budget for a total of \$6,976,963. Employee health insurance coverage is projected to increase 2.5% and employees that continue to utilize family coverage will pay a premium of \$100/month. We are proposing to downgrade the Assistant Town Administrator position to an Assistant to the Town Administrator and changing the full-time Administrative Assistant in Public Works to part-time. These personnel changes will save the Town approximately \$103,843 next year. The draft budget includes a 4% Merit package for all eligible employees based on their current salaries and the results of their performance evaluation. All salary ranges will be adjusted by 5% due to market and inflationary increases over the past two years since the Town's last range movement. Overall personnel costs are slated to increase by \$59,054 in FY2019.

The overall General Fund budget anticipates \$3.94 million in revenues over expenditures for FY19. We will also be funding our rainy day fund at a total of \$2.09 million and project an available fund balance at the end of the FY19 budget year to be \$9.54 million.

The Capital Investment Program (CIP) Fund budget has a total of \$10,977,700 in projects planned to get underway in FY19. Revenues for the CIP are largely coming from Town resources in the form of a \$3.5 million transfer from the General Fund, \$6,582,700 from CIP reserves and \$895,000 in grants and interest. Overall,

the projected five year expenditures are \$23,832,700, with an available fund balance based on all the projects in the current CIP of \$2,149,012.

The State Street Aid Fund has projected revenues of \$791,500 and estimated expenditures of \$688,000. The general fund will be transferring \$100,000 to State Street Aid this year. This fund is primarily used to resurface Town of Farragut streets. At the end of the FY19 budget year there will be an estimated \$1,090,259 in fund balance.

The Equipment Replacement Fund will have projected expenditures of \$62,000 in FY19 and projected revenues of \$153,000, with the general fund transferring \$150,000 of this amount. This fund is used to purchase all vehicles and equipment throughout the Town's fleet.

The Insurance Fund has no estimated expenditures in FY19 and maintains a fund balance of \$102.116. This fund is utilized to pay retirement benefits for the closed retiree pension plan.

Overall, the Town of Farragut budget is strong, and we will be able to maintain our current service level to the community in the upcoming fiscal year beginning July 1, 2018.

Attached are the summary pages of each fund, the organizational chart, employee pay ranges, and Ordinance 18-06 for the Board's review.

RECOMMENDATION BY: Town Administrator David Smoak for approval.

PROPOSED MOTION: To approve Ordinance 18-06, on first reading, to adopt the annual budget for the Town of Farragut, Tennessee for the fiscal year beginning July 1, 2018 and ending June 30, 2019.

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	_____	_____	_____	_____	_____

General Fund	FY2015-16	FY2016-17	FY2017-18	FY2017-18	FY2018-19
	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Estimated</u>	<u>Proposed</u>
BEGINNING FUND BALANCE	8,993,750	11,114,600	12,088,902	12,088,902	11,440,829
	FY2015-16	FY2016-17	FY2017-18	FY2017-18	FY2017-18
REVENUE	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Estimated</u>	<u>Proposed</u>
Local Sales Tax	6,201,560	6,082,516	6,000,000	6,400,000	6,180,000
State Sales Tax	1,663,595	1,865,295	1,800,000	1,900,000	1,800,000
Hall Income Tax	926,868	1,143,490	400,000	1,091,836	400,000
Wholesale Beer, Liquor & Mixed D	1,297,172	1,408,064	1,165,000	1,365,000	1,165,000
Intergovernmental	671,643	699,002	601,400	698,400	651,400
Building Permits & Licenses	411,126	504,748	300,000	619,085	354,700
Recreation Fees	158,066	182,629	151,500	201,650	162,500
Traffic Enforcement Program & Fir	89,487	77,912	50,200	65,175	50,200
Rent	120,086	88,580	91,420	98,760	91,720
Miscellaneous	38,761	86,869	9,800	91,450	63,800
Total Revenue	11,578,364	12,139,105	10,569,320	12,531,356	10,919,320
	FY2015-16	FY2016-17	FY2017-18	FY2017-18	FY2018-19
EXPENDITURES	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Estimated</u>	<u>Proposed</u>
Legislative	37,650	58,413	55,700	55,250	55,700
Town Court	51,232	53,046	67,614	64,114	67,614
Administration	713,295	677,138	766,502	735,484	697,050
Human Resources	136,620	176,452	324,484	324,584	201,062
Information Technology	240,562	299,996	441,041	340,816	469,258
Engineering	645,638	613,348	728,453	695,888	733,070
Community Development	676,259	699,429	949,944	818,963	913,098
General Government	218,454	165,185	202,485	201,945	202,850
Parks & Leisure Services	916,418	963,880	1,185,509	1,070,824	1,119,568
Public Works	1,628,045	1,656,697	1,878,047	1,874,897	1,902,193
Non-Departmental	797,547	458,560	445,000	447,000	481,500
Economic Development	121,258	109,958	161,000	162,104	134,000
Total Expenditures	6,182,978	5,932,102	7,205,779	6,791,869	6,976,963
Revenue over (under) expenditure	5,395,386	6,207,003	3,363,541	5,739,487	3,942,357
Total Transfers In	0	0	0	0	0
Total transfers out	-3,270,000	-3,348,253	-4,350,000	-4,350,000	-3,750,000
Assigned Fund Balance	198,070	104,817	0	0	0
Unassigned Fund Balance	10,921,066	13,868,533	11,102,443	13,478,389	11,633,186
ENDING BALANCE	11,119,136	13,973,350	11,102,443	13,478,389	11,633,186
30% of Expenditure	1,854,893	1,779,631	2,161,734	2,037,561	2,093,089
AVAILABLE FUND BALANCE	9,066,172	12,088,902	8,940,709	11,440,828	9,540,097

PROJECTS BY DEPARTMENT		Capital Investment Program-310				
Beginning Balance	11,902,674	5,319,974	3,505,974	4,425,974	5,545,974	
General Government Projects	FY2019	FY2020	FY2021	FY2022	FY2023	Total
Land Acquisition	500,000	500,000	500,000	500,000	500,000	2,500,000
Pedestrian/Greenway Connectors	0	0	100,000	100,000	100,000	300,000
Watt Road Sidewalk	160,000	0	0	0	0	160,000
Smith Road Greenway	225,000	350,000	0	0	0	575,000
Little Turkey Creek Greenway	130,000	0	0	300,000	0	430,000
Campbell Station Inn Improvements	0	0	500,000	0	0	500,000
Climate Controlled Storage Building	210,000	0	0	0	0	210,000
General Government Projects Total	1,225,000	850,000	1,100,000	900,000	600,000	4,675,000
Parks	FY2019	FY2020	FY2021	FY2022	FY2023	Total
McFee Park Expansion	6,100,000	0	0	0	0	6,100,000
Anchor Park Restroom & ADA Improvements	735,000	0	0	0	0	735,000
Parks Total	6,835,000	0	0	0	0	6,835,000
Engineering Projects	FY2019	FY2020	FY2021	FY2022	FY2023	Total
Union Road Improvements	500,000	3,520,000	0	0	0	4,020,000
Signal System Upgrade (CMAQ)	75,000	2,685,000	0	0	0	2,760,000
Virtue Road-Phase I (KP-Harville)	450,000	2,300,000	0	0	0	2,750,000
Virtue Road-Phase II (Harville-Turkey Creek)	0	0	0	0	900,000	900,000
Engineering Total	1,025,000	8,505,000	0	0	900,000	10,430,000
Outstanding Projects	1,892,700					1,892,700
CIP Expenditure Total	10,977,700	9,355,000	1,100,000	900,000	1,500,000	23,832,700

Funding Sources	FY2019	FY2020	FY2021	FY2022	FY2023	Total
STP Funding (Union Road)	400,000	2,816,000				3,216,000
CMAQ Funding	75,000	2,685,000	0	0	0	2,760,000
LPRF Grant	325,000	0	0	0	0	325,000
Interest Earnings	40,000	40,000	20,000	20,000	20,000	140,000
Transfer from General Fund	3,500,000	2,000,000	2,000,000	2,000,000	2,000,000	11,500,000
Cost Share	55,000					55,000
Greenway Connector Reserves	0	0	0	0	0	0
Land Acquisition Reserves	0	0	0	0	0	0
CIP Reserves	6,582,700	1,814,000	0	0	0	8,396,700
Funding Total	10,977,700	9,355,000	2,020,000	2,020,000	2,020,000	26,392,700
Total CIP Funding Sources	10,977,700	9,355,000	2,020,000	2,020,000	2,020,000	26,392,700
Total CIP Expenditures	10,977,700	9,355,000	1,100,000	900,000	1,500,000	23,832,700
Revenue over (under) expenditures	0	0	920,000	1,120,000	520,000	
Ending Balance	5,319,974	3,505,974	4,425,974	5,545,974	6,065,974	
Assigned Fund Balance						
Greenway Connectors	58,890	58,890	58,890	158,890	258,890	
Land Acquisition	1,658,072	2,158,072	2,658,072	3,158,072	3,658,072	
Total Assigned Balance	1,716,962	2,216,962	2,716,962	3,316,962	3,916,962	
Available Fund Balance	3,603,012	1,289,012	1,709,012	2,229,012	2,149,012	

State Street Aid-121

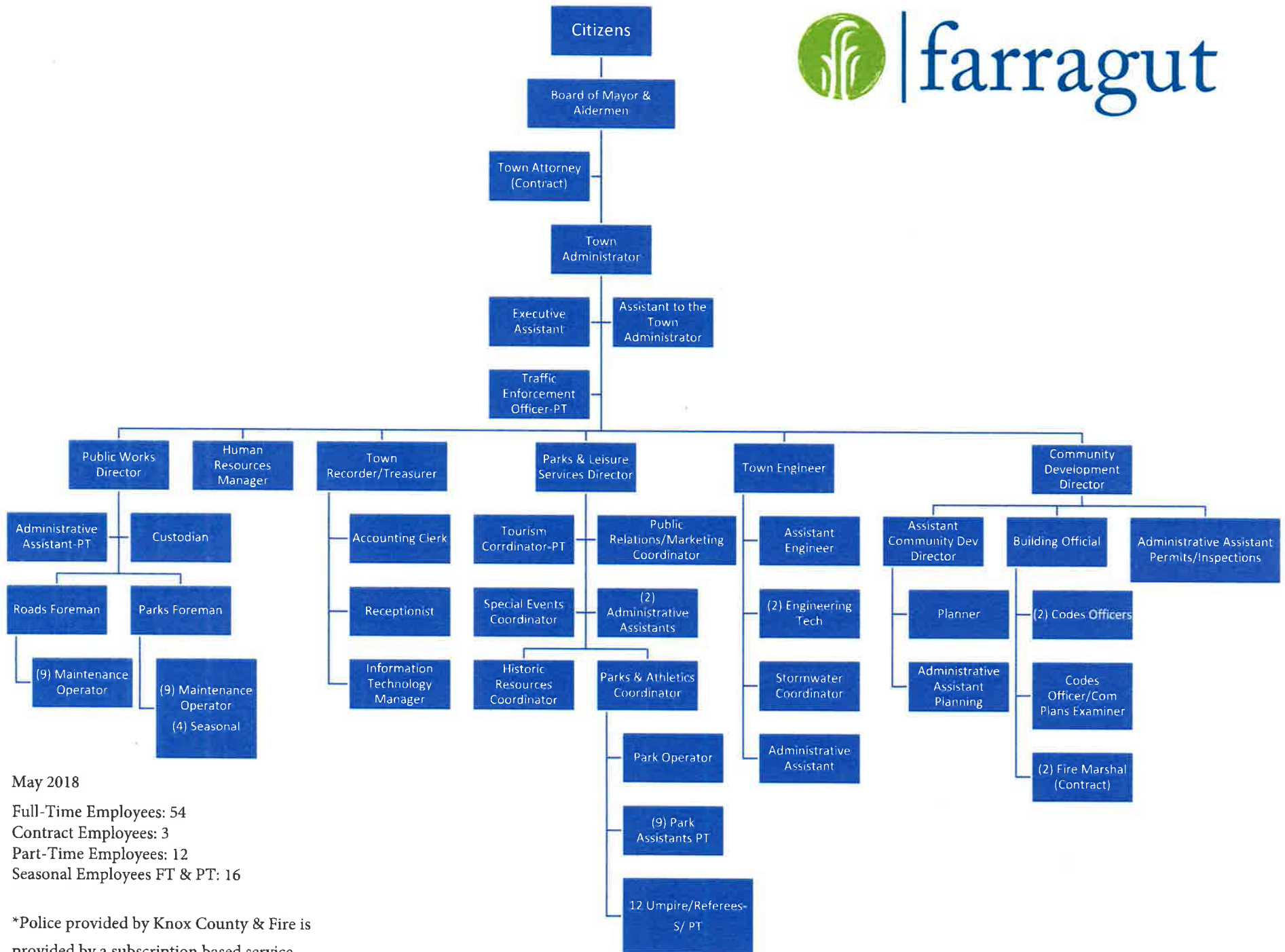
	2016-2017	2017-2018	2017-2018	2018-2019
	<u>Actual</u>	<u>Budget</u>	<u>Estimated</u>	<u>Proposed</u>
Beginning Balance	1,094,149	1,438,059	886,759	886,759
Revenues				
State Gasoline & Motor Fuel	624,491	752,800	760,000	791,000
Interest Earnings	5,403	500	500	500
Revenue Total	629,894	753,300	760,500	791,500
Expenditures				
Street Maintenance	38,475	118,000	110,000	60,000
Resurfacing	299,447	1,321,600	1,321,600	500,000
Street Striping	26,848	40,000	40,000	45,000
Guardrails	12,325	15,000	4,000	15,000
Traffic Calming	0	8,000	7,931	18,000
Sidewalks/Greenways	2,142	2,000	2,000	50,000
Expenditure Total	379,237	1,504,600	1,485,531	688,000
Other Funding Sources				
Transfer from General Fund	93,253	200,000	200,000	100,000
Total Transfers in	93,253	200,000	200,000	100,000
Revenue over (under) expenditures	343,910	-551,300	-525,031	203,500
Ending Balance	1,438,059	886,759	361,728	1,090,259

Equipment Replacement Fund-314

	FY2015-16	FY2016-17	FY2017-18	FY2017-18	FY2018-19
	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Estimated</u>	<u>Proposed</u>
Beginning Balance	619,044	647,153	751,978	751,978	790,879
Revenues					
Interest	1,284	3,301	450	7,500	3,000
Sale of equipment Proceeds	55,040	62,084	0	25,242	0
Total Revenues	56,324	65,385	450	32,742	3,000
Other Funding Sources					
Transfer from General Fund	150,000	150,000	150,000	150,000	150,000
Total Other Funding Sources	150,000	150,000	150,000	150,000	150,000
Expenditures					
Major Equipment	178,215	110,560	144,000	143,841	62,000
Total Expenditures	178,215	110,560	144,000	143,841	62,000
Revenue over (under) expenditures	28,109	104,825	6,450	38,901	91,000
Ending Balance	647,153	751,978	758,428	790,879	881,879

Insurance Fund-611

	FY2014-15	FY2015-16	FY2016-17	FY2017-18	FY2018-19
	<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Estimate</u>	<u>Proposed</u>
Beginning Balance	199,573	99,667	99,900	100,416	101,516
Revenues					
Interest	94	233	516	1,100	600
Total Revenues	94	233	516	1,100	600
Other Funding Sources					
Transfer from General Fund	0	0	0	0	0
Transfer to General Fund	0	0	0	0	0
Total Other Funding Sources	0	0	0	0	0
Expenditures					
Retirement Benefit	100,000	0	0	0	0
Total Expenditures	100,000	0	0	0	0
Ending Balance	99,667	99,900	100,416	101,516	102,116



May 2018

Full-Time Employees: 54

Contract Employees: 3

Part-Time Employees: 12

Seasonal Employees FT & PT: 16

*Police provided by Knox County & Fire is provided by a subscription based service from Rural Metro

FY 2018-19 Salary List

April 26,2018

*Black bold under Min

Range

5%

5%

5%

Positions	Current Salary	Grade	Minimum	Mid Point	Maximum
Custodian	\$31,512.00	3	\$22,977.62	\$29,296.47	\$35,615.32
Office Assistant -Receptionist	\$35,443.00	4	\$24,471.17	\$31,200.74	\$37,930.32
PW Maintenance Worker	\$29,972.00	8	\$31,481.34	\$40,138.71	\$48,796.07
PW Maintenance Worker	\$29,972.00	8	\$31,481.34	\$40,138.71	\$48,796.07
PW Maintenance Worker	\$29,972.00	8	\$31,481.34	\$40,138.71	\$48,796.07
PW Maintenance Worker	\$29,972.00	8	\$31,481.34	\$40,138.71	\$48,796.07
PW Maintenance Worker	\$30,596.00	8	\$31,481.34	\$40,138.71	\$48,796.07
PW Maintenance Worker	\$30,596.00	8	\$31,481.34	\$40,138.71	\$48,796.07
PW Maintenance Worker	\$30,596.00	8	\$31,481.34	\$40,138.71	\$48,796.07
PW Maintenance Worker	\$31,220.00	8	\$31,481.34	\$40,138.71	\$48,796.07
PW Maintenance Worker	\$31,512.00	8	\$31,481.34	\$40,138.71	\$48,796.07
PW Maintenance Worker	\$31,678.00	8	\$31,481.34	\$40,138.71	\$48,796.07
PW Maintenance Worker	\$32,780.00	8	\$31,481.34	\$40,138.71	\$48,796.07
PW Maintenance Worker	\$32,947.00	8	\$31,481.34	\$40,138.71	\$48,796.07
PW Maintenance Worker	\$39,208.00	8	\$31,481.34	\$40,138.71	\$48,796.07
PW Maintenance Worker	\$43,347.00	8	\$31,481.34	\$40,138.71	\$48,796.07
PW Maintenance Worker	\$46,488.00	8	\$31,481.34	\$40,138.71	\$48,796.07
PW Maintenance Worker	\$46,488.00	8	\$31,481.34	\$40,138.71	\$48,796.07
PW Maintenance Worker	\$46,488.00	8	\$31,481.34	\$40,138.71	\$48,796.07
Park Operator	\$32,780.00	8	\$31,481.34	\$40,138.71	\$48,796.07
Admin. Asst. PW	\$35,630.00	9	\$33,527.62	\$42,747.73	\$51,967.82
Admin. Asst. – Leisure Services	\$42,785.00	9	\$33,527.62	\$42,747.73	\$51,967.82
Admin. Asst. – Leisure Services	\$33,488.00	9	\$33,527.62	\$42,747.73	\$51,967.82
Admin.Asst.- Engineering	\$43,264.00	9	\$33,527.62	\$42,747.73	\$51,967.82
Admin. Asst. – Planning	\$33,528.00	9	\$33,527.62	\$42,747.73	\$51,967.82
Sr. Admin. Asst.– Permits	\$48,027.00	10	\$35,706.92	\$45,526.33	\$55,345.73
Accounting Clerk	\$43,201.00	10	\$35,706.92	\$45,526.33	\$55,345.73
Engineering Technician	\$56,139.00	11	\$38,027.87	\$48,485.54	\$58,943.20
Engineering Technician	\$56,139.00	11	\$38,027.87	\$48,485.54	\$58,943.20
Planner	OPEN	11	\$38,027.87	\$48,485.54	\$58,943.20
Executive Assistant	\$39,998.00	11	\$38,027.87	\$48,485.54	\$58,943.20
Special Events Coordinator	\$38,584.00	12	\$40,499.69	\$51,637.10	\$62,774.51
Museum Coordinator	\$47,112.00	12	\$40,499.69	\$51,637.10	\$62,774.51
Public Works Foremen	\$49,233.00	13	\$43,132.16	\$54,993.51	\$66,854.85
Public Works Foremen	\$49,358.00	13	\$43,132.16	\$54,993.51	\$66,854.85
Codes Officer	\$63,689.00	13	\$43,132.16	\$54,993.51	\$66,854.85
Codes Officer	\$47,985.00	13	\$43,132.16	\$54,993.51	\$66,854.85
Public Relations/Mkt. Coordinator	\$51,001.00	13	\$43,132.16	\$54,993.51	\$66,854.85
Athletic & Parks Coordinator	\$49,108.00	13	\$43,132.16	\$54,993.51	\$66,854.85

Positions	Current Salary	Grade	Minimum	Mid Point	Maximum
Codes Officer/Comm. Plans Exam.	\$67,808.00	14	\$45,935.76	\$58,568.09	\$71,200.42
Stormwater Coordinator	\$50,440.00	14	\$45,935.76	\$58,568.09	\$71,200.42
Tourism Coordinator-PT	\$34,944.00	15	\$48,921.58	\$62,375.01	\$75,828.45
Assistant to the Town Administrator	OPEN	16	\$55,488.08	\$70,747.29	\$86,006.52
Building Official	OPEN	17	\$59,094.80	\$75,345.87	\$91,596.94
Asst. CD Director	\$65,000.00	18	\$62,935.97	\$80,243.35	\$97,550.74
IT Manager	\$65,857.00	18	\$62,935.97	\$80,243.35	\$97,550.74
Assistant Engineer	OPEN	19	\$67,026.80	\$85,459.17	\$103,891.54
Human Resources Manager	\$78,937.00	20	\$68,941.85	\$87,900.87	\$106,859.88
Public Works Director	\$93,133.00	21	\$72,388.95	\$92,295.91	\$112,202.87
Town Recorder/Treasurer	\$89,427.00	21	\$72,388.95	\$92,295.91	\$112,202.87
Community Development Director	\$80,649.00	21	\$72,388.95	\$92,295.91	\$112,202.87
Leisure Services Director	\$95,761.00	21	\$72,388.95	\$92,295.91	\$112,202.87
Town Engineer	\$109,019.04	22	\$76,008.39	\$96,910.70	\$117,813.01
Town Administrator	\$133,009.00	N/A			

ORDINANCE	18-06
PREPARED BY	Myers
1 ST READING	June 14, 2018
2 nd READING	June 28, 2018
PUBLISHED IN	Farragut Shopper News
DATE	July 11, 2018

**AN ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE
ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2018 AND ENDING
JUNE 30, 2019.**

WHEREAS, Tennessee Code Annotated § 9-1-116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and

WHEREAS, the Board of Mayor and Aldermen has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the Board will consider final passage of the budget.

NOW THEREFORE BE IT ORDAINED BY THE TOWN OF FARRAGUT, TENNESSEE AS FOLLOWS:

SECTION 1: That the governing body projects anticipated revenues from all sources and appropriates planned expenditures for each department, board, office or other agency of the municipality, herein presented together with the actual annual receipts and expenditures of the last preceding fiscal year and the estimated annual expenditures for the current fiscal year, and from those revenues and unexpended and unencumbered funds as follows for fiscal year 2019, and including the projected ending balances for the budget year, the actual ending balances for the most recent ended fiscal year and the estimated ending balances for the current fiscal years:

GENERAL FUND		Actual	Estimated	Budget
		FY 2017	FY 2018	FY 2019
Cash Receipts				
Local Taxes	\$	6,082,516	\$ 6,400,000	\$ 6,180,000
Licenses And Permits		504,748	619,085	354,700
Intergovernmental		699,002	698,400	651,400
State of Tennessee		3,008,785	2,991,836	2,200,000
Other Revenues		1,844,054	1,822,035	1,533,220
Transfers In - from other funds		-	-	-
Total Cash Receipts	\$	12,139,105	\$ 12,531,356	\$ 10,919,320
Appropriations				
Legislative	\$	58,413	\$ 55,250	\$ 55,700
Town Court		53,046	64,114	67,614
Administration		677,138	735,484	697,050
Human Resources		176,452	324,584	201,062
Information Technology		299,996	340,816	469,258
Engineering		613,348	695,888	733,070
Community Development		699,429	818,963	913,098
General Government		165,185	201,945	202,850
Parks & Leisure Services		963,880	1,070,824	1,119,568
Public Works		1,656,697	1,874,897	1,902,193
Non-Departmental		458,560	447,000	481,500
Economic Development		109,958	162,104	134,000
Transfers Out - to other funds		3,348,253	4,350,000	3,750,000
Total Appropriations	\$	9,280,355	\$ 11,141,869	\$ 10,726,963
Change in Cash (Receipts - Appropriations)		2,858,750	1,389,487	192,357
Beginning Cash Balance July 1		11,114,600	12,088,902	11,440,829
Ending Cash Balance June 30	\$	13,973,350	\$ 13,478,389	\$ 11,633,186
Ending Cash as a % of Total Cash Payments/Appropriations		150.6%	121.0%	108.4%

STATE STREET AID FUND		Actual	Actual	Budget
		FY 2017	FY 2018	FY 2019
Cash Receipts				
State Gas and Motor Fuel Taxes	\$	624,491	\$ 760,000	\$ 791,000
Interest		5,403	500	500
Transfers In - from other funds		93,253	200,000	100,000
Total Cash Receipts	\$	723,147	\$ 960,500	\$ 891,500
Appropriations				
Streets & Sidewalks	\$	379,237	\$ 1,485,531	\$ 688,000
Total Appropriations	\$	379,237	\$ 1,485,531	\$ 688,000
Change in Cash (Receipts - Appropriations)		343,910	(525,031)	203,500
Beginning Cash Balance July 1		1,094,149	1,438,059	913,028
Ending Cash Balance June 30	\$	1,438,059	\$ 913,028	\$ 1,116,528
Ending Cash as a % of Total Cash Payments/Appropriations		379.2%	61.5%	162.3%

STATE STREET AID FUND		Actual FY 2017	Estimated Actual FY 2018	Budget FY 2019
Cash Receipts				
State Gas and Motor Fuel Taxes		\$ 624,491	\$ 760,000	\$ 791,000
Interest		5,403	500	500
Transfers In - from other funds		93,253	200,000	100,000
Total Cash Receipts		\$ 723,147	\$ 960,500	\$ 891,500
Appropriations				
Streets & Sidewalks		\$ 379,237	\$ 1,485,531	\$ 688,000
Total Appropriations		\$ 379,237	\$ 1,485,531	\$ 688,000
Change in Cash (Receipts - Appropriations)		343,910	(525,031)	203,500
Beginning Cash Balance July 1		1,094,149	886,759	886,759
Ending Cash Balance June 30		\$ 1,438,059	\$ 361,728	\$ 1,090,259
Ending Cash as a % of Total Cash Payments/Appropriations		379.2%	24.4%	158.5%

Equipment Fund		Actual FY 2017	Actual FY 2018	Budget FY 2019
Cash Receipts				
Interest		\$ 3,301	\$ 7,500	\$ 3,000
Sale of Surplus Assets		62,084	25,242	-
Transfers In - from other funds		150,000	150,000	150,000
Total Cash Receipts		\$ 215,385	\$ 182,742	\$ 153,000
Appropriations				
Major Equipment		\$ 110,560	\$ 143,841	\$ 62,000
Total Appropriations		\$ 110,560	\$ 143,841	\$ 62,000
Change in Cash (Receipts - Appropriations)		104,825	38,901	91,000
Beginning Cash Balance July 1		647,153	751,978	790,879
Ending Cash Balance June 30		\$ 751,978	\$ 790,879	\$ 881,879
Ending Cash as a % of Total Cash Payments/Appropriations		680.2%	549.8%	1422.4%

Insurance Fund		Actual FY 2017	Estimated Actual FY 2018	Budget FY 2019
Cash Receipts				
Interest		\$ 516	\$ 1,100	\$ 600
Total Cash Receipts		\$ 516	\$ 1,100	\$ 600
Appropriations				
Retirement Benefit		-	-	-
Total Appropriations		\$ 0	\$ 0	\$ 0
Change in Cash (Receipts - Appropriations)		516	1,100	600
Beginning Cash Balance July 1		99,900	100,416	101,516
Ending Cash Balance June 30		\$ 100,416	\$ 101,516	\$ 102,116
Ending Cash as a % of Total Cash Payments/Appropriations		1004159900.0%	1015159800.0%	1021159700.0%

SECTION 2: At the end of the fiscal year 2018, the governing body estimates fund balances or deficits as follows:

Fund	Estimated Fund Balance at June 30, 2018	
General Fund	\$	15,362,837
State Street Street Aid Fund	\$	913,028
Equipment Fund	\$	790,879
Insurance Fund	\$	101,516

SECTION 3: That the governing body herein certifies that the condition of its sinking funds, if applicable, are compliant pursuant to its bond covenants, and recognizes that the municipality has outstanding bonded and other indebtedness as follows:

Bonded and/or Indebtedness	Debt	Interest	Total Debt
	\$0	\$0	\$0

SECTION 4: During the coming fiscal year (2019) the governing body has pending and planned capital projects with proposed funding as follows:

Pending Capital Projects	Pending Capital Projects - Total Expense	Pending Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Pending Capital Projects Expense Financed by Debt Proceeds
Land Acquisition	\$ 500,000.00	\$ 500,000.00	\$ -
Watt Road Sidewalk	\$ 160,000.00	\$ 160,000.00	\$ -
Smith Road Greenway	\$ 225,000.00	\$ 225,000.00	\$ -
Little Turkey Creek Greenway	\$ 130,000.00	\$ 130,000.00	\$ -
Climate Controlled Storage Building	\$ 210,000.00	\$ 210,000.00	\$ -
McFee Park Expansion	\$ 6,100,000.00	\$ 6,100,000.00	\$ -
Anchor Park Restroom & ADA Improvements	\$ 735,000.00	\$ 735,000.00	\$ -
Union Road Improvements	\$ 500,000.00	\$ 500,000.00	\$ -
Signal System Upgrades (CMAQ)	\$ 75,000.00	\$ 75,000.00	\$ -
Virtue Road-Phase I (KP-Harville)	\$ 450,000.00	\$ 450,000.00	\$ -

Proposed Future Capital Projects	Proposed Future Capital Projects - Total Expense	Proposed Future Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Proposed Future Capital Projects Expense Financed by Debt Proceeds
Land Acquisition	\$ 500,000.00	\$ 500,000.00	\$ -
Pedestrian/Greenway Connectors	\$ 300,000.00	\$ 300,000.00	\$ -
Smith Road Greenway	\$ 350,000.00	\$ 350,000.00	\$ -
Little Turkey Creek Greenway	\$ 300,000.00	\$ 300,000.00	\$ -
Campbell Station Inn Improvements	\$ 500,000.00	\$ 500,000.00	\$ -
Union Road Improvements	\$ 3,520,000.00	\$ 3,520,000.00	\$ -
Signal System Upgrades (CMAQ)	\$ 2,685,000.00	\$ 2,685,000.00	\$ -
Virtue Road-Phase I (KP-Harville)	\$ 2,300,000.00	\$ 2,300,000.00	\$ -
Virtue Road-Phase II (Harville-Turkey Creek)	\$ 900,000.00	\$ 900,000.00	\$ -

- SECTION 5: No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 (TCA § 6-56-208). In addition, no appropriation may be made in excess of available funds except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Tennessee Code Annotated § 6-56-205.
- SECTION 6: Money may be transferred from one appropriation to another in the same fund only by appropriate ordinance by the governing body, subject to such limitations and procedures as it may describe as allowed by Sec. 6-56-209 of the *Tennessee Code Annotated*. Any resulting transfers shall be reported to the governing body at its regular meeting and entered into the minutes.
- SECTION 7: A detailed financial plan will be attached to this budget and become part of this budget ordinance. In addition, the published operating budget and budgetary comparisons shown by fund with beginning and ending fund balances and the number of full time equivalent employees required by Section 6-56-206, *Tennessee Code Annotated* will be attached.
- SECTION 8: This annual operating and capital budget ordinance and supporting documents shall be submitted to the Comptroller of the Treasury or Comptroller's Designee for approval if the Town has debt issued pursuant to Title 9, Chapter 21 of the Tennessee Code Annotated within fifteen (15) days of its adoption. This budget shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller's Designee in accordance with Title 9, Chapter 21 of the Tennessee Code Annotated (the "Statutes".) If the Comptroller of the Treasury or Comptroller's Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes or as directed by the Comptroller of the Treasury or Comptroller's Designee. If the Town does not have such debt outstanding, it will file this annual operating and capital budget ordinance and supporting documents with the Comptroller of the Treasury or Comptroller's Designee.
- SECTION 9: All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.
- SECTION 10: All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.
- SECTION 11: This ordinance shall take effect July 1, 2018, the public welfare requiring it.

Dr. Ralph McGill, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Sue Stuhl, Parks & Leisure Services Director and Julia Barham, Historic Resources Coordinator

SUBJECT: Approval of Community History Video Production Contract

ATTACHMENTS: Professional Services Agreement and Project Proposal, Community History

INTRODUCTION: The purpose of this agenda item is to consider the approval of a contract for a Community History Video.

BACKGROUND: The Museum and the Town have long been looking at a community history video. The Museum Committee has an oral history subcommittee that has been filming oral histories of prominent Farragut and Concord citizens. This is all done by volunteers. The thought was that these oral histories could be used for the above mentioned film. After talking with various professionals, it was discovered that the quality of the oral history filming would not allow for a professional level project although bits and pieces of these interviews are likely to be used in the project.

DISCUSSION: The Town issued an RFQ for creative services for historical projects earlier this spring and received five submissions. The oral history committee selected Keith McDaniel dba Secret City Films because of his extensive experience in this specific type of project. His project is broken down in four phases:

- **Phase 1** – research and on-camera interviews
- **Phase 2** – scriptwriting and completion of film/video acquisition
- **Phase 3** – complete rough edit
- **Phase 4** – complete final edit, musical score, sound design

The project is expected to take 31 weeks from date of contract award which puts completion on January 20, 2019. The goal is to premier this film at the Farragut Museum friends event which will kick off the “Home Town History” exhibit scheduled for the first six months of 2019.

The Farragut Museum Committee has voted to fund 50% of the basic contract cost through their account that receives funds from donations, gift shop proceeds and memorials. The other 50% of the basic contract will be paid from Parks and Leisure Services professional services fund and the cost of any expenses will be funded through the Museum operating account.

FINANCIAL SECTION:

Account Number:
41900-254 (\$12,500),
Museum Savings (\$12,500) and
41900-723 up to \$1000 in expenses)

Total Budget

26,000

Contracted Amount

26,000

Remaining Amount

0

Approved
By:



STRATEGIC PLAN: The Town of Farragut Strategic Plan lists as a Critical Success Factor Providing Excellent Parks, Recreation, Cultural Amenities and Programs. This project preserves the history of Farragut and Concord through a professional level film and supports tourism and a sense of community.

RECOMMENDATION BY: Sue Stuhl and Julia Barham

PROPOSED MOTION: Approval of contract with Keith McDaniel dba Secret City Films to produce a community history film in the amount of \$25,000 plus up to \$1000 for expenses.

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

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

KEITH MCDANIEL
PROPOSAL FOR
TOWN OF FARRAGUT DOCUMENTARY FILM PROJECT
COMMUNITY HISTORY FILM

Introduction

Keith McDaniel, hereafter referred to as PRODUCER, proposes to produce a documentary film for The Town of Farragut, hereafter referred to as CLIENT.

The PRODUCER shall provide creative and technical services, as well as equipment to include all aspects of production including, but not limited to: scriptwriting, filming, editing, sound design, and music. DIRECTOR shall have access to utilize current available materials (film/video footage, photographs, etc.). PRODUCER will also assist CLIENT in locating and acquiring appropriate film/video footage necessary for the project.

Scope of Work

OVERVIEW: During the period of the contract, the PRODUCER will produce a 28-minute (approx.) documentary film about the history of the Town of Farragut and the surrounding area. The PRODUCER will: incorporate existing footage, research materials and information; and, will conduct and include new on-camera interviews (up to 10 persons as designated by CLIENT) for the film. The PRODUCER will ensure the film/video meets high standards of professional video production while, at the same time, creating a product suitable to meet the CLIENT needs. The CLIENT will provide a single source of contact to the PRODUCER to ensure the final film/video meets CLIENT requirements and expectations.

The scope of work will consist of four phases as follows:

- Phase One (approximately 8 weeks)
 - Schedule and conduct on-camera interviews
 - Research for scriptwriting
 - Research and acquisition of film/video footage and photographs
- Phase Two (approximately 10 weeks)
 - Complete initial draft of script
 - CLIENT review of script
 - Incorporate CLIENT script changes
 - Final script complete
 - Completion of acquisition of film/video footage and photographs
- Phase Three (approximately 9 weeks)

- Complete rough edit
- CLIENT review of film
- Incorporate CLIENT changes
- Phase Four (approximately 4 weeks)
 - Complete final edit
 - Complete musical score
 - Complete sound design
 - CLIENT review of film
 - Incorporate CLIENT changes
 - Deliver FINAL film/video to CLIENT

Period of Performance

The period of performance for completion of production is projected to take no more than **31 weeks** from date of contract award. (June 15, 2017 – January 20, 2019)

Ownership

Video footage, transcripts, and similar materials used in the production of the final product and the final product will become the property of the CLIENT and can only be used or distributed with the permission of the CLIENT. This does not include SELLER furnished equipment used in association with this task.

Final Cut/Edit

CLIENT will retain rights to make final decisions concerning the final cut/edit of finished film.

Cost/Pricing

TOTAL COST = \$ 25,000

Price includes all creative and technical aspects of production, including but not limited to: scriptwriting, filming, editing, sound design, and music.

This price is based on a completed film of 28 minutes. Should CLIENT desire the film to be longer, an additional rate of \$900 per finished minute shall be applied to the total cost for every minute beyond 28 minutes.

Price DOES NOT INCLUDE: travel expenses, acquisition and licensing fees of film/video footage, talent fees to interviewees (if necessary), Errors and Omission insurance, and any other fees deemed necessary by CLIENT and not part of the PRODUCER's creative and technical services listed above. All travel expenses shall be paid to PRODUCER by CLIENT in advance of travel (when necessary and agreed upon) or within 10 days of the submission of expense report (as agreed upon in advance between CLIENT and PRODUCER).

PRODUCER warrants that the production shall cost no more than the total cost listed on said budget without prior written consent of the CLIENT. CLIENT reserves the right to increase, not decrease said budget at any time after approval.

Terms of Payment

Payment will be made upon completion of the following milestones:

- 50% (\$12,500) Upon signing of contract
- 30% (\$7,500) Upon approval of Final script
- 20% (\$5,000) Upon delivery of Final product

Submitted on May 22, 2018 by:

PRODUCER

Keith McDaniel d/b/a Secret City Films

115 Bradley Avenue

Oak Ridge, Tennessee 37830

865-742-8783

keith@knoxvillefilmfestival.com

This proposal is valid for 30 days from date of submission.

ABOUT KEITH MCDANIEL d/b/a SECRET CITY FILMS

KEITH MCDANIEL is an award-winning documentary filmmaker and oral historian. For more than 20 years, Keith has been telling the stories of the people and places of East Tennessee. He is the writer and director of THE CLINTON 12 (which has been broadcast numerous times nationally on PBS). THE CLINTON 12 tells the story of the dramatic integration of Clinton High School in 1956. His films SECRET CITY: THE OAK RIDGE STORY Parts 1 & 2 recount the role Oak Ridge played during World War II as part of the effort to create the world's first atomic bomb and the scientific and technical innovations that followed in the decades after the war. VALLEY OF INDEPENDENCE Volumes 1 & 2 tells the history of Grainger County. In addition, Keith has written and directed ROANE STATE COMMUNITY COLLEGE: 40 YEARS OF CLASS, celebrating Roane State's 40th anniversary; OPERATION OPEN SESAME, recalling the story of when the gates to the secret city of Oak Ridge were opened to the public; ALVIN WEINBERG, a biographical documentary about the well-known scientist; as well as a number of other films. He has won numerous awards for his films including many "Best Documentary" awards from film festivals across the country and recognition from the East Tennessee Historical Society for his efforts in documenting East Tennessee history. For the past seven years, Keith has worked with the Center for Oak Ridge Oral History, conducting more than 300 long-form, on-camera interviews for the historical preservation project. In addition to his documentary film work, he is the founder and director of the Knoxville Film Festival (and its predecessor the Secret City Film Festival) and teaches film production at Carson-Newman University. He holds a Bachelor of Arts Degree in Communication Arts from Carson-Newman College. Originally from Kingston, TN, Keith lives with his family in Oak Ridge.

CONTACT INFO

Keith McDaniel d/b/a Secret City Films
115 Bradley Avenue
Oak Ridge, Tennessee 37830
865-742-8783
keith@knoxvillefilmfestival.com

DOCUMENTARY FILMOGRAPHY

ALVIN WEINBERG

Documentary - 60 minutes – Producer/Writer/Director – 2015

ROANE STATE COMMUNITY COLLEGE: 40 YEARS OF CLASS

Documentary - 30 minutes - Producer/Writer/Director – 2011

VALLEY OF INDEPENDENCE: A HISTORY OF GRAINGER COUNTY – PART 2

Documentary - 30 minutes - Producer/Writer/Director – 2012

VALLEY OF INDEPENDENCE: A HISTORY OF GRAINGER COUNTY

Documentary - 30 minutes - Producer/Writer/Director – 2011

THE K-25 STORY

Documentary - 75 minutes - Producer/Writer/Director – 2009

OPERATION OPEN SESAME

Documentary - 30 minutes - Producer/Writer/Director – 2009

THE CLINTON 12

Documentary - 90 minutes - Producer/Writer/Director – 2006

SECRET CITY: THE OAK RIDGE STORY – 1945-2006

Documentary - 90 minutes - Producer/Writer/Director – 2006

SECRET CITY: THE OAK RIDGE STORY – THE WAR YEARS

Documentary - 90 minutes - Producer/Writer/Director – 2005

SIXTY SEASONS: THE OAK RIDGE PLAYHOUSE

Documentary - 60 minutes - Producer/Writer/Director – 2003

STORIES OF OUR HERITAGE: A HISTORY OF ROANE COUNTY, TENNESSEE

Documentary - 60 minutes – Director – 1998

NOTABLE ACHIEVEMENTS

- Winner of six national TELLY AWARDS for excellence in film and video production
- Winner of more than 40 film festival awards for various film projects
- Winner of 15 film festival awards for "The Clinton 12" documentary film (broadcast nationally on PBS)
- Winner of Nashville Public Television HUMAN SPIRIT AWARD for "The Clinton 12"
- Recipient of 2007 Roane State Community College OUTSTANDING ALUMNI AWARD
- Recipient of 2007 All American Film Festival DIRECTOR'S AWARD FOR THE ADVANCEMENT OF INDEPENDENT CINEMA

TITLES

Keith McDaniel

Producer/Owner of Secret City Films

100% of work on this project

SUBCONTRACTORS

Not applicable

SAMPLES OF WORK

VALLEY OF INDEPENDENCE: A HISTORY OF GRAINGER COUNTY, TENNESSEE

<https://vimeo.com/32843153>

ROANE STATE COMMUNITY COLLEGE: 40 YEARS OF CLASS

<https://vimeo.com/35009742>

REFERENCES

SECRET CITY: THE OAK RIDGE STORY Parts 1 & 2

Produced by Secret City Films, Major Funding from City of Oak Ridge, Y-12

D. RAY SMITH, Oak Ridge City Historian

draysmith@comcast.net

865-660-9527

ROANE STATE COMMUNITY COLLEGE: 40 YEARS OF CLASS

Produced for and Funded by Roane State Community College

TAMSIN MILLER

miller@roanestate.edu

865-882-4640

VALLEY OF INDEPENDENCE: A HISTORY OF GRAINGER COUNTY, TENNESSEE

Parts 1 & 2

Produced for and Funded by Grainger County Historical Society

KEN COFFEY, Grainger County Historian

UT215@msn.com

865-767-2333

ALVIN WEINBERG

Produced for and Funded by The Alvin Weinberg Committee

STEVE STOW

shstow@aol.com

865-996-0268

TOWN OF FARRAGUT

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made by and between **Town of Farragut** ("Client") and Keith McDaniel dba Secret City Films ("Contractor") for professional services for the assignment described as follows:

Project: **Creative Services – Historical Productions**

Description of Project: **Community History Video**

1. **Professional Services.** Contractor agrees to perform the following Project Proposal under this Agreement:

See attached for a description of Project Proposal.

2. **Compensation.** Client shall compensate Contractor for the Basic Services as follows: A lump sum fee of **\$25,000 plus up to \$1000 in reimbursable expenses** for licensing fees, travel expenses or other expenses deemed necessary by Client. In addition, Client shall pay Contractor for additional services that may be requested by the Client beyond the Basic Services in accordance with the hourly rate schedule included in the Project Proposal attached to this Agreement.

3. **Schedule.** Contractor shall begin work upon notification of approval of this Agreement by the Board of Mayor and Aldermen and shall complete the work by submitting the final deliverables on or before **January 20, 2019**. The schedule for the various meetings and presentations as outlined in the Basic Services shall be agreed upon by the Client and Contractor before beginning work.

4. **Invoicing and Payments.** Invoices or payment requests shall be submitted to the Client per the schedule in the attached Project Proposal but no more than monthly 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 which it acknowledges can be done consistent with the schedule provided for in the Project Proposal. Time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond Contractor's control. If such

delay or suspension extends more than six (6) months (cumulatively), Contractor's compensation shall be equitably adjusted; provided, however, such adjustment and amendment to this Agreement must be approved by the Board of Mayor and Aldermen before Client is bound.

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 video footage and documents; including interviews, 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. **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.

11. **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.

12. **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.

13. **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:

CONTRACTOR:

Town of Farragut

By: _____

By: _____

Printed
Name: _____

Printed
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Sue Stuhl, Parks & Leisure Services Director

SUBJECT: Approval of Arts and Beautification Committee Charter

INTRODUCTION: The purpose of this agenda item is to approve the attached charter of a new combined Arts and Beautification Committee.

BACKGROUND/DISCUSSION: The Arts Council currently has one member of the committee whose term is not ending. Two other members have asked to be reappointed (although one of these members just indicated a desire to move to the education committee) and two new applications has been received. Staff feels that this committee really needs to have at least seven and preferably nine members to carry on the work in its charter. The Arts Council has many goals that are aligned with the Beautification Committee and members of the Beautification Committee have sponsored art/craft type classes and have or are assisting the Arts Council with some special events. In fact, we have members of the Beautification Committee that are serving as trolley guides for the Pleasant Forest Living History event.

The Beautification Committee typically meets about 4 or 5 times a year. Staff proposes that the new committee meet on a monthly basis (with the exception of July) at a time that they choose at their first meeting in August. Staff also suggests that they break down the work of the combined committee by assigning work items to three subcommittees, much like the Farragut Museum Committee currently does. This limits the amount of work any individual would be responsible for while allowing members to serve on as many subcommittees as they want according to the time and talents.

By merging and expanding these two committees, their responsibilities have been combined for a more streamlined approach to promote beautification and the arts.

STRATEGIC PLAN: The Town of Farragut Strategic Plan lists as a Critical Success Factor Providing Excellent Parks, Recreation, Cultural Amenities and Programs. This merger would allow the committee volunteers to relook at the goals and objectives and realign these with the needs of the community.

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

PROPOSED MOTION: To approve the Arts and Beautification Committee charter and to dissolve the former charters for both the Beautification Committee and the Arts Council.

BOARD ACTION:

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

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



FARRAGUT ARTS & BEAUTIFICATION COMMITTEE CHARTER

ARTICLE I: NAME

The name of this body shall be the **Farragut Arts & Beautification Committee** (hereafter called the “committee”).

ARTICLE II: PURPOSE

The purpose of the committee is to advise and assist the Town of Farragut, its elected officials, citizens and staff, and serve as an advocate in the Town’s decision-making process for artistic and cultural activities; seasonal programs and decorating; and general Town beautification.

ARTICLE III: COMMITTEE

Section I. Number, Terms, Qualifications

The committee shall consist of 13 at-large voting members and one non-voting youth member that will be selected and appointed by the majority of the committee.

- The Parks and Leisure Services Director or his/her designee shall serve as an ex-officio member of this committee and be responsible for providing Town staff support to the committee as she/he deems appropriate.
- The at-large members of the committee shall be appointed for a term of two (2) years.
- The non-voting youth member’s term may be for one school-year term or less depending on the youth member’s availability. The non-voting youth member may be removed from the committee at any time by majority vote of the committee.

Section II. Appointment

- Except for the Parks and Leisure Services Director or his/her designee and the non-voting youth member, all members of the committee shall be appointed by majority vote of the Board of Mayor and Aldermen.

Section III. Committee Responsibilities:

- a) Be subordinate to the Board of Mayor and Aldermen.
- b) Annually establish committee goals and objectives and requested annual funding to the Board of Mayor and Aldermen, through the Town Administrator, for inclusion into the annual budget.
- c) Unilaterally authorize and oversee initiatives, by majority vote of the committee, within the annually allocated committee budget as authorized by the adopted Town Budget. Expenditures shall be authorized by the committee in accordance with the Town purchasing regulations. Expenditures should be related to the responsibilities listed in this charter.
- d) Provide a written annual report to the Board of Mayor and Aldermen at the end of the fiscal year.
- e) Assist in identifying grant opportunities and preparing grant proposals to help fund the Town's artistic and cultural programs and facilities.
- f) Recommend and implement innovative artistic, cultural and beautification programs and events for citizens and the community.
- g) Recommend and implement beautification of the Town Hall, special events and programs during holidays.
- h) Serve as the judges for the annual Farragut Beautification Awards.
- i) Serve as the jury for pieces of art/items proposed for display in the public areas of Farragut Town Hall and assist staff in placement of these pieces of art.

Section IV. Attendance at Meetings

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

Section V. Disclosure of Interests

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

ARTICLE IV. OFFICERS

Section I. Officers

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

Section II. Nomination and Election of Officers

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

Section III. Terms of Officers

Officers of the committee shall be for a term of one year commencing after election. These positions shall be elected by a majority vote of the committee. These positions can be renewed for one additional year (two-year maximum) if elected by a majority of the committee but cannot serve more than two consecutive years in the same position.

Section IV. Vacancies

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

Section V. Chairman

The chairman shall prepare agendas in collaboration with the Parks and Leisure Services Director or his/her designee, preside at all meetings of the committee in accordance with Roberts Rules of Order, call special meetings of the committee, have the authority to cancel called meetings of the committee, provide the annual goals and year-end report to the Board of Mayor and Aldermen, and appoint a subcommittee of the committee as needed.

Section VI. Vice Chairman

In the absence of the chairman, the vice chairman shall perform the duties of the chairman.

Section VII. Secretary

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

ARTICLE V. MEETINGS

Section I. Regular Meetings

The committee shall meet once a month at Town Hall with the time and date to be determined by the committee. The committee shall determine and publish the upcoming year's schedule at the first official meeting of the fiscal year.

Section II. Quorum

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

Section III. Special Meetings

Special meetings may be called by the Chairman or by simple majority of the committee. Notice of a special meeting may be served by delivering it to the committee

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of Resolution R-2018-06, Debt Management Policy

INTRODUCTION: The purpose of this agenda item is to review and approve the Debt Management Policy for the Town of Farragut.

DISCUSSION: In December 2010 the Tennessee State Funding Board adopted a statement on debt management directing governmental entities in Tennessee to draft and adopt their own debt management policies no later than December 31, 2011.

The purpose of this resolution is to review the set of parameters by which debt obligations are undertaken. The policy reinforces the commitment of the Town officials to manage the financial affairs of the Town.

The debt management policy reflects four principles for strong financial management in the public sector:

- Understand the transaction
- Explain to citizens what is being considered
- Avoid conflicts of interest
- Disclose costs and risks

The goal of this policy is to assist decision makers in planning, issuing, and managing debt obligations by providing clear directions as to the steps, substance and outcomes desired. This policy is to be reviewed annual during the budget process.

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

PROPOSED MOTION: To approve Resolution R-2018-06, Debt Management Policy.

BOARD ACTION:

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

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



TOWN OF FARRAGUT

RESOLUTION R-2018-06

Debt Management Policy

WHEREAS, the Tennessee State Funding Board adopted a statement on debt management directing governmental entities in Tennessee to adopt their own debt management policies, and

WHEREAS, the Town of Farragut must review the Debt Policy annually with the Fiscal Year Budget, and

WHEREAS, the goal of this policy is to assist decision makers in planning, issuing, and managing debt obligations by providing clear directions as to the steps, substance and outcomes desired; and

NOW THEREFORE BE IT RESOLVED THAT the Town of Farragut hereby adopts the following policy:

Town of Farragut, TN Debt Policy

The purpose of this debt policy is to establish a set of parameters by which debt obligations will be undertaken by the Town of Farragut, TN. This policy reinforces the commitment of the Town and its officials to manage the financial affairs of the Town so as to minimize risk, avoid conflicts of interest and ensure transparency while still meeting the capital needs of the Town. A debt management policy signals to the public and the rating agencies that the Town is using a disciplined and defined approach to financing capital needs and fulfills the requirements of the State of Tennessee regarding the adoption of a debt management policy.

The goal of this policy is to assist decision makers in planning, issuing and managing debt obligations by providing clear direction as to the steps, substance and outcomes desired. In addition, greater stability over the long-term will be generated by the use of consistent guidelines in issuing debt.

Definition of Debt: All obligations of the Town to repay, with or without interest, in installments and/or at a later date, some amount of money utilized for the purchase, construction, or operation of Town resources. This includes but is not limited to notes, bond issues, capital leases, and loans of any type (whether from an outside source such as a bank or from another internal fund).

Approval of Debt: Bond anticipation notes, capital outlay notes, grant anticipation notes, and tax and revenue anticipation notes will be submitted to the State of Tennessee Comptroller's Office and the Board of Mayor and Aldermen prior to issuance or entering into the obligation. A plan for refunding debt issues will also be submitted to the Comptroller's Office prior to issuance. Capital or equipment leases may be entered into by the Board of Mayor and Aldermen; however, details on the lease agreement will be forwarded to the Comptroller's Office on the specified form within 45 days.

Transparency:

- The Town shall comply with legal requirements for notice and for public meetings related to debt issuance.
- All notices shall be posted in the customary and required posting locations, including as required local newspapers, bulletin boards, and websites.
- All costs (including principal, interest, issuance, continuing, and one-time) shall be clearly presented and disclosed to the citizens, Board of Mayor and Aldermen, and other stakeholders in a timely manner.
- The terms and life of each debt issue shall be clearly presented and disclosed to the citizens/members, Board of Mayor and Aldermen, and other stakeholders in a timely manner.
- A debt service schedule outlining the rate of retirement for the principal amount shall be clearly presented and disclosed to the citizens/members, Board of Mayor and Aldermen, and other stakeholders in a timely manner.

Role of Debt:

- Long-term debt shall not be used to finance current operations. Long-term debt may be used for capital purchases or construction identified through the capital improvement, regional development, transportation, or master process or plan. Short-term debt may be used for certain projects and equipment financing as well as for operational borrowing; however, the Town will minimize the use of short-term cash flow borrowings by maintaining adequate working capital and close budget management.
- In accordance with Generally Accepted Accounting Principles and state law,
 - i. The maturity of the underlying debt will not be more than the useful life of the assets purchased or built with the debt, not to exceed 30 years; however, an exception may be made with respect to federally sponsored loans, provided such an exception is consistent with law and accepted practices.
 - ii. Debt issued for operating expenses must be repaid within the same fiscal year of issuance or incurrence.

Types and Limits of Debt:

- The Town will seek to limit total outstanding debt obligations to the following schedule, excluding overlapping debt, enterprise debt, and revenue debt.

Ratio	Value
General Fund Balance Requirement	30%
Average Life of Total Debt	≤10 Years
Percentage of Principle Paid within 10 years	≥60%
Per Capita Debt/Per Capita Income	≤4%
Debt Service/General Fund Operating Expense	≤12%

- The limitation on total outstanding debt must be reviewed prior to the issuance of any new debt.
- The Town's total outstanding debt obligation will be monitored and reported to the Board of Mayor and Aldermen by the Town Recorder. The Town Recorder shall monitor the maturities and terms and conditions of all obligations to ensure compliance. The Town Recorder shall also report to the Board of Mayor and Aldermen any matter that adversely affects the credit or financial integrity of the Town.
- The Town has issued General Obligation Capital Outlay Notes in the past and is authorized to issue General Obligation bonds, Revenue bonds, TIFs, loans, notes and other debt allowed by law.
- The Town will seek to structure debt with level or declining debt service payments over the life of each individual bond issue or loan.
- As a rule, the Town will not backload, use "wrap-around" techniques, balloon payments or other exotic formats to pursue the financing of projects. When refunding opportunities, natural disasters, other non-general fund revenues, or other external factors occur, the Town may utilize non-level debt methods. However, the use of such methods must be thoroughly discussed in a public meeting and the mayor and governing body must determine such use is justified and in the best interest of the Town.
- The Town may use capital leases to finance short-term projects.

Use of Variable Rate Debt:

- The Town recognizes the value of variable rate debt obligations and that cities have greatly benefitted from the use of variable rate debt in the financing of needed infrastructure and capital improvements.

- However, the Town also recognizes there are inherent risks associated with the use of variable rate debt and will implement steps to mitigate these risks; including:
 1. The Town will annually include in its budget an interest rate assumption for any outstanding variable rate debt that takes market fluctuations affecting the rate of interest into consideration.
 2. Prior to entering into any variable rate debt obligation that is backed by insurance and secured by a liquidity provider, the Board of Mayor and Aldermen shall be informed of the potential affect on rates as well as any additional costs that might be incurred should the insurance fail.
 3. Prior to entering into any variable rate debt obligation that is backed by a letter of credit provider, the Board of Mayor and Aldermen shall be informed of the potential affect on rates as well as any additional costs that might be incurred should the letter of credit fail.
 4. Prior to entering into any variable rate debt obligation, the Board of Mayor and Aldermen will be informed of any terms, conditions, fees, or other costs associated with the prepayment of variable rate debt obligations.
 5. The Town shall consult with persons familiar with the arbitrage rules to determine applicability, legal responsibility, and potential consequences associated with any variable rate debt obligation.

Use of Derivatives:

- The Town chooses not to use derivative or other exotic financial structures in the management of the Town's debt portfolio.
- Prior to any reversal of this provision:
 1. A written management report outlining the potential benefits and consequences of utilizing these structures must be submitted to the Board of Mayor and Aldermen; and
 2. The Board of Mayor and Aldermen must adopt a specific amendment to this policy concerning the use of derivatives or interest rate agreements that complies with the State Funding Board Guidelines.

Costs of Debt:

- All costs associated with the initial issuance or incurrence of debt, management and repayment of debt (including interest, principal, and fees or charges) shall be disclosed prior to action by the Board of Mayor and Aldermen in accordance with the notice requirements stated above.
- In cases of variable interest or non-specified costs, detailed explanation of the assumptions shall be provided along with the complete estimate of total costs anticipated to be incurred as part of the debt issue.
- Costs related to the repayment of debt, including liabilities for future years, shall be provided in context of the annual budgets from which such payments will be funded(i.e. General Obligations bonds in context of the General Fund, Revenue bonds in context of the dedicated revenue stream and related expenditures, loans and notes).

Refinancing Outstanding Debt:

- The Town will refund debt when it is in the best financial interest of the Town to do so, and the Town Administrator shall have the responsibility to analyze outstanding bond issues for refunding opportunities. The decision to refinance must be explicitly approved by the governing body, and all plans for current or advance refunding of debt must be in compliance with state laws and regulations.
- The Town Administrator will consider the following issues when analyzing possible refunding opportunities:
 1. Onerous Restrictions – Debt may be refinanced to eliminate onerous or restrictive covenants contained in existing debt documents, or to take advantage of changing financial conditions or interest rates.
 2. Restructuring for Economic Purposes – The Town will refund debt when it is in the best financial interest of the Town to do so. Such refunding may include restructuring to meet unanticipated revenue expectations, achieve cost savings, mitigate irregular debt service payments, or to release reserve funds. Current refunding opportunities may be considered by the Town Administrator if the refunding generates positive present value savings of at least 4%.
 3. Term of Refunding Issues – The Town will refund bonds within the term of the originally issued debt. However, the Town Administrator may consider maturity extension, when necessary to achieve a desired outcome, provided such extension is legally permissible. The Town Administrator may also consider shortening the term of the originally issued debt to realize greater savings. The remaining useful life of the financed facility and the concept of inter-generational equity should guide this decision.
 4. Escrow Structuring – The Town shall utilize the least costly securities available in structuring refunding escrows. Under no circumstances shall an underwriter, agent or financial advisor sell escrow securities to the Town from its own account.
 5. Arbitrage – The Town shall consult with persons familiar with the arbitrage rules to determine applicability, legal responsibility, and potential consequences associated with any refunding.

Professional Services:

The Town shall require all professionals engaged in the process of issuing debt to clearly disclose all compensation and consideration received related to services provided in the debt issuance process by both the Town and the lender or conduit issuer, if any. This includes “soft” costs or compensations in lieu of direct payments.

- **Counsel:** The Town shall enter into an engagement letter agreement with each lawyer or law firm representing the Town in a debt transaction. (No engagement letter is required for any lawyer who is an employee of the Town or lawyer or law firm which is under a general appointment or contract to serve as counsel to the Town. The Town does not need an engagement letter with counsel not representing the Town, such as underwriters’ counsel.)
- **Financial Advisor:** (If the Town chooses to hire financial advisors) The Town shall enter into a written agreement with each person or firm serving as financial advisor for debt management and transactions.

- Whether in a competitive sale or negotiated sale, the financial advisor shall not be permitted to bid on, privately place or underwrite an issue for which they are or have been providing advisory services for the issuance or broker any other debt transactions for the Town
- Underwriter: (If there is an underwriter) The Town shall require the Underwriter to clearly identify itself in writing (e.g., in a response to a request for proposals or in promotional materials provided to an issuer) as an underwriter and not as a financial advisor from the earliest stages of its relationship with the Town with respect to that issue. The Underwriter must clarify its primary role as a purchaser of securities in an arm's-length commercial transaction and that it has financial and other interests that differ from those of the Entity. The Underwriter in a publicly offered, negotiated sale shall be required to provide pricing information both as to interest rates and to takedown per maturity to the Board of Mayor and Aldermen in advance of the pricing of the debt.

Conflicts:

- Professionals involved in a debt transaction hired or compensated by the Town shall be required to disclose to the Town existing client and business relationships between and among the professionals to a transaction (including but not limited to financial advisor, swap advisor, bond counsel, swap counsel, trustee, paying agent, liquidity or credit enhancement provider, underwriter, counterparty, and remarketing agent), as well as conduit issuers, sponsoring organizations and program administrators. This disclosure shall include that information reasonably sufficient to allow the Town to appreciate the significance of the relationships.
- Professionals who become involved in the debt transaction as a result of a bid submitted in a widely and publicly advertised competitive sale conducted using an industry standard, electronic bidding platform are not subject to this disclosure. No disclosure is required that would violate any rule or regulation of professional conduct.

Review of Policy:

This policy shall be reviewed at least annually by the Board of Mayor and Aldermen with the approval of the annual budget. Any amendments shall be considered and approved in the same process as the initial adoption of this Policy, with opportunity for public input.

Compliance:

The Town Recorder is responsible for ensuring compliance with this policy.

TCA References: TCA 7, Part 9 – Contracts, Leases, and Lease Purchase Agreements

TCA 9, Part 21 – Local Government Public Obligations Law

This Resolution is duly adopted by the Board of Mayor and Aldermen of the Town of Farragut on this 14th day of June 2018.

Dr. Ralph McGill, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of Resolution R-2018-07, FY2019 Fee Schedule

INTRODUCTION:

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

DISCUSSION:

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

Parks & Leisure Services

- Late Fee, \$50 or 10% of invoice (whichever is greater)
Field Allocation Groups are billed for the season in 3 installments; 1/3 before the season begins; 1/3 mid-way through the season; 1/3 minus rain-outs or plus added field use time after the season has finished
- Excessive Trash or Rule Violation Fee, \$100 per event
 - Groups who leave excessive trash in the area around the fields or on the fields
 - Groups who are breaking the regulations for the synthetic turf fields or general park use (beer, glass, etc.)
- Concession Fee, Per Vendor/All Weekend, \$20 per day
The fee in FY2018 was \$40 per weekend but now have some one day tournaments. Also need to change to be consistent with the food vendor ordinance.

RECOMMENDATION BY: Town Recorder/Treasurer Allison Myers for approval

PROPOSED MOTION: To approve Resolution R-2018-07, FY2019 Fee Schedule

BOARD ACTION:

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

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



TOWN OF FARRAGUT

RESOLUTION R-2018-07

WHEREAS, the Board of Mayor and Aldermen desires to establish a general fee schedule for Fiscal Year 2019, setting the necessary fees for all Town services and collection of Town accounts and expenditures, including but not limited to application, filing, license and permit fees; and

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

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

This Resolution is duly adopted by the Board of Mayor and Aldermen of the Town of Farragut on this 14th day of June 2018.

Dr. Ralph McGill, Mayor

Allison Myers, Town Recorder

FY2019 Fee Schedule

		<u>Approved Fee</u>
<u>Administration</u>		
Beer Permit		\$250
Beer Permit Privilege Tax		\$100
Retail Liquor Store Application		\$300
Liquor Privilege Tax		
	Private Club	\$300
	Hotel & Motel	\$1,000
	<u>Restaurants, according to seating</u>	
	75-125 seats	\$600
	126-175 seats	\$750
	176-225 seats	\$800
	226-275 seats	\$900
	276 seats & over	\$1,000
Wine Only Privilege Tax		\$120
Solicitation Permit		\$15
Records Request/Copies	Black & White 8 1/2 X 11	\$0.15
(see Section 1-307 of Farragut Municipal Code)	Color 8 1/2 X 11 or 8 1/2 X 14	\$0.50
	Color 36 X 24	\$5
	Larger copies	Cost of production
	Labor to fill request	Charges based on employee hourly rate and time to fulfill request
<u>Engineering</u>		
Drainage Fee		
	Commercial/Office Development	\$0.02 per square foot of impervious surface
	Residential Development	\$30 per subdivision lot

<u>Community Development</u>		<u>Approved Fee</u>
	Illegal Parking (in fire lanes)	\$25
	Special Events Permit	\$25
	Temporary Sign	\$25
	Food Truck, per truck/per day	\$20
	Zoning Letter	\$25
	Trailblazer Signs	\$250
	Licensing Fee	\$100
	Grand Opening security deposit	\$300
	Grand Opening Permit	\$25
	Celebratory Events Permit	\$25
Building Permits	The permit fees are per the "Building Valuation Data", which is provided by the International Code Council and the total valuation as follows:	
	Total Valuation:	
	\$1,000 and less	No fee, unless inspection required, in which case a \$25 fee for each inspection shall be charged
	\$1,001 to \$50,000	\$25.00 for the first \$1,000, plus \$6.50 for each additional thousand or fraction thereof, to and including \$50,000.
	\$50,001 to \$100,000	\$340 for the first \$50,000, plus \$5.25 for each additional thousand or fraction thereof, to and including \$100,000.
	\$100,001 to \$500,000	\$600 for the first \$100,000, plus \$4.00 for each additional thousand or fraction thereof, to and including \$500,000.
	\$500,001 and up	\$2,260 for the first \$500,000, plus \$2.60 for each additional thousand or fraction thereof.

<u>Community Dev Continued</u>		<u>Approved Fee</u>
Plumbing Permit		\$35, plus \$5.00 for each fixture
Gas Permit		\$35 for first tap, plus \$5.00 for each additional tap
Mechanical Permit-Commercial		\$35 for first \$1,000, per total value of installation, plus \$5.00 for each additional thousand or fraction thereof.
	Boilers (any occupancy)	\$10.00 plus
	33,000 Btu (IBHp) to 165,000 (5BHp)	\$5.00
	165,001 Btu (5BHp) to 333,000 (BHp)	\$10.00
	333,001 (10BHp) to 1,165,000 (52BHp)	\$15.00
	1,165,001 (52BHp) to 3,300,000 (98BHp)	\$25.00
	over 3,300,000	\$35.00
Mechanical Permit-Residential		\$35, plus \$35 per unit
Swimming Pool Permit		
	Public Pool	Per total value of construction as per building permit
	Private pool (one & two family)	Per total value of construction
	Pool fillings system, including backflow prevention	\$1.50 ea
	Gas piping system (separate gas permit)	See Gas Permit
	Backwash receptor	\$1.50 ea
Demolition Permit (for demolition of any building or structure)		
	0-100,000 cu. Ft.	\$100
	100,001 cu. Ft. and over	\$1.00/1,000 cu. Ft.
Moving Permit (for moving any building or structure)		\$100, plus any applicable bonds
Re-Inspection Fee		\$50 for 1st re-inspection and \$100 for 2nd re-inspection and \$200 for re-inspections of the same failure beyond the 2nd re-inspection.

Plan Review Fee		Fee is one half of the calculated Building Permit Fee, which is to be paid at the time of plan submittal. One and two family dwellings are exempt. This fee includes an initial submittal and one correction submittal. All additional submittals will require a \$250 re-submittal fee.
Re-submittal Plans Review Fee		Re-submittal fees are a minimum of \$250 or one half of the calculated building permit fee based on the difference between the original building value and the revised building value, whichever is greater.
Fire Prevention Fee		
	Fire Sprinkler System Permit	\$0.02 per sq. ft. or \$100 (whichever is greater)
	Fire Alarm System Permit	\$0.02 per sq. ft. or \$100 (whichever is greater)
	All other permits	\$50.00
Subdivision Fees		
	Concept Plan	\$100
	Preliminary Plat	\$100 plus \$25/lot
	Final Plat	\$100 plus \$25/lot
Site Plan Fees		\$100
Landscape Plan Fees		\$50
Zoning Ordinance & Subdivision Regulations Text Amendment Fees	Amend written text	\$250
Zoning Map Amendment Fees	Amend map	\$300
Comprehensive Land Use Plan Amendment	Amend text or map	\$300
Municipal Code Text Amendment Fee		\$250
Sign Fees	Application to erect a sign.	\$100
	Replacement or installation of a sign erected prior to obtaining approval by the Town	\$200
Home Occupation Fee		\$50
Administrative Relief, Variance, and Special Exception		\$100
Everett Road Corridor Fee		Ordinance 14-19

<u>Parks & Leisure Services</u>		<u>Approved Fee</u>
<u>Facility</u>		
Community Room/Board Room Rental		\$20 per hour; \$30 with kitchen
Picnic/Pavilions Rental	Essex (AP); Burnside (CSP)	\$25 half day/ \$40 full day
	Hartford & Saratoga (AP); Longstreet (CSP)	\$45 half day/\$80 full day
	McFee Small	\$60 half day/\$100 full day
	McFee Large	\$70 half day/\$120 full day
Athletic, Effective March 1, 2018	Fields (Diamond & Rectangular)	\$20 per hour
	Fields (Artificial Turf)	\$40 per hour
	Softball Fees	\$325 per team
	Competitive, Recreational & Intermediate Volleyball Fees	\$165 per team
	Open Volleyball Fees	\$150 per team
	Late Fee (Invoices for Field Use)	\$50 or 10% of invoice (whichever is greater)
	Excessive Trash or Rule Violation Fee	\$100 per event
Field Closed Non Compliant Fee		\$100 per event
For-Profit/Park Usage Fee	Professional Photographers, For profit classes, Trainers, Etc.	\$25 per hour
Tournament Usage Fee	Grass Field/Volleyball Complex	\$85 half day/\$150 full day
	Synthetic Turf Field	\$170 half day/\$300 full day
Concession Fee	Per Vendor/All Weekend	\$20 per day
Special Event Park Use Fee - Founders Park Only		\$200 per 4 hours; \$50 per hour for each additional hour

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl W. Smith, PE

SUBJECT: Approval of Bids for Contract 2018-09, Traffic Signal Improvements

INTRODUCTION: The purpose of this agenda item is to consider bids and award a contract for improvements to traffic signals at various locations to the selected contractor.

BACKGROUND: In 2015 the Town entered into an agreement with the Tennessee Department of Transportation for development of this project. The project includes traffic counts and retiming of all the Town's 26 traffic signals, as well as addition of several signal hardware improvements at various locations. The Town selected Cannon & Cannon as our engineering consultant at that time, and all counts and retiming have been completed. The remaining phase of this project now includes installation of minor hardware upgrades, including flashing yellow arrows for left turns. This modification provides a more intuitive display for motorists turning left at intersections, and we've used this design for the Kingston Pike/Virtue Road intersection in 2016. This contract will provide hardware improvements on Kingston Pike at the intersections of Everett Road, Brooklawn Street, Lendon Welch Way, and Concord/West End Blvd. Other intersections include Campbell Station Road at the intersections of Parkside/Grigsby Chapel, Interstate 40/75 and Snyder Road. All intersections will eventually transition to this improved design with our next (much larger) CMAQ-funded project.

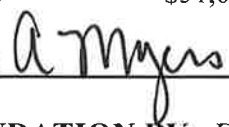
This project is funded through the Congestion Mitigation and Air Quality Improvement (CMAQ) program. All costs are 100% reimbursable, with no local match required. The project is coordinated through TDOT's Local Programs Development office, though the Town's staff and consultant will manage this phase.

We received only one bid for Contract 2018-09 on April 27, and I've attached the bid form and contract from Progression Electric, LLC's submission. Progression Electric's unit prices are well within those we typically see on roadway projects, with a total cost of \$51,045.93. Staff has worked with Progression Electric for many years, and we've always enjoyed a good working relationship.

FINANCIAL SECTION:

Project: Contract 2018-09, Traffic Signal Improvements

<u>Total Budget</u>	<u>Contract Amount</u>	<u>Contracted to Date</u>	<u>Remaining Amount</u>
\$258,000	\$51,045.93	\$165,000	\$41,954.07

Approved By: 

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

PROPOSED MOTION: Approval of bids and award of Contract 2018-09 to Progression Electric, LLC.

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	_____	_____	_____	_____	_____

TOWN OF FARRAGUT, TENNESSEE

CONTRACT NO. 2018-09

This agreement is made and executed in three (3) originals, between the TOWN OF FARRAGUT, and _____ hereinafter referred to as the "Contractor."

WITNESSETH

The TOWN OF FARRAGUT did advertise for, receive and accept a bid from the Contractor for work on the above identified contract.

In consideration of the agreements herein contained, to be performed by the parties hereto and of the payments hereafter agreed to be made, it is mutually agreed by both parties that:

1. The contract between the parties consists of the following "Contract Documents" all of which constitute one instrument:
 - (a) the Instructions to Bidders
 - (b) the Proposal
 - (c) all conditions and terms of this Contract form
 - (d) the Contract Payment & Performance Bond and/or Letter of Credit, where applicable
 - (e) the most current version of the *Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction* (herein referred to as *TDOT Standard Specifications*)
 - (f) Supplemental Specifications
 - (g) Revisions and Additions
 - (h) Special Provisions
 - (i) Addenda
 - (j) The most current version of the TDOT Standard Drawings
 - (k) The Contract Plans,
 - (l) The Work Order
 - (m) Construction Changes
 - (n) Supplemental Agreements

All of the provisions contained in the listed Contract Documents are incorporated herein by reference with the same force and effect as though set out in full.

2. The Contract Documents are intended to be complementary and to describe and provide for a complete work. Requirements in one of these are as binding as if occurring in all of them. In case of discrepancy, Supplemental Specifications will govern over the TDOT Standard Specifications; the TDOT Standard Specifications will govern over the local government standard specifications; the Contract Plans will govern over both Supplemental and Standard Specifications, and Special Provisions will govern over both Plans and Specifications. In interpreting Plans, calculated dimensions will govern over scaled dimensions. Contract Plans, typical cross sections and approved working drawings will govern over Standard Drawings.
3. The Contractor agrees to furnish all materials, equipment, machinery, tools and labor and to perform the work required to complete the project in a thorough and

workmanlike manner, to the satisfaction of the appropriate official of the TOWN OF FARRAGUT.

4. The TOWN OF FARRAGUT agrees to pay to the Contractor such unit prices for the work actually done as are set out in the accompanying proposal, in the manner provided for in the TDOT Standard Specifications, Supplemental Specifications and applicable Special Provisions.
5. The Contractor shall, at all times, observe and comply with all applicable federal, state and local laws, ordinances and regulations and shall indemnify and hold harmless the TOWN OF FARRAGUT and all of its officers, agents and servants against any claim of liability or assessment of fines or penalties arising from or based upon the Contractor's and/or its employees' violations of any such law ordinance or regulation. The Contractor shall maintain documentation for all charges against the TOWN OF FARRAGUT under this Contract. The books, records and documents of the Contractor insofar as they relate to the work performed or money received under this contract shall be maintained for a period of seven (7) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the TOWN OF FARRAGUT, the State, the Comptroller of the Treasury, the Tennessee Department of Transportation, or their duly appointed representatives.
6. The Contractor shall be responsible for any and all injury or damage to persons or to property arising from the prosecution of the work and due to any act, omission, neglect or misconduct in its manner or method of prosecuting the work or due to its non-execution of the work or due to defective work or materials. The Contractor shall provide proof of adequate and appropriate general liability insurance providing liability coverage in an amount not less than \$1 million dollars per occurrence and \$300,000 per claimant, naming the TOWN OF FARRAGUT as an additional insured.
7. The Contractor shall indemnify and hold harmless the TOWN OF FARRAGUT and all of its officers, agents and employees from all suits, actions or claims of any character arising from the Contractor's acts or omissions in the prosecution of the work, use of unacceptable materials in constructing the work, infringement of patent, trade mark or copyright, or claims for Workers' Compensation. If any such suit, action or claim is filed, the TOWN OF FARRAGUT may retain from the monies due to the Contractor under this Contract a sum deemed sufficient by the TOWN OF FARRAGUT to protect the TOWN OF FARRAGUT from loss therefrom. Upon resolution of the suit, action or claim, any remaining retained funds will be released.
8. Upon execution of this Contract, the Contractor shall be prepared to begin the work to be performed under the Contract, but will not proceed until it has received official "Notice to Proceed". This official notice will stipulate the date upon which it is expected that the Contractor will begin his work, and from which date the working days tabulated against its time limit will begin. All other requirements in regard to the beginning of construction set forth in the Proposal and Special Provisions will date from the official notice.

IN WITNESS WHEREOF, the parties hereto have cause this Contract to be signed and executed by their respective authorized agents or officials.

_____ Contractor 1	_____ Contractor 2*
By: _____	By: _____
_____ Print Name and Title	_____ Print Name and Title
_____ Date	_____ Date

TOWN OF FARRAGUT, TENNESSEE

This Contract is accepted _____ day of _____,
this _____
and is effective on the _____ day of _____.

[CITY/COUNTY Official]

Approved:

TOWN OF FARRAGUT Attorney

***NOTE:** The signature and information for Contractor 2 is to be provided when there is a joint venture.

BID FORM

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
712-01	TRAFFIC CONTROL	1	LS	3252.64	3252.64
712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	50	EACH	35.63	1781.50
712-05.03	WARNING LIGHTS (TYPE C)	50	EACH	31.25	1562.50
712-06	SIGNS (CONSTRUCTION)	402	SF	9.38	3770.76
712-08.03	ARROW BOARD (TYPE C)	2	EACH	2886.98	5773.96
713-15.36	REMOVE SIGN, SUPPORT & FOOTING	8	EACH	46.80	374.40
713-16.20	SIGNS (R10-12, MODIFIED)	9	EACH	224.61	2021.49
713-20.30	SIGN ADJUSTMENTS	1	EACH	211.76	211.76
717-01	MOBILIZATION	1	LS	5000.00	5000.00
730-01.02	REMOVAL OF SIGNAL EQUIPMENT	10	EACH	70.32	703.20
730-02.09	SIGNAL HEAD ASSEMBLY (130 WITH BACKPLATE)	8	EACH	703.51	5628.08
730-02.30	SIGNAL HEAD ASSEMBLY (130 A3F WITH BACKPLATE)	9	EACH	867.82	7810.38
730-02.41	SIGNAL HEAD MODIFICATION (RELOCATE SIGNAL HEAD)	12	EACH	396.06	4752.72
730-02.42	SIGNAL HEAD MODIFICATION (REPLACE LENS)	13	EACH	95.17	1237.21
730-08.03	SIGNAL CABLE - 7 CONDUCTOR	1985	LF	2.45	4863.25
730-15.11	MODIFY CABINET (1 FLASHING YELLOW ARROW)	5	EACH	250.56	1252.80
730-15.12	MODIFY CABINET (2 FLASHING YELLOW ARROWS)	2	EACH	454.08	908.16
730-15.13	MODIFY CABINET (CHANGE PHASING)	1	EACH	141.12	141.12

TOTAL BID \$ 51045.93

TOTAL BID IN WORDS Fifty-one thousand, forty-five dollars
and ninety-three cents

PROPOSAL CERTIFICATION

The undersigned, being first duly sworn, certifies on behalf of the bidder that it has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Proposal or Contract. This is an official document that is required or authorized by law to be made under oath and is presented in an official proceeding. A person who makes a false statement in this certification is subject to the penalties of perjury.

The undersigned further certifies that said bidder is not under the control of any person, firm, partnership, or corporation, which has or exercises any control of any other person, firm, partnership, or corporation, which is submitting a bid on this Contract.

Progression Electric LLC Sworn to and subscribed before me
Bidder (1)
By: Billy D. Medley this 27th day of April 2018
Billy D. Medley, V.P. [Signature]
Printed Name and Title Notary Public
My commission expires 6-2-18

(Seal)

Sworn to and subscribed before me
Bidder (2)
this _____ day of _____
By: _____

Printed Name and Title Notary Public
My commission expires _____

(Seal)

INDEX OF SHEETS

SEE SHEET 1A

FED. AID PROJ. NO. : CH-4700(58)
STATE PROJ. NO. : 47LPLM-F3-110
PIN: 123728.00
LOCALLY MANAGED PROJECT
LOCALLY LET PROJECT



**KNOX COUNTY
TOWN OF FARRAGUT, TENNESSEE
FARRAGUT TRAFFIC SIGNAL
IMPROVEMENT PROJECT**

THIS PROJECT DOES NOT
REQUIRE ANY R.O.W.
ACQUISITION OR EASEMENTS

THIS PROJECT TO BE CONSTRUCTED UNDER THE
STANDARD SPECIFICATIONS OF THE TENNESSEE
DEPARTMENT OF TRANSPORTATION DATED JANUARY 4,
2015 AND ADDITIONAL SPECIFICATIONS AND SPECIAL
PROVISIONS CONTAINED IN THE PLANS AND IN THE
PERSONAL CONTRACT.

PROPOSALS MAY BE REJECTED IF ANY OF THE UNIT PRICES
CONTAINED THEREIN ARE OBVIOUSLY UNBALANCED,
EITHER EXCESSIVE OR BELOW THE REASONABLE COST
ANALYSIS VALUE.



TOWN OF FARRAGUT ENGINEERING DEPARTMENT
11408 MUNICIPAL CENTER DRIVE
FARRAGUT, TENNESSEE 37934

TOWN OF FARRAGUT PUBLIC WORKS FACILITY
727 FRETZ ROAD
FARRAGUT, TENNESSEE 37934

NO EXCLUSIONS
NO EQUATIONS

 CONSULTING ENGINEERS - FIELD SURVEYORS PO BOX 855085 KNOXVILLE, TN 37985 www.cannon-cannon.com	
TOWN OF FARRAGUT	
FARRAGUT TRAFFIC SIGNAL IMPROVEMENT PROJECT	
TITLE SHEET	
	1

ENCLOSURE PILE
ENCLOSURE ROAD
OLD VANDERBILT ROAD



VIRGIL ROAD

SOUTH HILLS

P. F. FLETCHER ROAD

ENCLOSURE ROAD - VANDERBILT JUNCTION

MUNICIPAL CENTER DRIVE

BROOKLAWN STREET

CAMPBELL STATION ROAD

ENCLOSURE ROAD

SHOPPING CENTER

WINDSTON PIKE

OLD COLONY PARKWAY

PARTISAN DRIVE

WILSON ROAD

ENCLOSURE ROAD - VANDERBILT JUNCTION

SAVOY ROAD

CAMPBELL STATION ROAD

ENCLOSURE ROAD - VANDERBILT JUNCTION

ENCLOSURE ROAD

ENCLOSURE ROAD

LEGEND



XX 14, 15-17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

NOT TO SCALE

 CONTRACTING ENGINEERING PLANNING SURVEYING 1000 S. 10TH AVE. 1000 S. 10TH AVE. KANSAS CITY, MO 64108 KANSAS CITY, MO 64108	
TOWN OF FAIRBURY	
FAIRBURY TRAFFIC SIGNAL IMPROVEMENT PROJECT	
KEY MAP	
	SHEET NO. 4 OF 4 DATE: 12-18-11 DRAWN BY: [blank] CHECKED BY: [blank]

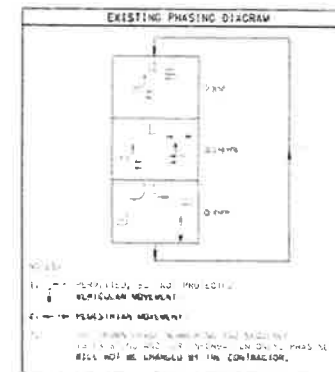
CONSTRUCTION NOTES

1. ALL SIGNAL HEADS SHALL BE 18" DIA. AND 12" HIGH.
2. ALL SIGNAL HEADS SHALL BE 12" DIA. AND 12" HIGH.
3. ALL SIGNAL HEADS SHALL BE 12" DIA. AND 12" HIGH.
4. ALL SIGNAL HEADS SHALL BE 12" DIA. AND 12" HIGH.
5. ALL SIGNAL HEADS SHALL BE 12" DIA. AND 12" HIGH.

PROPOSED SIGNAL HEADS



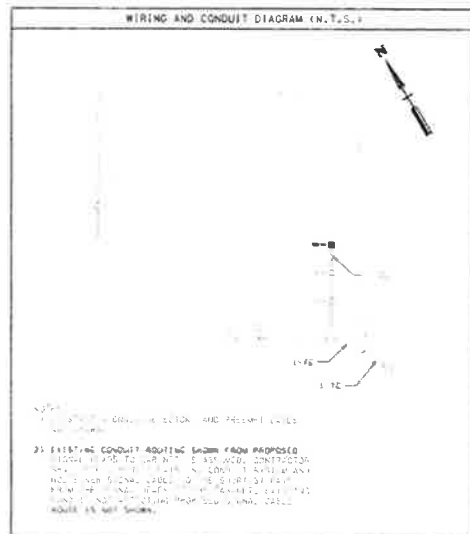
PROPOSED SIGNS



EXISTING LEGEND

- 1. PHASING, SIGNAL HEAD, AND PROPOSED SIGNAL HEAD MOVEMENT.
 - 2. PHASING, SIGNAL HEAD, AND PROPOSED SIGNAL HEAD MOVEMENT.
 - 3. PHASING, SIGNAL HEAD, AND PROPOSED SIGNAL HEAD MOVEMENT.
 - 4. PHASING, SIGNAL HEAD, AND PROPOSED SIGNAL HEAD MOVEMENT.
 - 5. PHASING, SIGNAL HEAD, AND PROPOSED SIGNAL HEAD MOVEMENT.
- PROPOSED LEGEND
- 1. PHASING, SIGNAL HEAD, AND PROPOSED SIGNAL HEAD MOVEMENT.
 - 2. PHASING, SIGNAL HEAD, AND PROPOSED SIGNAL HEAD MOVEMENT.
 - 3. PHASING, SIGNAL HEAD, AND PROPOSED SIGNAL HEAD MOVEMENT.

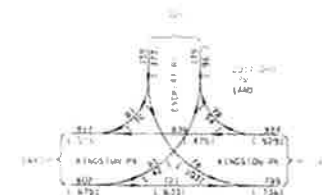
WIRING AND CONDUIT DIAGRAM (N.T.S.)



EVERETT ROAD

KINGSTON ROAD

KINGSTON ROAD



CANNON & CANNON INC.
CONSULTING ENGINEERS - FIELD SURVEYORS
P.O. BOX 1000000 | 1000 Kingston Road
www.cannonandcannon.com | Kingston, TN 37060

TOWN OF FARRAGUT

FARRAGUT TRAFFIC SIGNAL IMPROVEMENT PROJECT

**PROPOSED SIGNAL LAYOUT
KINGSTON ROAD AT
EVERETT ROAD**

	DATE	10/24/2014
	BY	11/11/14
	SCALE	AS SHOWN
	BY	11/11/14
5		

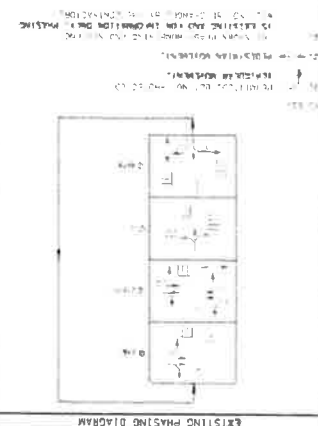
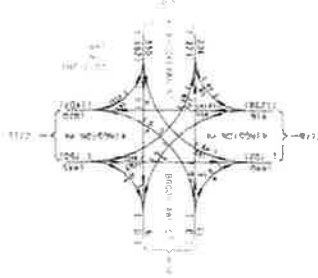


**PROPOSED SIGNAL LAYOUT
KINGSTON PIKE AT
BROOKLAWN STREET**

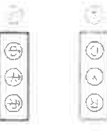
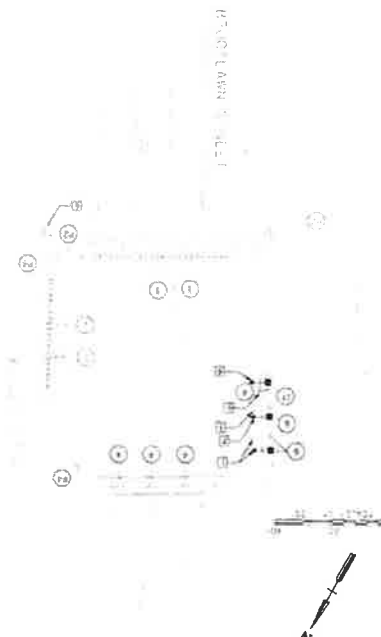
IMPROVEMENT PROJECT

TOWN OF FARMINGTON

CANNON & CANNON INC.
CONSULTING ENGINEERS
1000 E. 10TH AVE. SUITE 100
FARMINGTON, CT 06030
TEL: 860-676-1234
FAX: 860-676-1235
WWW.CANNON-AND-CANNON.COM



- EXISTING LEGEND**
- Signal Masthead
 - Signal Head
 - Signal Head (Left)
 - Signal Head (Right)
 - Signal Head (Through)
 - Signal Head (Left Turn)
 - Signal Head (Right Turn)
 - Signal Head (Through & Left Turn)
 - Signal Head (Through & Right Turn)
 - Signal Head (Left Turn & Right Turn)
 - Signal Head (Through & Left Turn & Right Turn)
- PROPOSED LEGEND**
- Signal Masthead
 - Signal Head
 - Signal Head (Left)
 - Signal Head (Right)
 - Signal Head (Through)
 - Signal Head (Left Turn)
 - Signal Head (Right Turn)
 - Signal Head (Through & Left Turn)
 - Signal Head (Through & Right Turn)
 - Signal Head (Left Turn & Right Turn)
 - Signal Head (Through & Left Turn & Right Turn)

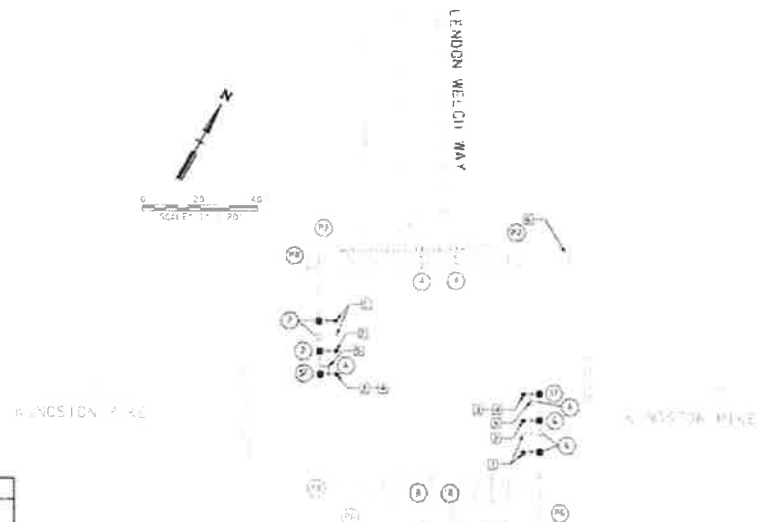


- CONSTRUCTION NOTES**
- Signal Masthead to be installed on the existing structure.
 - Signal Head to be installed on the existing structure.
 - Signal Head (Left) to be installed on the existing structure.
 - Signal Head (Right) to be installed on the existing structure.
 - Signal Head (Through) to be installed on the existing structure.
 - Signal Head (Left Turn) to be installed on the existing structure.
 - Signal Head (Right Turn) to be installed on the existing structure.
 - Signal Head (Through & Left Turn) to be installed on the existing structure.
 - Signal Head (Through & Right Turn) to be installed on the existing structure.
 - Signal Head (Left Turn & Right Turn) to be installed on the existing structure.
 - Signal Head (Through & Left Turn & Right Turn) to be installed on the existing structure.

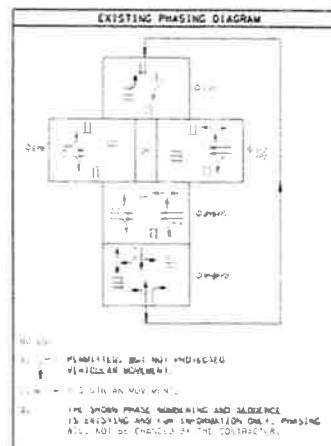
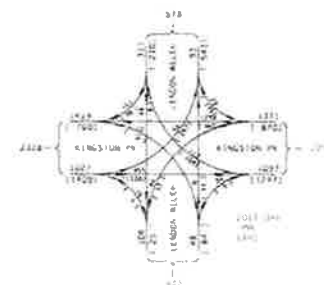


[illegible]

 010-17 10024 1102
 30-36
 A



EXISTING CONTROLLER RING DIAGRAM				
1	2	3	4	5
1	4	3	2	1
4	3	2	1	4
3	2	1	4	3
2	1	4	3	2
1	4	3	2	1
4	3	2	1	4
3	2	1	4	3
2	1	4	3	2
1	4	3	2	1
4	3	2	1	4
3	2	1	4	3
2	1	4	3	2
1	4	3	2	1
4	3	2	1	4
3	2	1	4	3
2	1	4	3	2
1	4	3	2	1
4	3	2	1	4
3	2	1	4	3
2	1	4	3	2
1	4	3	2	1
4	3	2	1	4
3	2	1	4	3
2	1	4	3	2
1	4	3	2	1
4	3	2	1	4
3	2	1	4	3
2	1	4	3	2
1	4	3	2	1
4	3	2	1	4
3	2	1	4	3
2	1	4	3	2
1	4	3	2	1
4	3	2	1	4
3	2	1	4	3
2	1	4	3	2
1	4	3	2	1
4	3	2	1	4
3	2	1	4	3
2	1	4	3	2
1	4	3	2	1
4	3	2	1	4
3	2	1	4	3
2	1	4	3	2
1	4	3	2	1
4	3	2	1	4
3	2	1	4	3
2	1	4	3	2
1	4	3	2	1
4	3	2	1	4
3	2	1	4	3
2	1	4	3	2
1	4	3	2	1
4	3	2	1	4
3	2	1	4	3
2	1	4	3	2
1	4	3	2	1
4	3	2	1	4
3	2	1	4	3
2	1	4	3	2
1	4	3	2	1
4	3	2	1	4
3	2	1	4	3
2	1	4	3	2
1	4	3	2	1
4	3	2	1	4
3	2	1	4	3
2	1	4	3	2
1	4	3	2	1
4	3	2	1	4
3	2	1	4	3
2	1	4	3	2
1	4	3	2	1
4	3	2	1	4
3	2	1	4	3
2	1	4	3	2
1	4	3	2	1
4	3	2	1	4
3	2	1	4	3
2	1	4	3	2
1	4	3	2	1
4	3	2	1	4
3	2	1	4	3
2	1	4	3	2
1	4	3	2	1
4	3	2	1	4
3	2	1	4	3
2	1	4	3	2
1	4	3	2	1
4	3	2	1	4
3	2	1	4	3
2	1	4	3	2
1	4	3	2	1
4	3	2	1	4
3	2	1	4	3
2	1	4		

[illegible][illegible]

NO. 1151000		DATE
 CANNON & CANNON INC. CONSULTING ENGINEERS FIELD DIVISION 10. 855.570.8556 8540 Ridgeway Plaza Houston, TX 77053		
PROJECT: TOWN OF FAIRBANKS FAIRBANKS TRAFFIC SIGNAL IMPROVEMENT PROJECT PROPOSED SIGNAL LAYOUT KINGSTON PIKE AT LONDON WELCH WAY		
	1ST PRINTED BY: JUNE 2004 2ND PRINTED BY: JUNE 2004 3RD PRINTED BY: JUNE 2004 4TH PRINTED BY: JUNE 2004 5TH PRINTED BY: JUNE 2004 6TH PRINTED BY: JUNE 2004 7TH PRINTED BY: JUNE 2004 8TH PRINTED BY: JUNE 2004 9TH PRINTED BY: JUNE 2004 10TH PRINTED BY: JUNE 2004 11TH PRINTED BY: JUNE 2004 12TH PRINTED BY: JUNE 2004 13TH PRINTED BY: JUNE 2004 14TH PRINTED BY: JUNE 2004 15TH PRINTED BY: JUNE 2004 16TH PRINTED BY: JUNE 2004 17TH PRINTED BY: JUNE 2004 18TH PRINTED BY: JUNE 2004 19TH PRINTED BY: JUNE 2004 20TH PRINTED BY: JUNE 2004 21TH PRINTED BY: JUNE 2004 22TH PRINTED BY: JUNE 2004 23TH PRINTED BY: JUNE 2004 24TH PRINTED BY: JUNE 2004 25TH PRINTED BY: JUNE 2004 26TH PRINTED BY: JUNE 2004 27TH PRINTED BY: JUNE 2004 28TH PRINTED BY: JUNE 2004 29TH PRINTED BY: JUNE 2004 30TH PRINTED BY: JUNE 2004 31TH PRINTED BY: JUNE 2004 32TH PRINTED BY: JUNE 2004 33TH PRINTED BY: JUNE 2004 34TH PRINTED BY: JUNE 2004 35TH PRINTED BY: JUNE 2004 36TH PRINTED BY: JUNE 2004 37TH PRINTED BY: JUNE 2004 38TH PRINTED BY: JUNE 2004 39TH PRINTED BY: JUNE 2004 40TH PRINTED BY: JUNE 2004 41TH PRINTED BY: JUNE 2004 42TH PRINTED BY: JUNE 2004 43TH PRINTED BY: JUNE 2004 44TH PRINTED BY: JUNE 2004 45TH PRINTED BY: JUNE 2004 46TH PRINTED BY: JUNE 2004 47TH PRINTED BY: JUNE 2004 48TH PRINTED BY: JUNE 2004 49TH PRINTED BY: JUNE 2004 50TH PRINTED BY: JUNE 2004 51TH PRINTED BY: JUNE 2004 52TH PRINTED BY: JUNE 2004 53TH PRINTED BY: JUNE 2004 54TH PRINTED BY: JUNE 2004 55TH PRINTED BY: JUNE 2004 56TH PRINTED BY: JUNE 2004 57TH PRINTED BY: JUNE 2004 58TH PRINTED BY: JUNE 2004 59TH PRINTED BY: JUNE 2004 60TH PRINTED BY: JUNE 2004 61TH PRINTED BY: JUNE 2004 62TH PRINTED BY: JUNE 2004 63TH PRINTED BY: JUNE 2004 64TH PRINTED BY: JUNE 2004 65TH PRINTED BY: JUNE 2004 66TH PRINTED BY: JUNE 2004 67TH PRINTED BY: JUNE 2004 68TH PRINTED BY: JUNE 2004 69TH PRINTED BY: JUNE 2004 70TH PRINTED BY: JUNE 2004 71TH PRINTED BY: JUNE 2004 72TH PRINTED BY: JUNE 2004 73TH PRINTED BY: JUNE 2004 74TH PRINTED BY: JUNE 2004 75TH PRINTED BY: JUNE 2004 76TH PRINTED BY: JUNE 2004 77TH PRINTED BY: JUNE 2004 78TH PRINTED BY: JUNE 2004 79TH PRINTED BY: JUNE 2004 80TH PRINTED BY: JUNE 2004 81TH PRINTED BY: JUNE 2004 82TH PRINTED BY: JUNE 2004 83TH PRINTED BY: JUNE 2004 84TH PRINTED BY: JUNE 2004 85TH PRINTED BY: JUNE 2004 86TH PRINTED BY: JUNE 2004 87TH PRINTED BY: JUNE 2004 88TH PRINTED BY: JUNE 2004 89TH PRINTED BY: JUNE 2004 90TH PRINTED BY: JUNE 2004 91TH PRINTED BY: JUNE 2004 92TH PRINTED BY: JUNE 2004 93TH PRINTED BY: JUNE 2004 94TH PRINTED BY: JUNE 2004 95TH PRINTED BY: JUNE 2004 96TH PRINTED BY: JUNE 2004 97TH PRINTED BY: JUNE 2004 98TH PRINTED BY: JUNE 2004 99TH PRINTED BY: JUNE 2004 100TH PRINTED BY: JUNE 2004	7

```

11: 1.  $\text{if } \text{is\_empty}(\text{stack}) \text{ then } \text{push}(\text{stack}, \text{root})$ 
12:  $\text{if } \text{is\_empty}(\text{stack}) \text{ then } \text{push}(\text{stack}, \text{root})$ 
13:  $\text{if } \text{is\_empty}(\text{stack}) \text{ then } \text{push}(\text{stack}, \text{root})$ 
14:  $\text{if } \text{is\_empty}(\text{stack}) \text{ then } \text{push}(\text{stack}, \text{root})$ 
15:  $\text{if } \text{is\_empty}(\text{stack}) \text{ then } \text{push}(\text{stack}, \text{root})$ 
16:  $\text{if } \text{is\_empty}(\text{stack}) \text{ then } \text{push}(\text{stack}, \text{root})$ 
17:  $\text{if } \text{is\_empty}(\text{stack}) \text{ then } \text{push}(\text{stack}, \text{root})$ 
18:  $\text{if } \text{is\_empty}(\text{stack}) \text{ then } \text{push}(\text{stack}, \text{root})$ 
19:  $\text{if } \text{is\_empty}(\text{stack}) \text{ then } \text{push}(\text{stack}, \text{root})$ 
20:  $\text{if } \text{is\_empty}(\text{stack}) \text{ then } \text{push}(\text{stack}, \text{root})$ 

```



1	2	3	4	5
6	7	8	9	10



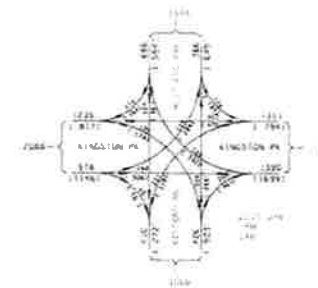
$\frac{1}{2} \cdot \frac{1}{2} = \frac{1}{4}$
 $\frac{1}{4} \cdot \frac{1}{4} = \frac{1}{16}$
 $\frac{1}{16} \cdot \frac{1}{16} = \frac{1}{256}$
 $\frac{1}{256} \cdot \frac{1}{256} = \frac{1}{65536}$

[illegible]

② 此题考查了学生对文章内容的理解。从文中“我”对“小英雄”的评价可以看出，小英雄是一个勇敢、机智、有爱心的人。因此，正确答案是A。

1. $\frac{1}{2} \times 4 \times 10 = 20$
 2. $\frac{1}{2} \times 4 \times 10 = 20$
 3. $\frac{1}{2} \times 4 \times 10 = 20$

1. $\frac{1}{2} \times \frac{1}{2} = \frac{1}{4}$
 2. $\frac{1}{2} \times \frac{1}{2} = \frac{1}{4}$
 3. $\frac{1}{2} \times \frac{1}{2} = \frac{1}{4}$
 4. $\frac{1}{2} \times \frac{1}{2} = \frac{1}{4}$
 5. $\frac{1}{2} \times \frac{1}{2} = \frac{1}{4}$
 6. $\frac{1}{2} \times \frac{1}{2} = \frac{1}{4}$
 7. $\frac{1}{2} \times \frac{1}{2} = \frac{1}{4}$
 8. $\frac{1}{2} \times \frac{1}{2} = \frac{1}{4}$
 9. $\frac{1}{2} \times \frac{1}{2} = \frac{1}{4}$
 10. $\frac{1}{2} \times \frac{1}{2} = \frac{1}{4}$



CANNON & CANNON INC.
CONSULTING ENGINEERS FIELD OFFICES

TEL 865.670.8555 FAX 865.670.8555
4000 N. Highway 100, Suite 100, TN 37019

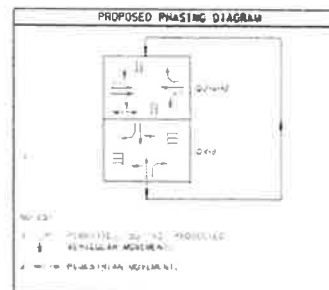
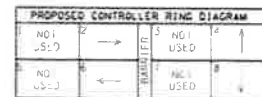
TOWN OF FARRAGUT
FARRAGUT TRAFFIC SIGNAL IMPROVEMENT PROJECT
PROPOSED SIGNAL LAYOUT KINGSTON PIKE AT CONCORD ROAD / WEST END AVENUE



CONSTRUCTION NOTES

1. RE-LOCATE EXISTING SIGNAL HEADS.
2. INSTALL 4-SECTION SIGNAL HEADS.
3. REMOVE EXISTING 5-SECTION SIGNAL HEAD.

PROPOSED SIGNAL HEADS



EXISTING LEGEND

- 1. PROPOSED CONTROLLER RING
- 2. SIGNAL STRAIN POLE
- 3. PROPOSED SIGNAL HEAD
- 4. PROPOSED SIGNAL HEAD
- 5. PROPOSED SIGNAL HEAD
- 6. PROPOSED SIGNAL HEAD
- 7. PROPOSED SIGNAL HEAD
- 8. PROPOSED SIGNAL HEAD
- 9. PROPOSED SIGNAL HEAD
- 10. PROPOSED SIGNAL HEAD
- 11. PROPOSED SIGNAL HEAD
- 12. PROPOSED SIGNAL HEAD
- 13. PROPOSED SIGNAL HEAD
- 14. PROPOSED SIGNAL HEAD
- 15. PROPOSED SIGNAL HEAD
- 16. PROPOSED SIGNAL HEAD
- 17. PROPOSED SIGNAL HEAD
- 18. PROPOSED SIGNAL HEAD
- 19. PROPOSED SIGNAL HEAD
- 20. PROPOSED SIGNAL HEAD
- 21. PROPOSED SIGNAL HEAD
- 22. PROPOSED SIGNAL HEAD
- 23. PROPOSED SIGNAL HEAD
- 24. PROPOSED SIGNAL HEAD
- 25. PROPOSED SIGNAL HEAD
- 26. PROPOSED SIGNAL HEAD
- 27. PROPOSED SIGNAL HEAD
- 28. PROPOSED SIGNAL HEAD
- 29. PROPOSED SIGNAL HEAD
- 30. PROPOSED SIGNAL HEAD
- 31. PROPOSED SIGNAL HEAD
- 32. PROPOSED SIGNAL HEAD
- 33. PROPOSED SIGNAL HEAD
- 34. PROPOSED SIGNAL HEAD
- 35. PROPOSED SIGNAL HEAD
- 36. PROPOSED SIGNAL HEAD
- 37. PROPOSED SIGNAL HEAD
- 38. PROPOSED SIGNAL HEAD
- 39. PROPOSED SIGNAL HEAD
- 40. PROPOSED SIGNAL HEAD
- 41. PROPOSED SIGNAL HEAD
- 42. PROPOSED SIGNAL HEAD
- 43. PROPOSED SIGNAL HEAD
- 44. PROPOSED SIGNAL HEAD
- 45. PROPOSED SIGNAL HEAD
- 46. PROPOSED SIGNAL HEAD
- 47. PROPOSED SIGNAL HEAD
- 48. PROPOSED SIGNAL HEAD
- 49. PROPOSED SIGNAL HEAD
- 50. PROPOSED SIGNAL HEAD
- 51. PROPOSED SIGNAL HEAD
- 52. PROPOSED SIGNAL HEAD
- 53. PROPOSED SIGNAL HEAD
- 54. PROPOSED SIGNAL HEAD
- 55. PROPOSED SIGNAL HEAD
- 56. PROPOSED SIGNAL HEAD
- 57. PROPOSED SIGNAL HEAD
- 58. PROPOSED SIGNAL HEAD
- 59. PROPOSED SIGNAL HEAD
- 60. PROPOSED SIGNAL HEAD
- 61. PROPOSED SIGNAL HEAD
- 62. PROPOSED SIGNAL HEAD
- 63. PROPOSED SIGNAL HEAD
- 64. PROPOSED SIGNAL HEAD
- 65. PROPOSED SIGNAL HEAD
- 66. PROPOSED SIGNAL HEAD
- 67. PROPOSED SIGNAL HEAD
- 68. PROPOSED SIGNAL HEAD
- 69. PROPOSED SIGNAL HEAD
- 70. PROPOSED SIGNAL HEAD
- 71. PROPOSED SIGNAL HEAD
- 72. PROPOSED SIGNAL HEAD
- 73. PROPOSED SIGNAL HEAD
- 74. PROPOSED SIGNAL HEAD
- 75. PROPOSED SIGNAL HEAD
- 76. PROPOSED SIGNAL HEAD
- 77. PROPOSED SIGNAL HEAD
- 78. PROPOSED SIGNAL HEAD
- 79. PROPOSED SIGNAL HEAD
- 80. PROPOSED SIGNAL HEAD
- 81. PROPOSED SIGNAL HEAD
- 82. PROPOSED SIGNAL HEAD
- 83. PROPOSED SIGNAL HEAD
- 84. PROPOSED SIGNAL HEAD
- 85. PROPOSED SIGNAL HEAD
- 86. PROPOSED SIGNAL HEAD
- 87. PROPOSED SIGNAL HEAD
- 88. PROPOSED SIGNAL HEAD
- 89. PROPOSED SIGNAL HEAD
- 90. PROPOSED SIGNAL HEAD
- 91. PROPOSED SIGNAL HEAD
- 92. PROPOSED SIGNAL HEAD
- 93. PROPOSED SIGNAL HEAD
- 94. PROPOSED SIGNAL HEAD
- 95. PROPOSED SIGNAL HEAD
- 96. PROPOSED SIGNAL HEAD
- 97. PROPOSED SIGNAL HEAD
- 98. PROPOSED SIGNAL HEAD
- 99. PROPOSED SIGNAL HEAD
- 100. PROPOSED SIGNAL HEAD

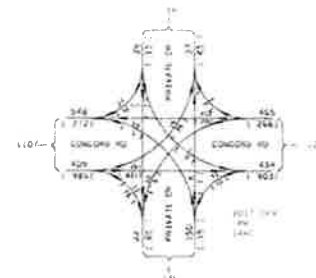
PROPOSED LEGEND

- 1. PROPOSED CONTROLLER RING
- 2. PROPOSED SIGNAL HEAD
- 3. PROPOSED SIGNAL HEAD
- 4. PROPOSED SIGNAL HEAD
- 5. PROPOSED SIGNAL HEAD
- 6. PROPOSED SIGNAL HEAD
- 7. PROPOSED SIGNAL HEAD
- 8. PROPOSED SIGNAL HEAD
- 9. PROPOSED SIGNAL HEAD
- 10. PROPOSED SIGNAL HEAD
- 11. PROPOSED SIGNAL HEAD
- 12. PROPOSED SIGNAL HEAD
- 13. PROPOSED SIGNAL HEAD
- 14. PROPOSED SIGNAL HEAD
- 15. PROPOSED SIGNAL HEAD
- 16. PROPOSED SIGNAL HEAD
- 17. PROPOSED SIGNAL HEAD
- 18. PROPOSED SIGNAL HEAD
- 19. PROPOSED SIGNAL HEAD
- 20. PROPOSED SIGNAL HEAD
- 21. PROPOSED SIGNAL HEAD
- 22. PROPOSED SIGNAL HEAD
- 23. PROPOSED SIGNAL HEAD
- 24. PROPOSED SIGNAL HEAD
- 25. PROPOSED SIGNAL HEAD
- 26. PROPOSED SIGNAL HEAD
- 27. PROPOSED SIGNAL HEAD
- 28. PROPOSED SIGNAL HEAD
- 29. PROPOSED SIGNAL HEAD
- 30. PROPOSED SIGNAL HEAD
- 31. PROPOSED SIGNAL HEAD
- 32. PROPOSED SIGNAL HEAD
- 33. PROPOSED SIGNAL HEAD
- 34. PROPOSED SIGNAL HEAD
- 35. PROPOSED SIGNAL HEAD
- 36. PROPOSED SIGNAL HEAD
- 37. PROPOSED SIGNAL HEAD
- 38. PROPOSED SIGNAL HEAD
- 39. PROPOSED SIGNAL HEAD
- 40. PROPOSED SIGNAL HEAD
- 41. PROPOSED SIGNAL HEAD
- 42. PROPOSED SIGNAL HEAD
- 43. PROPOSED SIGNAL HEAD
- 44. PROPOSED SIGNAL HEAD
- 45. PROPOSED SIGNAL HEAD
- 46. PROPOSED SIGNAL HEAD
- 47. PROPOSED SIGNAL HEAD
- 48. PROPOSED SIGNAL HEAD
- 49. PROPOSED SIGNAL HEAD
- 50. PROPOSED SIGNAL HEAD
- 51. PROPOSED SIGNAL HEAD
- 52. PROPOSED SIGNAL HEAD
- 53. PROPOSED SIGNAL HEAD
- 54. PROPOSED SIGNAL HEAD
- 55. PROPOSED SIGNAL HEAD
- 56. PROPOSED SIGNAL HEAD
- 57. PROPOSED SIGNAL HEAD
- 58. PROPOSED SIGNAL HEAD
- 59. PROPOSED SIGNAL HEAD
- 60. PROPOSED SIGNAL HEAD
- 61. PROPOSED SIGNAL HEAD
- 62. PROPOSED SIGNAL HEAD
- 63. PROPOSED SIGNAL HEAD
- 64. PROPOSED SIGNAL HEAD
- 65. PROPOSED SIGNAL HEAD
- 66. PROPOSED SIGNAL HEAD
- 67. PROPOSED SIGNAL HEAD
- 68. PROPOSED SIGNAL HEAD
- 69. PROPOSED SIGNAL HEAD
- 70. PROPOSED SIGNAL HEAD
- 71. PROPOSED SIGNAL HEAD
- 72. PROPOSED SIGNAL HEAD
- 73. PROPOSED SIGNAL HEAD
- 74. PROPOSED SIGNAL HEAD
- 75. PROPOSED SIGNAL HEAD
- 76. PROPOSED SIGNAL HEAD
- 77. PROPOSED SIGNAL HEAD
- 78. PROPOSED SIGNAL HEAD
- 79. PROPOSED SIGNAL HEAD
- 80. PROPOSED SIGNAL HEAD
- 81. PROPOSED SIGNAL HEAD
- 82. PROPOSED SIGNAL HEAD
- 83. PROPOSED SIGNAL HEAD
- 84. PROPOSED SIGNAL HEAD
- 85. PROPOSED SIGNAL HEAD
- 86. PROPOSED SIGNAL HEAD
- 87. PROPOSED SIGNAL HEAD
- 88. PROPOSED SIGNAL HEAD
- 89. PROPOSED SIGNAL HEAD
- 90. PROPOSED SIGNAL HEAD
- 91. PROPOSED SIGNAL HEAD
- 92. PROPOSED SIGNAL HEAD
- 93. PROPOSED SIGNAL HEAD
- 94. PROPOSED SIGNAL HEAD
- 95. PROPOSED SIGNAL HEAD
- 96. PROPOSED SIGNAL HEAD
- 97. PROPOSED SIGNAL HEAD
- 98. PROPOSED SIGNAL HEAD
- 99. PROPOSED SIGNAL HEAD
- 100. PROPOSED SIGNAL HEAD

CONCORD ROAD

CONCORD ROAD

SHOPPING CENTER



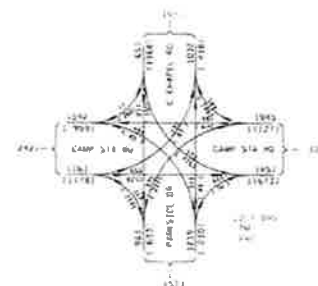
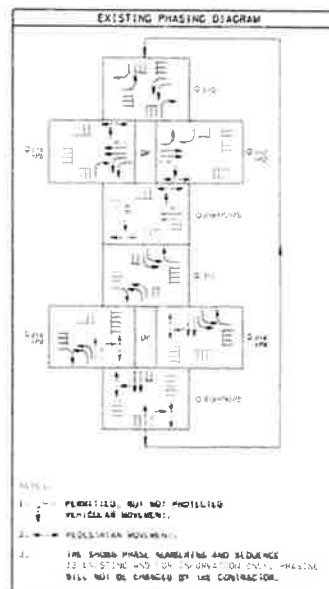
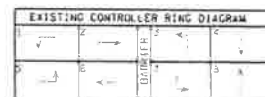
CANNON & CANNON INC.
 CONSULTING ENGINEERS - FIELD SURVEYORS
 1000 E. 10th St. Suite 100
 Scottsdale, AZ 85257
 Tel: 480.345.8888 Fax: 480.345.8889
 www.cannon-cannon.com

TOWN OF PARAGUT

PARAGUT TRAFFIC SIGNAL
 IMPROVEMENT PROJECT

PROPOSED SIGNAL LAYOUT
 CONCORD ROAD AT
 OLD KROGER



$$\frac{d}{dt} \left(\frac{1}{2} m v^2 + \frac{1}{2} I \omega^2 \right) = \tau \omega$$
[illegible]

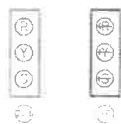
→ 2. $\text{CH}_3\text{COOH} + \text{CH}_3\text{COO}^- \rightleftharpoons \text{CH}_3\text{COOH} + \text{CH}_3\text{COO}^-$

 CANNON & CANNON COMPUTING ENGINEERS ASSESSMENT 7605 Kingston Pike 424.657.0555 WWW.CANNON-ENGINEERS.COM		6540 Kingston Pike Knoxville, TN 37916
TOWN OF FARRAGUT FARRAGUT TRAFFIC SIGNAL IMPROVEMENT PROJECT PROPOSED SIGNAL LAYOUT CAMPELL STATION ROAD AT PARKSIDE DRIVE / GRUBBS CHAPEL ROAD		
	SET PROJECT NO. 2025-004 DATE: 01-15-25 DRAWN: KLS CHECKED: ALB C.E.: N.E.	
		

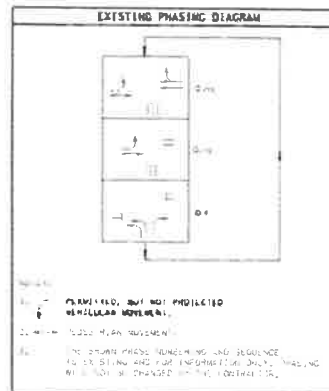
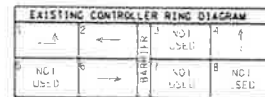
CONSTRUCTION NOTES

1. PROPOSED SYSTEM IS SECTION EQUAL HEAD.
2. EXISTING PROPOSED SIGNAL HEADS.
3. PROPOSED SIGNAL HEADS TO BE INSTALLED ON FLASHING YELLOW SIGNAL HEADS. PROPOSED SIGNAL HEADS TO BE INSTALLED ON FLASHING YELLOW SIGNAL HEADS. PROPOSED SIGNAL HEADS TO BE INSTALLED ON FLASHING YELLOW SIGNAL HEADS.
4. PROPOSED SIGNAL HEADS TO BE INSTALLED ON FLASHING YELLOW SIGNAL HEADS. PROPOSED SIGNAL HEADS TO BE INSTALLED ON FLASHING YELLOW SIGNAL HEADS.
5. PROPOSED SIGNAL HEADS TO BE INSTALLED ON FLASHING YELLOW SIGNAL HEADS. PROPOSED SIGNAL HEADS TO BE INSTALLED ON FLASHING YELLOW SIGNAL HEADS.

PROPOSED SIGNAL HEADS



PROPOSED SIGNS



EXISTING LEGEND

- 1. PROPOSED SIGNAL HEADS
- 2. PROPOSED SIGNAL HEADS
- 3. PROPOSED SIGNAL HEADS
- 4. PROPOSED SIGNAL HEADS
- 5. PROPOSED SIGNAL HEADS
- 6. PROPOSED SIGNAL HEADS
- 7. PROPOSED SIGNAL HEADS
- 8. PROPOSED SIGNAL HEADS

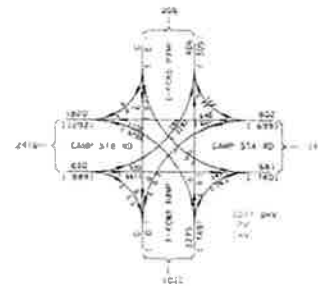
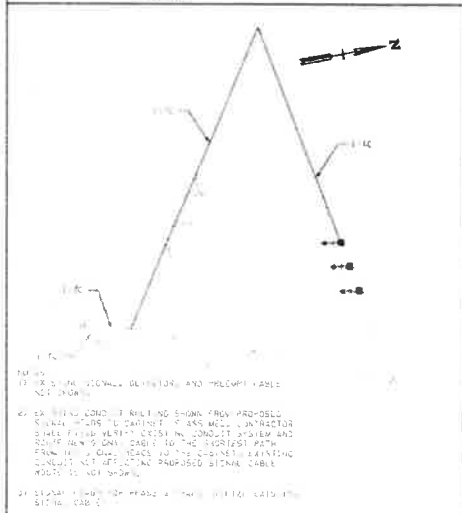
PROPOSED LEGEND

- 1. PROPOSED SIGNAL HEADS
- 2. PROPOSED SIGNAL HEADS
- 3. PROPOSED SIGNAL HEADS
- 4. PROPOSED SIGNAL HEADS
- 5. PROPOSED SIGNAL HEADS
- 6. PROPOSED SIGNAL HEADS
- 7. PROPOSED SIGNAL HEADS
- 8. PROPOSED SIGNAL HEADS

CAMPBELL STATION ROAD

CAMPBELL STATION ROAD

WIRING AND CONDUIT DIAGRAM (N.T.S.)



CANNON & CANNON INC.
CONSULTING ENGINEERS, FIDELITY SURVEYORS
10000 100TH AVE. S.W.
BOOTHVILLE, GA 30106

TOWN OF FARRAGUT

FARRAGUT TRAFFIC SIGNAL
IMPROVEMENT PROJECT

PROPOSED SIGNAL LAYOUT
CAMPBELL STATION ROAD AT
INTERSTATE 40/75 WESTBOUND RAMP



12

[illegible]

1	2	3	4
↓	→		
5	6	7	8
↙	↘		

[illegible][illegible]
$$v = \frac{1}{2} \frac{d\phi}{dt} = \frac{1}{2} \frac{d}{dt} \left(\frac{1}{2} \frac{d\phi}{dt} \right) = \frac{1}{4} \frac{d^2 \phi}{dt^2}$$
[illegible]

1. 865.870.6555 | 6300 Sargent Pass
Knoxville, TN 37915

TOWN OF FARRASUT

202411

IMPROVEMENT PROJECT

CAMPBELL STATION ROAD AT

111 FRANK RD. NEW YORK, N.Y.

--	--

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl W. Smith, PE

SUBJECT: Approval of Bids for Contract 2019-01, Annual Road Maintenance

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

BACKGROUND: Each year we advertise for bid proposals for the maintenance of our streets. Proposals are obtained for the various line items we typically see during the given year, and we recommend awarding to a contractor based upon their unit prices, as well as their responsiveness (if they've completed this contract in the past) and their ability to perform the required work. We received bids from two contractors on May 10, and I've attached a tabulation of the unit prices provided by PRI of East Tennessee, Inc. and J.G. Mullins Construction Company, Inc. Based upon the unit prices provided in their proposals, staff recommends award of this contract to J.G. Mullins. The Town has worked with Mullins in the past, and we have always been pleased with their performance.

FINANCIAL SECTION:

Project:		
<u>Total Budget</u>	<u>Contract Amount</u>	<u>Remaining Amount</u>
\$60,000	\$60,000	\$0
Approved By: 		

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

PROPOSED MOTION: Approval of proposal and award of Contract 2019-01 to J.G. Mullins Construction Co., Inc.

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	_____	_____	_____	_____	_____

BID TABULATION
CONTRACT 2019-01, ON-CALL ROAD MAINTENANCE

			PRI 2019	JGMullins 2019
Item No.	Description	Unit	Unit Price	Unit Price
1.1	Minimum Charge- NORMAL Response Time (Only one (1) charge allowed per Work Order regardless of the number of locations on the Work Order. (See "NOTES" on bid form)	EA.	\$825.00	\$600.00
1.2	Minimum Charge- EMERGENCY Response Time (Only one (1) charge allowed per Work Order regardless of the number of locations on the Work Order. Response time less than 24-hours to complete work (See "NOTES" on bid form)	EA.	\$1,250.00	\$1,200.00
SURFACE PATCH				
2.1	Surface Patch, 1.5" ACS (PG 64-22) Gr E Roadway (maximum 500 Sq. Ft.)	S.F.	\$6.50	\$5.50
2.2	Surface Patch, 1.5" ACS (PG 64-22) Gr E Roadway (minimum 500 Sq. Ft.)	S.F.	\$6.50	\$5.00
2.3	Surface Patch applied with a burn truck (maximum single patch of 500 Sq. Ft.)	S.F.	\$7.50	\$6.75
ARTERIAL ROADWAY				
3.1	Pavement Depth Patch, 1.5" ACS (PG 64-22) Gr E Roadway, 5" BPMB-HM (PG-64-22) B-M2 (maximum 500 Sq. Ft.)	S.F.	\$9.75	\$7.50
3.2	Pavement Depth Patch, 1.5" ACS (PG 64-22) Gr E Roadway, 5" BPMB-HM (PG-64-22) B-M2 (minimum 500 Sq. Ft.)	S.F.	\$8.75	\$7.00
3.3	Full Depth Patch, 1.5" ACS (PG 64-22) Gr E Roadway, 5" (Two Lifts) BPMB-HM (PG-64-22) B-M2, Mineral Aggregate Type A Base, 10", (Two Lifts) (maximum 500 Sq. Ft.)	S.F.	\$13.00	\$11.75
3.4	Full Depth Patch, 1.5" ACS (PG 64-22) Gr E Roadway, 5" (Two Lifts) BPMB-HM (PG-64-22) B-M2, Mineral Aggregate Type A Base, 10", (Two Lifts) (minimum 500 Sq. Ft.)	S.F.	\$11.25	\$10.75
COLLECTOR ROADWAY				
4.1	Pavement Depth Patch, 1.5" ACS (PG 64-22) Gr E Roadway, 3" BPMB-HM (PG-64-22) B-M2 (maximum 500 Sq. Ft.)	S.F.	\$8.75	\$6.50
4.2	Pavement Depth Patch, 1.5" ACS (PG 64-22) Gr E Roadway, 3" BPMB-HM (PG-64-22) B-M2 (minimum 500 Sq. Ft.)	S.F.	\$8.25	\$6.00

4.3	Full Depth Patch, 1.5" ACS (PG 64-22) Gr E Roadway, 3" BPMB-HM (PG-64-22) B-M2, Mineral Aggregate Type A Base, 8", (Two Lifts) (maximum 500 Sq. Ft.)	S.F.	\$10.75	\$10.75
4.4	Full Depth Patch, 1.5" ACS (PG 64-22) Gr E Roadway, 3" BPMB-HM (PG-64-22) B-M2, Mineral Aggregate Type A Base, 8", (Two Lifts) (minimum 500 Sq. Ft.)	S.F.	\$10.00	\$9.75

LOCAL ROADWAY

5.1	Pavement Depth Patch, 1.5" ACS (PG 64-22) Gr E Roadway, 2.5" BPMB-HM (PG-64-22) B-M2 (maximum 500 Sq. Ft.)	S.F.	\$8.25	\$7.00
5.2	Pavement Depth Patch, 1.5" ACS (PG 64-22) Gr E Roadway, 2.5" BPMB-HM (PG-64-22) B-M2 (minimum 500 Sq. Ft.)	S.F.	\$8.25	\$6.50
5.3	Full Depth Patch, 1.5" ACS (PG 64-22) Gr E Roadway, 2.5" BPMB-HM (PG-64-22) B-M2, Mineral Aggregate Type A Base, 8", (Two Lifts) (maximum 500 Sq. Ft.)	S.F.	\$10.75	\$10.25
5.4	Full Depth Patch, 1.5" ACS (PG 64-22) Gr E Roadway, 2.5" BPMB-HM (PG-64-22) B-M2, Mineral Aggregate Type A Base, 8", (Two Lifts) (minimum 500 Sq. Ft.)	S.F.	\$9.75	\$9.25

REMOVE AND DISPOSE ROADWAY PAVEMENT

6.1	Remove/Dispose Existing Pavement for Arterial Roadway, 7" Depth (maximum 500 Sq. Ft.)	S.F.	\$8.00	\$6.00
6.2	Remove/Dispose Existing Pavement for Arterial Roadway, 7" Depth (minimum 500 Sq. Ft.)	S.F.	\$7.00	\$6.00
6.3	Remove/Dispose Existing Pavement for Collector/Local Roadway, 4.5" Depth (maximum 500 Sq. Ft.)	S.F.	\$7.25	\$5.00
6.4	Remove/Dispose Existing Pavement for Collector/Local Roadway, 4.5" Depth (minimum 500 Sq. Ft.)	S.F.	\$6.25	\$5.00

ASPHALT TRAILS

7.1	Asphalt Trail (New), 8' or 10' Width, Grading, 6" Mineral Aggregate Base, 2" ACS (PG 64-22) Gr E Shoulder, Backfill, Seed and Matting) (minimum 500 Sq. Ft.) (~206 lbs./SY of 2" Gr E Shoulder)	S.F.	\$16.50	\$16.00
7.2	Asphalt Trail (Full Depth Repair), Grading, 6" Mineral Aggregate Base, 2" ACS (PG 64-22) Gr E Shoulder, Backfill, Seed and Matting) (maximum 500 Sq. Ft.)	S.F.	\$18.00	\$17.00
7.3	Asphalt Trail (Full Depth Repair), Grading, 6" Mineral Aggregate Base, 2" ACS (PG 64-22) Gr E Shoulder, Backfill, Seed and Matting) (minimum 500 Sq. Ft.)	S.F.	\$16.50	\$16.00
7.4	Remove/Dispose Asphalt Trail Pavement, 2" Depth (maximum 500 Sq. Ft./approx. 5.8 Tons)	S.F.	\$5.75	\$5.00
7.5	Remove/Dispose Asphalt Trail Pavement, 2" Depth (minimum 500 Sq. Ft./approx. 5.8 Tons)	S.F.	\$5.75	\$5.00
7.6	Asphalt Trail (Resurfacing), 8' or 10' Width, 2" ACS (PG 64-22) Gr E Shoulder, (maximum 500 Sq. Ft.) (~206 lbs./SY of 2" ACS)	S.F.	\$6.25	\$6.00

7.7	Asphalt Trail (Resurfacing), 8' or 10' Width, 2" ACS (PG 64-22) Gr E Shoulder, (minimum 500 Sq. Ft.) (~206 lbs./SY of 2" ACS)	S.F.	\$5.75	\$5.50
MISCELLANEOUS ITEMS				
10.1	Cold Mix Patch	S.F.	\$15.00	\$20.00
10.2	Saw Cut (Asphalt/Concrete)	L.F.	\$5.00	\$5.00
10.3	Grader	Hour	\$130.00	\$140.00
10.4	Backhoe	Hour	\$125.00	\$140.00
10.5	Roller (Bomag-120 AD or Equal)	Hour	\$110.00	\$75.00
10.6	Single-Axle Truck	Hour	\$75.00	\$65.00
10.7	Tri-Axle Truck	Hour	\$85.00	\$80.00
10.8	Bobcat(Including Attachment Needed)	Hour	\$90.00	\$80.00
10.9	Shoulder Stone (Edge of Pavement) with Mineral Aggregate Type A Base, TDOT 303-01, Placed and Compacted	Ton	\$75.00	\$80.00
11.1	Labor	Hour	\$50.00	\$40.00

NOTES:

Item No. 1.1, "Minimum Charge", is the initial mobilization charge due the Contractor per Work Order and is intended only to cover the mobilization cost to respond to the Work Order. Only one (1) charge is allowed per Work Order, regardless if there are multiple locations on a Work Order. Unit Prices for all other items bid is in addition to the Minimum Charge.

Cost of tack coat bituminous materials shall be included in other items bid.

AGENDA NUMBER

VII.H.

MEETING DATE

June 14, 2018

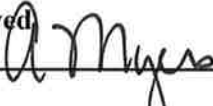
REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY:** Darryl W. Smith, PE**SUBJECT:** Approval of Bids for Contract 2019-02, Installation of Pavement Markings

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

BACKGROUND: Each year we advertise for bid proposals for the installation of pavement markings for our streets. Proposals are obtained for the various line items we typically see during the given year, and we recommend award of this contract to a contractor based upon their unit prices, as well as their responsiveness (if they've completed this contract in the past) and their ability to perform the required work. We received only one bid on May 10, from Volunteer Highway Supply. Volunteer Highway Supply has been our contractor for almost all of the last several years, and we have always enjoyed a good working relationship. Attached is a tabulation of their bid's unit prices, with a comparison to last year's unit prices. In almost all cases, unit prices remain unchanged from last year, and any increases remain minor.

FINANCIAL SECTION:**Project:**

<u>Total Budget</u>	<u>Contract Amount</u>	<u>Remaining Amount</u>
\$45,000	\$45,000	\$0

Approved
By: 

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

PROPOSED MOTION: Approval of bids and award of Contract 2019-02 to Volunteer Highway Supply Co., Inc.

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	_____	_____	_____	_____	_____

BID TABULATION
CONTRACT 2019-02, ON-CALL PAVEMENT MARKING

TOF/TDOT Item No.	Description	Unit	Volunteer Highway Supply 2018	Volunteer Highway Supply 2019
			Unit Price	Unit Price
1.1	Painted Word Pavement Marking (ONLY)	EA	55.00	55.00
1.2	Painted Word Pavement Marking (SCHOOL)	EA	100.00	100.00
2.1	8" Raised Ceramic Markers/Refl.	EA	75.00	75.00
3.1	Durable ReflectORIZED Pavement Marking (4" Line) 3M All Weather Paint	L.F.	0.28	0.28
716-01.11	Raised Pavement Markers (Bi-Dir) (1 Color)	EA	8.00	8.00
716-01.12	Raised Pavement Markers (Mono-Dir) (1 Color Lens)	EA	8.00	8.00
716-01.13	Raised Pavement Markers (Bi-Dir) (2 Color Lens)	EA	8.00	8.00
716-01.23	Snow Plowable Reflective Marker (Bi-Dir) (2 Color Lens)	EA	30.00	30.00
716-02.03	Plastic Pavement Marking (Crosswalk 2ft. Bar-2ft Gap-10' in Length)	L.F.	18.00	18.00
716-02.04	Plastic Pavement Marking (Channelization Striping)	S.Y.	18.00	18.00
716-02.05	Plastic Pavement Marking (Stop Line)	L.F.	9.00	9.00
716-02.06	Plastic Pavement Marking (Turn Lane Arrow)	EA	125.00	135.00
716-02.08	Plastic Pavement (8" Dotted Line)	L.F.	1.25	1.25
716-02.12	Plastic Pavement Marking (8" Barrier Line)	L.F.	1.10	1.10
716-02.30	Retracing Pavement Markings – Plastic (4" Line)	L.M.	2,100.00	2,100.00
716-03.01	Plastic Word Pavement Marking (ONLY)	EA	125.00	125.00
716-03.04	Plastic Word Pavement Marking (SCHOOL)	EA	325.00	325.00

716-03.05	Plastic Word Pavement Marking (Bike Lane)	EA	300.00	300.00
716-04.03	Plastic Pavement (4" Dotted Line)	L.F.	1.00	1.00
716-04.10	Plastic Pavement Marking Symbol (Handicap Symbol))	EA	175.00	175.00
716-04.11	Plastic Pavement Marking (Bicycle Symbol w/ Rider)	EA	325.00	325.00
716-04.12	Plastic Pavement Marking (Yield Line)	S.Y.	8.00	8.00
716-04.13	Plastic Pavement Marking (Bike Lane Symbol with Arrow)	EA	325.00	375.00
716-05.01	Painted Pavement Marking (4" Line)	L.M.	475.00	485.00
716-05.03	Painted Pavement Marking (Cross-walk)	L.F.	1.00	1.00
716-05.04	Painted Pavement Marking (Channelization Striping)	S.Y.	9.00	9.00
716-05.05	Painted Pavement Marking (Stop Line)	L.F.	5.00	5.00
716-05.06	Painted Pavement Marking (Turn Lane Arrow)	EA	50.00	50.00
716-05.08	Painted Pavement Marking (Parking Line)	L.F.	0.30	0.30
716-05.50	Painted Pavement Marking (8" Line)	L.F.	0.60	0.60
716-05.51	Painted Pavement Marking (12" Line)	L.F.	2.00	2.00
716-05.60	Retracing Pavement Markings - Painted (4" Line)	L.M.	400.00	400.00
716-05.61	Retracing Pavement Markings - Painted (8" Barrier Line)	L.F.	0.60	0.60
716-05.62	Retracing Pavement Markings - Painted (6" Line)	L.M.	450.00	450.00
716-05.64	Retracing Pavement Markings - Painted (6" Dotted Line)	L.F.	0.20	0.20
716-05.72	Performance Based Retracing Spray Thermo (4" Line)	L.M.	1,600.00	1,600.00
716-05.73	Performance Based Retracing Spray Thermo (6" Line)	L.M.	2,450.00	2,450.00
716-06.01	Painted Word Pavement Marking (Handicapped Symbol)	EA	100.00	100.00
716-08.01	Removal of Pavement Marking (Line)	L.F.	0.75	0.75

716-08.11	Removal of Word Pavement Marking	EA	50.00	50.00
716-09.79	Thermoplast Pavement Mark Profile Line (4")	L.M.	No Bid	No Bid
716-13.01	Spray Thermo Pavement Marking (60 mil) (4" Line)	L.M.	1,950.00	1,950.00
716-13.02	Spray Thermo Pavement Marking (60 mil) (6" Line)	L.M.	2,700.00	2,700.00
716-13.03	Spray Thermo Pavement Marking (60 mil) (8" Barrier Line)	L.F.	1.00	1.00
716-13.04	Spray Thermo Pavement Marking (60 mil) (4" Dotted Line)	L.F.	1.00	1.00
716-13.05	Spray Thermo Pavement Marking (60 mil) (6" Dotted Line)	L.F.	1.00	1.00
716-13.06	Spray Thermo Pavement Marking (40 mil) (4" Line)	L.M.	1,655.00	1,655.00
716-13.07	Spray Thermo Pavement Marking (40 mil) (6" Line)	L.M.	2,375.00	2,375.00
716-13.08	Spray Thermo Pavement Marking (40 mil) (8" Barrier Line)	L.F.	1.00	1.00
716-13.09	Spray Thermo Pavement Marking (40 mil) (4" Dotted Line)	L.F.	1.00	1.00
716-13.10	Spray Thermo Pavement Marking (40 mil) (6" Dotted Line)	L.F.	1.00	1.00
716-13.11	Spray Thermo Pavement Marking (60 mil) (12" Barrier Line)	L.F.	No Bid	Cannot do
716-14.01	Profiled Thermo Pavement Marking Audible (4")	L.M.	No Bid	No Bid
716-14.02	Profiled Thermo Pavement Marking Audible (6")	L.M.	No Bid	No Bid

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

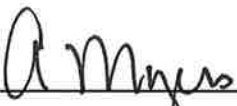
PREPARED BY: Darryl W. Smith, PE

SUBJECT: Approval of Bids for Contract 2019-03, Annual Guardrail Maintenance

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

BACKGROUND: Each year we advertise for bid proposals for maintenance of guardrail. Proposals are obtained for the various line items we typically see during the given year, and we recommend awarding to a contractor based upon their unit prices, as well as their responsiveness (if they've completed this contract in the past) and their ability to perform the required work. We received only one bid on May 10, and I've attached a tabulation of unit prices from Roadway Solutions, LLC, along with a tabulation of our current unit prices from Tennessee Guardrail, Inc for comparison. Based upon the unit prices shown, staff recommends award of Contract 2019-03 to Roadway Solutions, LLC. We have worked with Roadway Solutions in the past, and have always been pleased with their performance.

FINANCIAL SECTION:

Project:		
<u>Total Budget</u>	<u>Contract Amount</u>	<u>Remaining Amount</u>
\$15,000	\$15,000	\$0
Approved By: 		

RECOMMENDATION BY: Darryl Smith, Town Engineer, for approval

PROPOSED MOTION: Approval of bids and award of Contract 2019-03 to Roadway Solutions, LLC.

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	_____	_____	_____	_____	_____

BID TABULATION
CONTRACT 2019-03, ON-CALL GUARDRAIL MAINTENANCE

TOF/TDOT Item No.	Description	Unit	Tennessee Guardrail 2018	Roadway Solutions 2019
			Unit Price	Unit Price
705-01.01	Guardrail at Bridge Ends	LF	50.00	75.00
705-01.04	Metal Beam Guard Fence	LF	68.00	58.00
705-02.01	Single Guardrail with Rub-Rail (Type 2)	LF	21.00	29.00
705-02.02	Single Guardrail (Type 2)	LF	20.00	18.00
705-02.03	Single Guardrail (Type 2) Long Post	LF	22.50	21.00
705-02.20	Single Guardrail (Type 2) Long Post (6'-9')	LF	25.00	23.00
705-02.25	Single Guardrail (Type 2) Long Post (9'-12')	LF	27.50	26.00
705-04.02	Guardrail Terminal (Type 12)	EA	500.00	500.00
705-04.03	Guardrail Terminal (Type 13)	EA	800.00	1,000.00
705-04.04	Guardrail Terminal (Type 21) (S-GRT-3)	EA	2,000.00	2,000.00
705-04.07	Tan Energy Absorbing Term (NCHRP 350, TL3) (Type 38) (S-GRT-2)	EA	2,400.00	2,500.00
705.04.09	Earth Pad for Type 38 Gr End Treatment	EA	900.00	900.00
705-04.10	Earth Pad for Guardrail End Treatment	EA	900.00	900.00
705-04.11	Stone for Guardrail End Terminal Pad	TN	30.00	30.00
705.06.01	W Beam Gr (Type 2) Mash TL3	LF	19.50	19.50
705.06.20	Tangent Energy Absorbing Term Mash TL-3	EA	2,400.00	2,500.00
705.06.30	GR Terminal (Type 21) Mash TL2	EA	2,000.00	2,000.00
706-01	Guardrail Removed	LF	2.00	10.00
706-03.01	Posts Furnished	EA	225.00	275.00
706-06.03	Radius Rail	LF	30.00	22.00
706-06.05	Radius Rail on Long Post (6-9 Ft)	LF	37.50	27.00
706-06.06	Radius Rail on Long Post (9-12 Ft)	LF	41.25	31.00

706-10.26	Rounded End Element	EA	50.00	80.00
706-10.73	Removal of Guardrail & Post for Reuse	LF	6.00	1.00
706-10.82	Concrete Bridge End or Pier Protection Repair	CY	5,000.00	4,500.00
712-01	Traffic Control (Lane Closure) (per work order)	EA	1,500.00	1,250.00
717-01	Mobilization (per work order)	EA	500.00	1,000.00
717-01.03	Mobilization (emergency work per work order)	EA	750.00	1,250.00

REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY:** Darryl W. Smith, PE**SUBJECT:** Approval of Bids for Contract 2019-04, Annual Signal Maintenance Contract

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

BACKGROUND: Each year we advertise for bid proposals for maintenance of our traffic signals. Proposals are obtained for the various line items we typically see during the given year, and we recommend awarding to a contractor based upon their unit prices, as well as their responsiveness (if they've completed this contract in the past) and their ability to perform the required work. We received only one bid on May 10, from Progression Electric, LLC. Progression Electric has been our signal maintenance contractor for many years, and we've always enjoyed a good working relationship. Attached is a tabulation of their bid's unit prices, with a comparison to last year's unit prices. In almost all cases, unit prices remain unchanged from last year, and any increases remain minor.

FINANCIAL SECTION:**Project:**

<u>Total Budget</u>	<u>Contract Amount</u>	<u>Remaining Amount</u>
\$45,000	\$45,000	\$0

Approved

By: **RECOMMENDATION BY:** Darryl Smith, Town Engineer, for approval.**PROPOSED MOTION:** Approval of bids and award of Contract 2019-04 to Progression Electric, LLC.**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	_____	_____	_____	_____	_____

BID TABULATION
CONTRACT 2019-04, ON-CALL TRAFFIC SIGNAL MAINTENANCE

				Progression Electric LLC (2018)		Progression Electric LLC (2019)		
DESCRIPTION			Qty	Unit	Unit Price (\$)	Total (\$)	Unit Price (\$)	Total (\$)
SCHEDULED PREVENTIVE MAINTENANCE SERVICE								
SCHEDULED PREVENTIVE MAINTENANCE (semi-annual) per signal intersection			26	EA	250.00	6,500.00	250.00	6,500.00
SCHEDULED PREVENTIVE MAINTENANCE (annual) per signal intersection			26	EA	300.00	7,800.00	300.00	7,800.00
TOTAL \$						14,300.00	TOTAL \$	14,300.00
NON-SCHEDULED (ON-CALL) MAINTENANCE SERVICE								
EMERGENCY – (2 Hour Response Time)				HR	175.00		175.00	
SAME-DAY – (8 Hour Response Time)				HR	150.00		150.00	
AFTER-HOURS – (8 Hour Response Time)				HR	175.00		175.00	
REGULAR				HR	150.00		150.00	
15 TON CRANE (4 hr. minimum per service call.)				HR	150.00		175.00	
MISCELLANEOUS ITEMS (Labor Only)								
LABORER				HR	50.00		60.00	
TECHNICIAN, IMSA Level I				HR	75.00		75.00	
TECHNICIAN, IMSA Level II				HR	75.00		75.00	
TECHNICIAN, IMSA Level III				HR	75.00		75.00	
LICENSED ELECTRICIAN				HR	75.00		75.00	
REPAIR MASTER CONTROLLER or CONTROLLER (Remove & Re-install Only)				HR	75.00		75.00	
MISCELLANEOUS ITEMS								
PROVIDE TEMPORARY CONTROLLER				EA	250.00		250.00	
PROVIDE TEMPORARY CONFLICT MONITOR				EA	250.00		250.00	
REPLACE EXISTING LOOP DETECTOR, INCLUDES SAW CUT PAVEMENT & LEAD-IN				LF	10.00		12.00	

REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY: Darryl W. Smith, PE****SUBJECT: Approval of Change Orders 3 through 7, Contract 2018-06, Campbell Station Inn Phase II.**

INTRODUCTION: The purpose of this item is to approve five change orders that have been previously approved by staff as the stabilization of the Campbell Station Inn (Russell house) has proceeded.

BACKGROUND: In November 2017, the Town entered into contract with Merit Construction for the second phase of stabilization for the Campbell Station Inn (Russell house), at the corner of Kingston Pike and Campbell Station Road. At that time, the Board also approved authority for staff to consider and approve change orders as the project progresses, up to a maximum of \$50,000. Staff requested this authority due to the nature of this project (along with the likelihood of unanticipated complications involved with restoration of a pre-Civil War era home) as a means of providing swifter approval of such requests. Merit Construction has submitted seven change orders to date, as follows:

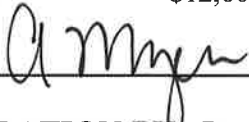
1. Change Order 1: Request for wider roof panels. This is still pending and will likely lead to a minor credit.
2. Change Order 2: Withdrawn.
3. Change Order 3: Rear porch roof changes. Merit Construction removed a portion of the ceiling in the roof structure, revealing weak and poorly-constructed structural components that could not be salvaged. While this portion of the roof is not itself "historic," the need to maintain a roof over the rear door of the building and porch remains. Upon consideration, staff and consultant agreed that replacement of the roof (over the porch and rear steps only) with a similar new roof over the porch was reasonable. Cost for this change order is \$6843, with additional time of 4 days to contract.
4. Change Order 4: Deletion of project sign. As this is a publicly-funded project involving a historic structure, plans called for a project sign to inform the public of the intent. Upon further consideration, staff felt there was little need for this sign, as regular information about the project (and its progress) is provided on the Town's website and social media. This change order is a credit for \$634, the anticipated cost of the project sign.
5. Change Order 5: Add repointing at west gable area. The western gable of the structure had been repaired after a storm in 2014, and non-matching brick was used due to the urgency. In order to properly match the new repointing involved with this project, staff felt this should be corrected. Cost for this change order is \$2725, with four days added to contract.
6. Change Order 6: Add repointing at north wall area. A portion of the rear wall under the porch's roof was originally intended to remain as-is (not repointed). However, removal of the roof revealed the need to repoint this area. Cost for this change order is \$788, with one day added to contract.
7. Change Order 7: Rear porch east wall reconstruction. Removal of the add-on kitchen (and the storage room beneath it) revealed the need to replace a block wall on the east side of the porch. Brewer Ingram Fuller (the Town's architect) provided details for the wall (a sketch is attached for clarity), and the wall was constructed. Cost for this change order is \$2884, with four days added to contract.

Total cost for the above change orders is \$12,606, with 13 days added to the contract time. Brewer Ingram Fuller has assessed these costs and found them to be fair and reasonable. Staff requests this motion for approval also include provision to "reset" staff's authorization for approving change orders to \$50,000.

FINANCIAL SECTION:

Project: Contract 2018-06, Campbell
Station Inn Phase II Stabilization

<u>Total Budget</u>	<u>Change Order Amount</u>	<u>Contracted to Date</u>	<u>Remaining Amount</u>
\$1,850,000	\$12,606	\$1,647,750	\$189,644

Approved By: 

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

PROPOSED MOTION: Approval of Change Orders 3 thru 7, Contract 2018-06, Campbell Station Inn Phase II and authorization for staff approval of change orders up to \$50,000.

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	_____	_____	_____	_____	_____

4 DAYS

4 DAYS

DAYS

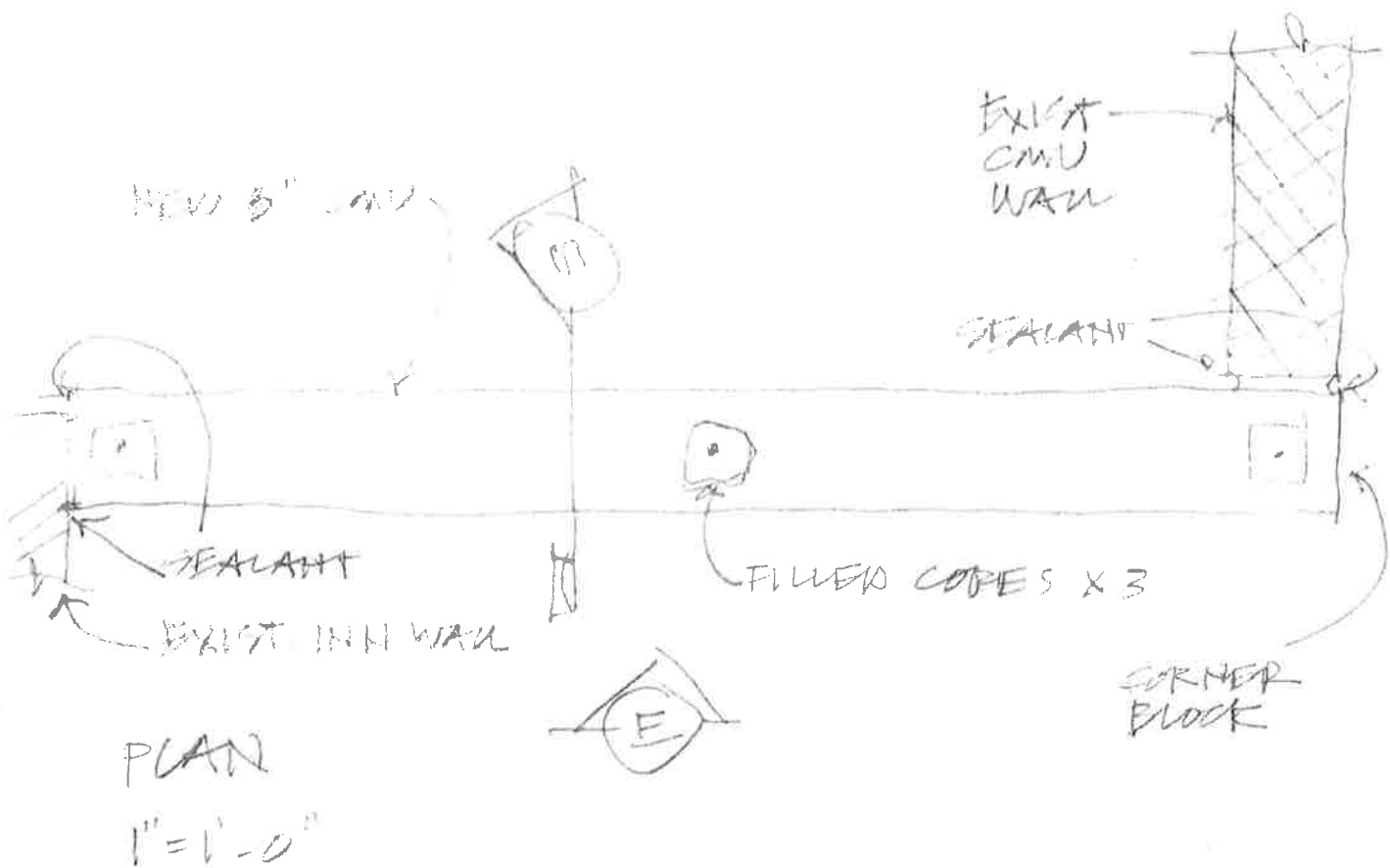


- PROJECT
- DATE
- TIME
- CALL
- MEETING

CS 1142 #1123
REAR 101-4
SIDE WALL REPLACEMENT
5.9.18
REV. CONC. FOOTING

Memo

1 OF 3

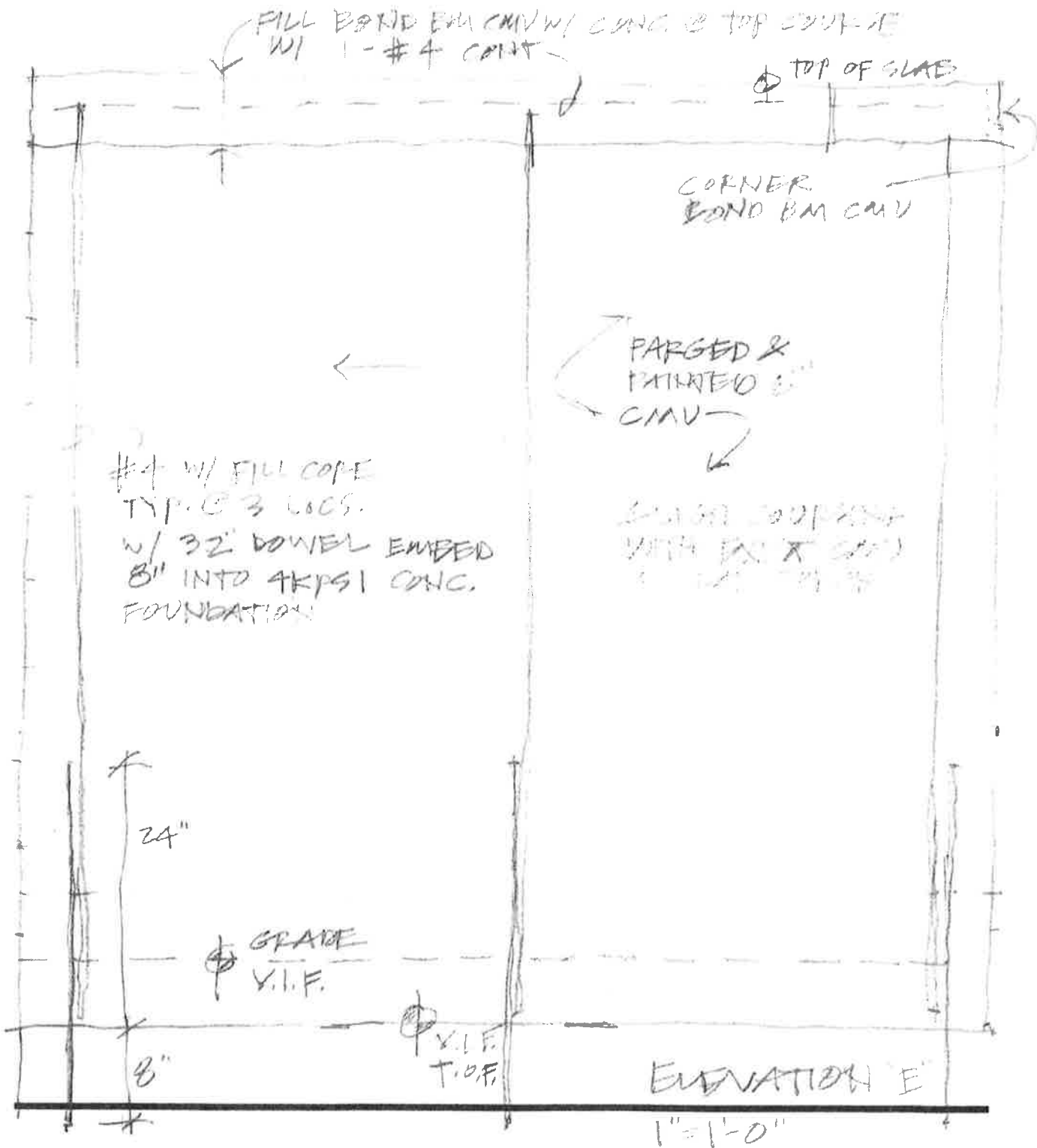




- PROJECT
- DATE
- TIME
- CALL
- MEETING

Memo

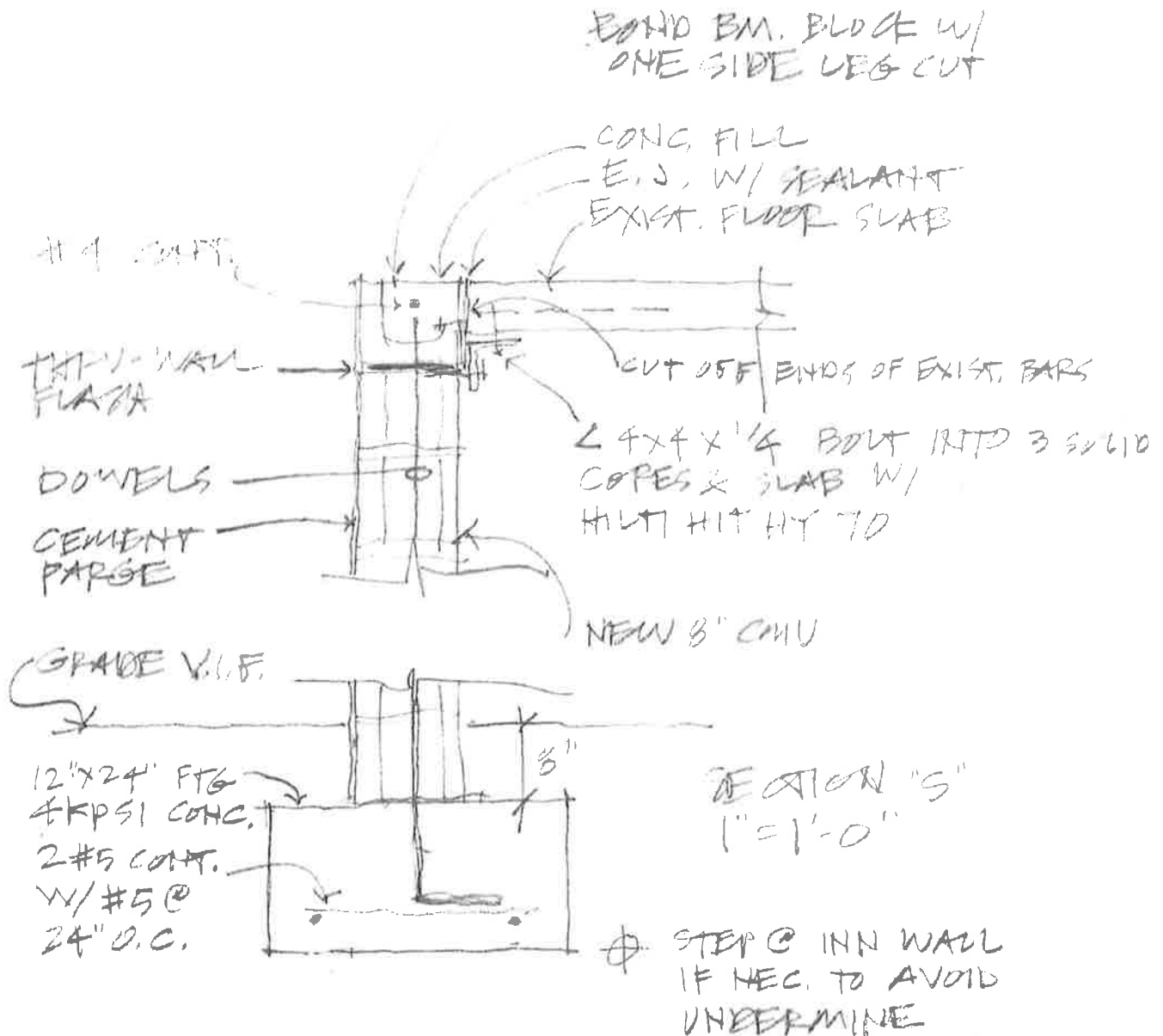
2 OF 3



- PROJECT
- DATE
- TIME
- CALL
- MEETING

Memo

3 OF 3



REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: David Smoak, Town Administrator 

SUBJECT: Approval of Cost Share Agreement between the Town of Farragut and Homestead Land Holdings for Virtue Road Improvements

INTRODUCTION: The purpose of this agenda item is to approve a cost share agreement between the Town of Farragut and Homestead Land Holdings for Virtue Road improvements.

BACKGROUND: The Town of Farragut has executed cost share agreements over the years with various developers as residential subdivisions have been developed on roads that would need to be upgraded to meet the increased traffic that is generated by the new residents in that area. The most recent cost share agreements the Town has executed were for the Split Rail Farm and McKinley Station subdivisions located on Everett Road.

DISCUSSION: The Town of Farragut is currently designing for future improvements to Virtue Road from 700' south of Kingston Pike to the end of the former Harville tract, approximately 2,850 in total length. These improvements would widen Virtue Road and install pedestrian facilities along the right of way to a new wider bridge over Little Turkey Creek. From that point south, the trail will run along an easement to be provided by the developer across its property and the road improvements will extend to the end of the property to be developed by Homestead Land Holdings.

The Town will be responsible for acquiring all of the right of way and easements for the Virtue Road Improvements as well as paying for and constructing the road improvements, except for the walking trail and bridge across the developer's property. The Town will also maintain the roadway and pedestrian facilities after the work is completed, which the Town does for all new facilities that are improved.

The developer will in turn pay to Farragut a one-time fee for each of the 142 buildable lots at a per lot fee of \$3,988.01. The fee is calculated in Section 2b of the attached contract and the formula used is similar to the one used for the Everett Road corridor and is based on the traffic impact the new subdivision will have on the existing road. In order for the developer to keep on schedule for build out of the subdivision, the agreement stipulates in Section 2f that the developer will construct the pedestrian facilities and bridge. As the per lot fee is calculated based on the Town constructing these facilities with the Virtue Road improvements, the Town would reimburse the developer a not to exceed amount of \$55,000 for the cost of constructing the trail and pay 75% of the cost to construct the bridge for a not to exceed amount of \$75,000 for the bridge construction.

RECOMMENDATION BY: Town Administrator David Smoak and Town Attorney Tom Hale for approval.

PROPOSED MOTION: To approve the Cost Share Agreement between the Town of Farragut and Homestead Land Holdings for Virtue Road Improvements.

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	_____	_____	_____	_____	_____

This Instrument Was Prepared By & Return To:
Thomas M. Hale
Kramer Rayson LLP
P. O. Box 629
Knoxville, TN 37901
(865) 525-5134

COST SHARING AGREEMENT

This Cost Sharing Agreement ("Agreement") is entered into as of this 8 day of June, 2018, by and between the **TOWN OF FARRAGUT** ("Farragut"), a Tennessee municipal corporation, and **HOMESTEAD LAND HOLDINGS, LLC**, a limited liability company created under the laws of the State of Tennessee and with its principal place of business at 122 Perimeter Park Drive, Knoxville, Tennessee 37922 ("Developer").

*****WITNESSETH*****

WHEREAS, the Developer is the owner of a tract of land designated as Parcel 44 on Tax Map 152 by Knox County, Tennessee, which fronts on Virtue Road and contains approximately 87.1 acres, as more particularly described on Exhibit A attached hereto (the "Property"); and

WHEREAS, Developer seeks to develop the Property into a subdivision to be known as Brookmere ("Subdivision") within Farragut and is willing to contribute, as a condition to Farragut approving the rezoning of the Property to R-1/OSR and FPD, to the cost of certain improvements to Virtue Road that Farragut intends to make to bring said road into compliance with Farragut's requirements for roads of the type that Virtue Road has been designated; and

WHEREAS, due to certain characteristics of Virtue Road and Farragut's desire to make additional improvements to Virtue Road, Farragut is willing, in order to receive the benefit for its citizens and residents of the improvements that Developer intends to make to the Subdivision, to make the necessary improvements and contribute to the costs of the overall improvements to Virtue Road; and

WHEREAS, Farragut and Developer desire to memorialize in writing the terms, conditions and agreements of the parties and the responsibilities of the parties with respect to the improvement of Virtue Road as described hereinafter and the costs associated with the improvement of Virtue Road, from the entrance to the Subdivision, north approximately 2,850 feet, to a point 700 feet south of Kingston Pike, and the addition of pedestrian facilities on the east side of Virtue Road along the entire frontage of the Property, including a pedestrian bridge over Little Turkey Creek, all as ultimately approved by the FMPC per the Subdivision Regulations and site plan approval process (the "Virtue Road Improvement"); and

WHEREAS, the Farragut Municipal Planning Commission (the "FMPC") granted approval of the rezoning of the Subdivision site conditioned upon Virtue Road being improved to the standards provided for in the Farragut Subdivision Regulations for "major collector street standards;" and

WHEREAS, the Farragut Board of Mayor and Alderman (the "FBMA") adopted the ordinance rezoning the Subdivision site conditioned upon the owner of the property being rezoned entering into this Cost Sharing Agreement with the Town in which it commits to collect and provide to the Town a sum equivalent to the pro rata share of the cost of improving a portion of Virtue Road based upon the estimated usage of the portion of Virtue Road by residents of the Subdivision compared with total estimated usage and to secure such obligations with a recorded document that would run with the land; and

WHEREAS, regardless of the conditional passage of the rezoning ordinance, the rezoning will not become effective until developer actually becomes the owner of the subdivision site being rezoned and executes and records this Agreement; and

WHEREAS, the execution and recording of this Agreement in the Office of the Register of Deeds for Knox County, Tennessee shall satisfy the rezoning conditions imposed by Farragut, and the Property shall be zoned R-1/OSR and FPD effective as of the date of the recording of this Agreement.

NOW, THEREFORE, in consideration of their mutual promises and undertakings and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Responsibilities of Farragut.** Farragut shall be responsible for the following:
 - a. the acquisition, at its expense, of the necessary right-of-way ("ROW") and easements from affected property owners for the Virtue Road Improvement, except necessary property owned by Developer and any easement required for the construction of the pedestrian bridge; provided, however, Developer and Farragut agree to split the cost to acquire any necessary easement for the pedestrian bridge, if the bridge cannot be located entirely on the Property, as long as such cost is mutually acceptable to Developer and Farragut;
 - b. pay for the professional engineering services to provide all necessary design services to prepare complete construction, right-of-way and easement acquisition plans for the Virtue Road Improvements, including the engineering and planning for the provision of the widening and reconstruction of Virtue Road; the installation of curbs, gutters, storm drains, and the required walking trails or sidewalks (except those walking trails and sidewalks located on Developer's property and any necessary bridge); and the tie-ins to existing accessways on Virtue Road, if any (the "Plans");
 - c. pay a portion of the construction costs as provided in paragraph 5;
 - d. use its authority and influence to require the relocation of existing utilities, if necessary;
 - e. construct the Virtue Road Improvement, except for the pedestrian walking trail that extends upon the Property and the pedestrian bridge necessary to accommodate the walking

trail, both of which shall be designed and constructed by the Developer as provided in paragraphs 2f and 2g; and

f. thereafter maintain, repair and replace the Virtue Road Improvement, including the pedestrian walking trail and pedestrian bridge to be constructed by Developer, at Farragut's sole cost and expense; provided, however, that the Developer shall be obligated to maintain, repair and replace the pedestrian walking trail and pedestrian bridge at the Developer's sole cost and expense until the expiration of the two-year maintenance letter of credit that will be required by Farragut for the infrastructure improvements to be made by the Developer to the Subdivision.

2. Responsibilities of Developer. Developer shall be responsible for the following:

a. the Developer shall pay to Farragut a one-time fee for each buildable, residential lot in the Subdivision (each, a "Lot" and collectively, the "Lots") that shall be used by Farragut to offset the ultimate cost of designing and constructing the Virtue Road Improvements (each, a "Lot Fee" and collectively, the "Lot Fees").

Based upon the 142 Lots applied for by the Developer, the Lot Fee is estimated to be Three Thousand Nine Hundred and Eighty-Eight and 01/100 Dollars (\$3,988.01) per Lot. The Lot Fee is calculated in the manner provided in paragraph 2b. and will be adjusted if the number of Lots ultimately approved by Farragut is more or less than 142.

b. The parties agree for the purposes of fixing the amount of the total Lot Fees to be paid by the Developer pursuant to this Agreement, regardless of the final actual costs of the Virtue Road Improvements, as follows:

- (1) that the current average daily traffic on Virtue Road is 4,250 trips per day; and
- (2) that the Subdivision will increase the trips per day on Virtue Road by 10 trips multiplied by the number of Lots, but only 75% of those additional trips will travel north over and across the Virtue Road Improvement (the "Subdivision Trips"); and
- (3) that the percentage impact of the Subdivision on the future usage of Virtue Road is the Subdivision Trips divided by the sum of 4,250 plus the Subdivision Trips (the "Percentage Impact"); and
- (4) the cost per linear foot for the Virtue Road Improvements without sidewalks is \$626; and
- (5) the cost per linear foot for the pedestrian facilities is \$348; and
- (6) the portion of Virtue Road between Kingston Pike and the entrance to the Subdivision that must be improved to major collector standards consists of 2,850 linear feet; and

- (7) the portion of the frontage of the Subdivision property on Virtue Road south of the entrance of the Subdivision that must be improved with pedestrian facilities consists of 600 linear feet; and
- (8) for purposes of calculating the total Lot Fees, the total cost of roadway improvements for which the Developer is responsible is the Percentage Impact times the estimated cost of the road portion of the improvement (\$626 x 2,850, or \$1,784,100) plus the estimated cost of the pedestrian facilities (\$348 x 600, or \$208,800).

For example, if there are 142 Lots, the Subdivision Trips will be 1,065.00 (i.e. $142 \times 10 = 1,420 \times 0.75 = 1,065.00$), the Percentage Impact will be 0.20038 (i.e. $1,065 / (4,250 + 1,065) = 0.20038$) and the total Lot Fees will be \$566,297.96 (i.e. $0.20038 \times \$1,784,100 + \$208,800 = \$566,297.96$) or a Lot Fee of \$3,988.01 per Lot.

c. In order to secure its obligation to Farragut to pay the Lot Fee, and as a condition to final approval of the plat for the Subdivision, the Developer shall, at its option, either (i) provide Farragut with an irrevocable standby letter of credit from a reputable lender acceptable to Farragut in an amount equal to the Lot Fee multiplied by the total number of Lots ultimately approved by Farragut or (ii) grant Farragut a first priority lien on each Lot in the amount of the Lot Fee by executing and recording in the Office of the Register of Deeds for Knox County, Tennessee an amendment to this Agreement, in a form satisfactory to Farragut's Attorney, whereby Developer grants Farragut such a lien.

d. The parties agree that notwithstanding any provision herein to the contrary, that the Lot Fee amount is due for each dwelling unit ultimately constructed within the Subdivision such that should the Subdivision be sold in bulk with an approved final plat with less than the maximum entitlement of 142 Lots and the Lot Fees are paid upon such sale, and then the purchaser amends the final plat to increase the number of Lots in the Subdivision, each of the additional Lots shall be encumbered by a lien in the amount of the adjusted Lot Fee based on the increased number of Lots and the Lot Fees that have already been paid. Such will be a condition and requirement upon the approval by the Farragut Planning Commission of any amended final plat, which increases the number of Lots.

e. Because open space lots or common areas within the Subdivision will not have a dwelling unit, no Lot Fees are owed on, and no lien shall encumber open space lots and common areas, or be due upon their disposition, or the application for a building permit for amenities to be constructed thereon.

f. As part of its work of constructing the infrastructure of the Subdivision, Developer will cause the design and construction of the pedestrian walking trail that spans the Property for which Farragut will reimburse Developer the not-to-exceed amount of Fifty-Five Thousand Dollars (\$55,000.00) of the costs it incurs in so doing.

g. As part of its work of constructing the infrastructure of the Subdivision, Developer will cause the design and construction of any pedestrian bridge over Little Turkey Creek which becomes necessary by reason of where the Developer proposes to place the walking

trail. Farragut will reimburse Developer seventy-five percent (75%) of the costs incurred by the Developer in designing and constructing the bridge not to exceed Seventy-Five Thousand Dollars (\$75,000.00).

h. The walking trail and bridge, if any, shall be submitted for approval of Farragut as a part of the Developer's preliminary plat, and once installed by the Developer, the "as-built" trail and easement will be depicted on the final plat for the Subdivision.

3. Real Property Owned by Developer. Developer expressly agrees that it shall not be compensated by Farragut in any manner for any of its property condemned in connection with the Virtue Road Improvement, and that it must voluntarily contribute such property as may be necessary to adequately provide an appropriate ROW and/or easements for the Virtue Road Improvement.

4. Acquisition of ROW. Upon completion of the planning documents in accordance with paragraph 1.b., Farragut shall take steps to acquire the necessary ROW for the Virtue Road Improvement that is not owned by Developer.

5. Construction Costs and Payment.

a. Farragut shall have ten (10) years within which to commence the construction of the Virtue Road Improvement.

b. The Lot Fee for each Lot shall be paid to Farragut either upon application for a building permit for a particular Lot, or upon the sale by Developer of a Lot to an unaffiliated third party, whichever occurs first. For purposes of this Agreement, an "unaffiliated third party" does not include Saddlebrook Properties, LLC or any person or entity directly or indirectly controlling, controlled by or under common control with the Developer or its principal owners. Upon the receipt of payment to satisfy the Lot Fee for a Lot, Farragut will, as applicable, either (i) execute a release in recordable form related to the Lot for which the lien of the Lot Fee is being satisfied or (ii) acknowledge to the issuer of the standby letter of credit that the amount of the letter of credit shall be reduced commensurate with the Lot Fee being satisfied.

c. Should Developer opt not to obtain a letter of credit to secure the Lot Fees, then a condition of the approval and recording of the final plat shall be the execution and recording by all priority lien holders and any other holder of a lien or an encumbrance upon the lots in the Subdivision of an instrument subordinating the liens of their encumbrances to the lien or liens in favor of Farragut securing the Lot Fees, in a form satisfactory to Farragut's Attorney.

d. Should Developer not be able to obtain the subordinations described herein, or should it opt to secure its obligations by obtaining a letter of credit, then a condition of the approval and recording of the final plat shall be delivery to Farragut of the irrevocable standby letter of credit in the amount provided for hereinabove with an expiration date of one (1) year, but automatically renewable for successive one (1) year periods unless the issuer gives Farragut notice, in writing, ninety (90) days prior to its expiration date, at which time Farragut can draw up to the full face value of the letter of credit or an amount equal to the unpaid Lot Fees, whichever is less, or accept other adequate security acceptable to Farragut, in the amount of the unpaid Lot

Fees, such as a first priority lien on each Lot in an amount equal to the unpaid Lot Fees divided by the total number of Lots.

e. To the extent that the cost of constructing the Virtue Road Improvement exceeds the product of the number of Lots in the Subdivision multiplied by the Lot Fee, the excess expense shall be borne by Farragut, or possibly third parties whose developments outside of the Subdivision would impact traffic on Virtue Road.

6. Transfer of Subdivision Site Prior to Final Plat Approval.

a. Prior to final approval of the final plat by the Planning Commission and its recordation, the Developer agrees that neither the Subdivision Site nor any portion thereof will be transferred by Developer without first providing Farragut with notice of when the proposed transfer is to occur and who the proposed transferee is, along with the appropriate address and telephone number of the proposed transferee.

b. If it is the proposed transferee's intention to develop the Subdivision Site or any portion thereof as a subdivision or other development for residential housing, the Developer agrees as part of such transaction to secure from the proposed transferee and to furnish Farragut with an assumption agreement by which the transferee agrees to perform the obligations required under this Agreement that are applicable to the property to be acquired by the transferee. Unless otherwise agreed by Farragut, the Developer will not be released from any of its obligations hereunder by virtue of such transfer, and the Developer and the transferee both shall be jointly and severally liable to Farragut following such transfer for all obligations hereunder that are applicable to the property transferred. Said assumption agreement will be subject to the approval of Farragut's Attorney.

c. If the Developer and the transferee intend to enter into an assumption agreement whereby the Developer is released from its obligations under this Agreement, the Developer must present the assumption agreement to Farragut for consideration and possible approval by the Board of Mayor and Aldermen. In the event of such approval, the transferee will be required to furnish new security acceptable to Farragut, as a condition to the Developer being released from its obligations under this Agreement.

d. If it is not the proposed transferee's intention to develop the Subdivision Site as a residential subdivision or other development for residential housing, the transferee must satisfy all applicable written requirements of Farragut, including review by and approval of all appropriate Boards and Commissions.

e. The Developer understands that if the Developer transfers the Subdivision Site or any portion thereof prior to the final approval of the final plat by the Planning Commission and its recordation without providing the notice of transfer and Assumption Agreement as required herein, it will be in breach of this Agreement and, at a minimum, Farragut may require that all work be stopped relative to the Subdivision.

7. Refunds. Any Lot Fee or portion thereof collected pursuant to this Agreement which has not been expended by Farragut on the Virtue Road Improvements within twelve (12)

years of the payment of said Lot Fee shall, upon the application of the payor, be refunded to the payor. All funds collected shall be deemed to be expended in the same order in which they were collected.

8. Rights of Mortgagees.

a. *Mortgages Permitted.* Nothing in this Agreement prohibits the Developer from encumbering the Property or any portion thereof with one or more deeds of trust in favor of a mortgage lender, provided such deeds of trusts are subordinated in the manner required in Section 5(c) above should the Developer opt not to obtain a letter of credit to secure the Lot Fees. In addition, nothing in this Agreement shall limit, impair or restrict the rights of a mortgagee to (1) foreclose on or take title to the Property or any portion thereof pursuant to the remedies provided in the deed of trust or (2) accept a deed (or assignment) in lieu of foreclosure in the event of default by the Developer, and such foreclosure or acceptance of a deed in lieu of foreclosure and the subsequent sale of the Property by the mortgagee, if it acquires title to the Property at foreclosure or by deed in lieu, will not constitute a "sale by Developer of a Lot to an unaffiliated third party" for purposes of triggering the obligation to pay the outstanding Lot Fees as provided in Section 5(b) provided Farragut retains or is granted a first priority lien on each Lot in the amount of the Lot Fee or such other adequate security acceptable to Farragut.

b. *Right to Cure Defaults.* Upon written request to Farragut (such request to state the name and address of such mortgagee), Farragut agrees to give written notice to such mortgagee of any default by the Developer under this Agreement, specifying the nature of such default, and thereupon the mortgagee shall have the right (but not the obligation) to cure such default, and Farragut shall not exercise any of its remedies under this Agreement and until it has afforded the mortgagee thirty (30) days after the mortgagee's receipt of such notice to cure such default and a reasonable period of time in addition thereto (i) if the circumstances are such that said default cannot reasonably be cured within said thirty (30) day period and the mortgagee has commenced and is diligently pursuing such cure, or (ii) during and after any litigation action including a foreclosure, bankruptcy, possessory action or a combination thereof.

c. *Limitation Of Liability.* In the event that a mortgagee succeeds to the interest of Developer under this Agreement, or title to the Property, then, if applicable, the mortgagee and any successor shall assume and be bound by the obligations of Developer under this Agreement which accrue from and after such party's succession to Developer's interest in the Property, but the mortgagee and such successor shall not be: (i) liable for the payment of any Lot Fee that the Developer was obligated to pay prior to the date of such succession or (ii) bound by any amendment, modification or termination of the this Agreement affecting the interests of the mortgagee, made after the date hereof without the mortgagee's prior written consent. Nothing in this section shall be deemed to waive any of Farragut's rights and remedies against the Developer.

9. Dispute resolution.

a. *Negotiation between executives.* The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management. Any party may give the other party written notice of any dispute not resolved in the

normal course of business. Within fifteen (15) days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and the response shall include (a) a statement of each party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within thirty (30) days after delivery of the disputing party's notice, the executives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

b. *Mediation.* If the dispute has not been resolved by negotiation within thirty (30) days of the disputing party's notice, or if the parties failed to meet within (15) days, the parties shall endeavor to settle the dispute by mediation under the then current Center for Public Resources ("CPR") Mediation Procedure. Unless otherwise agreed, the parties will select a mediator from the CPR Panels of Distinguished Neutrals.

c. *Arbitration.* Any dispute arising out of or relating to this Agreement or the breach, termination or validity thereof which has not been resolved by a non-binding procedure as provided herein within ninety (90) days of the initiation of such procedure, shall be settled by arbitration in accordance with the then current CPR Rules for Non-Administered Arbitration by a sole arbitrator; provided, however, that if either party will not participate in a non-binding procedure, the other may initiate arbitration before expiration of the above period. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1-16 to the exclusion of state laws inconsistent therewith, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration shall be Knox County, Tennessee. The arbitrator is not empowered to award damages in excess of compensatory damages and each party hereby irrevocably waives any right to recover such damages with respect to any dispute resolved by arbitration.

The statute of limitations of the State of Tennessee applicable to the commencement of a lawsuit shall apply to the commencement of an arbitration hereunder, except that no defenses shall be available based upon the passage of time during any negotiation or mediation called for by the preceding paragraphs of the dispute resolution provisions of this Agreement.

10. Assignment. Neither party shall assign its rights in this Agreement without the prior written consent of the other party.

11. Entire Agreement. This Agreement contains the entire understanding of the parties in regard to the matters discussed herein and supersedes any and all prior understandings, agreements, oral or written representations, or promises between the parties.

12. Governing Law. This Agreement shall be governed by, interpreted, and construed in accordance with the laws of the State of Tennessee (without regard to rules or laws regarding conflict of laws).

13. Severability. In the event that any provisions of this Agreement shall be held invalid, unenforceable or void for any reason, the remaining provisions of this Agreement shall not be affected, said provisions being severable.

14. Waiver. The failure of either party to require performance by the other of any provision hereunder shall in no way affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provisions themselves.

15. Notices. Any notice required or permitted under this Agreement to be given to or from Farragut and/or Developer shall be in writing and may be given in any one or more of the following means, and shall be effective as provided for hereinbelow:

a. By personal delivery, in which such event notice shall be effective upon receipt; or

b. By telefax or other similar telephonic transmission, in which event such notice shall be effective upon receipt; or

c. By Federal Express or other similar overnight courier service, in which event notice shall be effective upon the earlier of the receipt by the addressee or the day promised for delivery by such courier, or if such day is not a business day, on the first business day following the day promised for delivery by such courier service; or

d. By First Class Mail, postage prepaid, in which event such notice shall be effective three (3) business days following the day postmarked for delivery.

All written notices required or permitted to be given to Farragut under this Agreement shall be addressed to the parties identified hereinbelow:

FARRAGUT:

David Smoak
Town Administrator
Town of Farragut
11408 Municipal Center Drive
Farragut, Tennessee 37934

All written notices required or permitted to be given to Developer under this Agreement shall be addressed to the parties identified hereinbelow:

DEVELOPER:

Homestead Land Holdings
Attn: Robert L. Mohny

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 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 corporation by himself as Mayor.

WITNESS my hand, at office, this ____ day of _____, 2018.

Notary Public

My Commission Expires: _____

APPROVED AS TO FORM:

By: _____
Town Attorney

STATE OF TENNESSEE
COUNTY OF KNOX

Personally appeared before me, the undersigned authority, in and for said County and State, appeared **Robert L. Mohnhey**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon this oath acknowledged himself to be the Managing Member of **Homestead Land Holdings, LLC**, the within named bargainor, a Tennessee limited liability company, and that he as such duly authorized Managing Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company as such duly authorized Managing Member.

Witness my hand and official seal at Knoxville Tennessee, this 8th day of June, 2018.

Robert D. Dotson
Notary Public

My Commission Expires: 3/31/2021



122 Perimeter Park Drive
Knoxville, Tennessee 37922

16. Headings. Headings to items herein are for convenience only and shall not be construed to have any effect or meaning with respect to the content of such terms.

17. Binding Effect. All of the covenants, conditions and restrictions in this Agreement are intended to be and shall be construed as covenants running with the Property, binding upon the Developer and its successors and assigns.

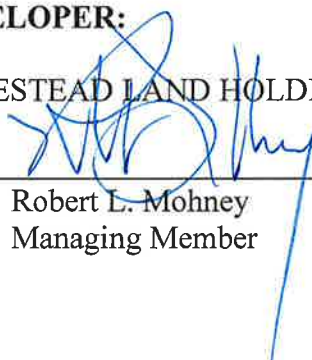
IN WITNESS WHEREOF, the parties acknowledge that they have read, understand and agree to all of the provisions of this Agreement and have executed this Agreement on the day and year first above written.

TOWN OF FARRAGUT

Dr. Ralph McGill
Mayor

DEVELOPER:

HOMESTEAD LAND HOLDINGS, LLC

By: 

Robert L. Mohny
Managing Member

EXHIBIT A

Legal Description of Property

SITUATED in the Farragut West district of Knox County, Tennessee, without the corporate limits of the City of Knoxville, Tennessee, and being more particularly bounded and described as follows:

BEGINNING at an iron pin set in the eastern right of way of Virtue Road, corner to Fox Den Country Club (Plat Cabinet L, Slide 184-C; Warranty Book 1894, page 372); thence leaving Fox Den Country Club, and with the eastern right of way of Virtue Road, the following seven (7) calls and distances: 1) South 80 deg. 49 min. 14 sec. West, 149.88 feet to an iron pin set; 2) with a curve to the right, said curve having a radius of 145.00 feet, an arc length of 143.50 feet, and a chord bearing and distance of North 70 deg. 49 min. 43 sec. West, 137.71 feet to an iron pin set; 3) North 42 deg. 28 min. 41 sec. West, 133.19 feet to an iron pin set; 4) with a curve to the left, said curve having a radius of 2030.00 feet, an arc length of 89.96 feet, and a chord bearing and distance of North 43 deg. 44 min. 51 sec. West, 89.95 feet to an iron pin set; 5) North 45 deg. 01 min. 01 sec. West, 586.91 feet to an iron pin set; 6) with a curve to the right, said curve having a radius of 1970.00 feet, an arc length of 192.25 feet, and a chord bearing and distance of North 42 deg. 13 min. 16 sec. West, 192.18 feet to an iron pin set; and 7) North 39 deg. 25 min. 32 sec. West, 22.41 feet to an iron pin set, corner to Lot 115, Block A, Sugarwood Subdivision, Unit 4 (Plat Cabinet K, Slides 206-B and 206-C); thence leaving the eastern right of way of Virtue Road, and with Lots 115, 114, 113 and 112, North 53 deg. 50 min. 49 sec. East, 529.54 feet to a 5/8 inch rebar found, corner to Lot 112 and in the line of Lot 109; thence with Lots 109 then Lot 108, South 61 deg. 49 min. 29 sec. East, 340.59 feet to a 5/8 inch rebar found; thence continuing with Lot 108 and then Lot 107, North 49 deg. 52 min. 07 sec. East, 200.54 feet to an iron pin set; thence continuing with Lot 107, then Lot 104, North 28 deg. 09 min. 07 sec. East, 402.77 feet to a 5/8 rebar found, corner to Lot 103; thence with Lot 103, North 12 deg. 38 min. 07 sec. East, 290.64 feet to a 5/8 inch rebar found, corner to Lot 99; thence with Lot 99, North 33 deg. 39 min. 33 sec. West, 74.43 feet to an iron pin set; thence continuing with Lot 99 and then Lot 98, North 37 deg. 19 min. 07 sec. East, 139.28 feet to an iron pin set; thence continuing with Lot 98, North 80 deg. 46 min. 07 sec. East, 37.01 feet to an iron pin set; thence continuing with Lot 98 and then Lots 97, 96 and 95, North 33 deg. 34 min. 07 sec. East, 387.23 feet to an iron pin set; thence with Lot 95, North 23 deg. 05 min. 53 sec. West, 96.63 feet to an iron pin set; thence with Lot 95 and then Lot 94, North 43 deg. 26 min. 07 sec. East, 126.88 feet to an iron pin set; thence with Lot 94 and then Lots 93 and 92, North 02 deg. 42 min. 07 sec. East, 148.04 feet to an iron pin set; thence continuing with Lot 92 and then Lots 91 and 90, North 22 deg. 30 min. 07 sec. East, 401.13 feet to an iron pin set, corner of Lot 90 and Lot 89, Sugarwood Subdivision, Unit 4, and Lot 80, Sugarwood Subdivision, Unit 2 (Plat Cabinet F, Slide 79-C); thence with Lot 80, South 34 deg. 25 min. 18 sec. East, 15.46 feet to an iron pin set, corner to Lot 78; thence with Lot 78, South 37 deg. 24 min. 35 sec. East, 46.37 feet to a 5/8 inch rebar found, corner to Lot 77; thence with Lot 77 and then Lot 76, South 36 deg. 37 min 08 sec. East, 371.48 feet to an iron pin set, corner to Lot 75; thence with Lot 75 and then Lots 73 and 72, South 33 deg. 41 min. 56 sec. East, 397.19 feet to a 5/8 inch rebar found, corner to Lot 71; thence with Lot 71 and then Lots 70 and 69, South 33 deg. 36 min. 29 sec. East, 266.97 feet to an iron pin set; thence continuing with Lot 69 and then Lots 68, 67 and 66, South 37 deg. 39 min. 34 sec. East, 415.00 feet to an iron pin set, corner to Lot 65; thence continuing with Lot 65 and then Lot 64, South 33 deg. 20 min. 34 sec. East, 279.67 feet to an iron pin set; thence continuing with Lot 64 and then Lot 63, South 45 deg. 27 min. 34 sec. East, 364.42 feet to a 1 and 1/4 inch iron pipe found in the line of Lot 21, Kingsgate Subdivision, Unit 2 (Plat Cabinet E, Slide 26-D); thence with Lot 21 and then Lot 22, South 34 deg. 27 min. 44 sec. West, 144.80 feet to an iron pin set, corner to Lot 23; thence

with Lot 23 and then Lots 24 and 25, South 47 deg. 41 min. 39 sec. West, 314.27 feet a 5/8 inch rebar found, corner to Lot 26; thence with Lot 26 and then Lots 27, 28, 29, 30, and 33, and then Lot 1, Kingsgate Subdivision, Unit 3 (Plat Cabinet E, Slide 55-B), South 50 deg. 49 min. 43 sec. West, 991.44 feet to a 5/8 inch rebar found, corner to Lot 3; thence with Lot 3 and then Lots 4 and 5, South 50 deg. 30 min. 55 sec. West, 388.50 feet to an iron pin set in line with the Town of Farragut (Warranty Book 1973, page 387); thence with the Town of Farragut, North 47 deg. 53 min. 22 sec. West, 98.03 feet to an iron pin set; thence continuing with the Town of Farragut and then with Fox Den Country Club, North 66 deg. 20 min. 07 sec. West, 237.60 feet to an iron pin set; thence continuing with Fox Den Country Club the following four (4) calls and distances: 1) North 75 deg. 54 min. 08 sec. West, 205.35 feet to an iron pin set; 2) South 65 deg. 14 min. 52 sec. West, 34.54 feet to an iron pin set; 3) South 33 deg. 27 min. 02 sec. West, 48.29 feet to an iron pin set; and 4) South 06 deg. 38 min. 32 sec. West, 114.13 feet to the iron pin marking the POINT OF BEGINNING, containing 87.34 acres (3,804,587 square feet), more or less, as shown on survey of Ryan S. Lynch, Surveyor, Tennessee RLS No. 2447, dated November 21, 2017, bearing Project No. 4040. Surveyor's Address: Lynch Surveys LLC, 4405 Coster Road, Knoxville, TN 37912.

BEING the same property conveyed to Homestead Land Holdings, LLC by Warranty Deed from L.E. Harville, Jr., and wife, Judith O. Harville, dated May 14, 2018, filed for record as Instrument No. 201805150067380 in the Knox County Register of Deeds Office.