FARRAGUT BOARD OF MAYOR AND ALDERMEN
AGENDA
July 12, 2018

WORKSHOP
6:30 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. June 28, 2018

VI. **Ordinances**
   A. Public Hearing and Second Reading
      1. 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)
      2. 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)

VII. **Business Items**
   A. Approval of proposal from Urban Engineering for design of sidewalk connection at Smith Road, from Everett Road to Andover Boulevard.
   B. Approval of proposal for mapping and assessment of the Town of Farragut's stormwater infrastructure

C. Approval of Alternate Date for the November 8th Board of Mayor and Aldermen Meeting
D. Approval of Purchase Agreement for property located at 239 Jamestowne Blvd.
E. Approval of Memorandum of Understanding between the Town of Farragut and Knox County

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 <u>not</u> 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 BOARD OF MAYOR AND ALDERMEN
MINUTES
June 28, 2018

BUDGET WORKSHOP
6:30 PM

BMA MEETING
7:00 PM

I. **Silent Prayer, Pledge of Allegiance, Roll Call**

II. **Approval of Resolution R-2018-08, A Resolution of The Town of Farragut, Tennessee, Board of Mayor and Aldermen to Declare Vacant the Seat of Mayor**

III. **Oath of Office, Mayor**
   A. Ron Pinchok

IV. **Approval of Agenda**

V. **Mayor's Report**

VI. **Citizens Forum**

VII. **Approval of Minutes**
   A. June 14, 2018

VIII. **Ordinances**
   A. Public Hearing and Second 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)

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 18-11, 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)
6. 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

B. First Reading
   1. 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)
   2. 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)

IX. Business Items

A. Approval of request for a variance from the distance between driveways requirement in the Driveways and Other Accessways Ordinance in association with a requested right in right out access onto Concord Road for the property referenced as 816 Concord Road, Parcel 001, Tax Map 153B, Group B, .5 Acres, Zoned RA (Knox County) (John and Sarah Mailen, Applicant)
B. Approval of Software Upgrade Proposal from Tyler Technologies
C. Approval of Intergovernmental Agreement for Licensing South Central Planning and Development Commission (SCPDC) Software
D. Approval of Memorandum of Understanding between the Town of Farragut and the Farragut Business Alliance
E. Approval of Appointment to the Farragut Parks & Athletics Council

X. Town Administrator's Report

XI. Town Attorney's Report

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

Approval of Resolution R-2018-08, A Resolution of The Town of Farragut, Tennessee, Board of Mayor and Aldermen to Declare Vacant the Seat of Mayor

Motion was made to approve Resolution R-2018-08. Moved by Alderman Markli, seconded by Alderman Williams; voting yes, Aldermen Markli, Pinchok, Povlin and Williams; no nays, motion passed.

Oath of Office, Mayor

Senator Dr. Richard Briggs swore in Ron Pinchok as Farragut's 4th Mayor.

Approval of Agenda

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

Mayor's Report

Mayor Pinchok expressed how saddened he is by Ralph McGill's passing and that he is honored and humbled to be able to serve as Mayor.

Alderman Povlin read the following article from Heather Beck.

Town of Farragut is McGill's legacy

Heather Beck June 27, 2018

When most of us consider the legacy we might leave, we likely do not consider that our impact would reach the tens of thousands. But Ralph McGill's does.

Without him, there would be no Town of Farragut.

That may seem easy to read over, so try it this way – Ralph's legacy is the community you live in and love. It is not hyperbole to say that your home, your street, your park, your life would be different were it not for Ralph McGill. Because without Ralph, Farragut would be different, and likely would not be at all.

In 1979, Ralph McGill sat in the living room of his house in Village Green subdivision and watched his backyard flood. The price of errant development and inconsistent rules, the backyard flooding of Ralph and Marianne McGill's first home in Farragut was a catalyst that led to the grassroots founding of the Town. Others were already discussing the idea of incorporation to control the uncontrolled, to ensure beauty where there was a flooded mass of mud, but all the original founders acknowledge Ralph organized and managed the incorporation effort.

"We all had an idea to incorporate, but no one was willing to step up and lead. That was Ralph," said Eric Johnson, another founding father of Farragut. "He had the courage and conviction to lead this effort. That was his character. He was always dedicated to making sure the government worked for the people."

With car odometers and pencils and paper, Ralph and other founders walked and drove the borders of what would be the Town of Farragut. He knocked on doors to collect petition signatures and to encourage voters to come out to the polls. He gave interviews to the press and participated in debates at Farragut High School. His even keel protected the idea of the Town during those contentious times, when a stray comment might have ruined the effort. His determination and drive kept the fight alive when convenience or apathy might have led down the path of least resistance.

"Ralph was the savior of the incorporation effort," said Betty Dick, current Farragut Municipal Planning Commission and member of the founding group. "He led us in the direction we needed to go, and with him we put this whole thing together in 20 days. We've lost a really great man, and I hope the people of Farragut know that. He was honest and forward and had great integrity. He truly believed in the Town of Farragut."

"As mayor, he always sought others' opinions and worked to represent everyone in the community. He was an outstanding mayor," Johnson said.

When the incorporation fight was over, McGill returned to his life, to his family, to his job at ORNL as a mechanical engineer. He let others lead the Town and watched the community he loved gain shape, grow and thrive.

When Ralph became Farragut's third mayor, it was a return to his legacy.

Ralph might have been an engineer by trade, but he was an activist at heart. A true community politician, a believer in governance for the people. He kept photographs of Village Green flooding, of people wading through their driveways in water up to their knees. When he described his work to fix those issues – and many others – he equated it to the American Revolution, to a David and Goliath battle.

For Ralph, there was a reason the Town was named Farragut. Like Admiral David Glasgow Farragut, he, too, had stood in the fray and shouted "Damn the torpedoes! Full speed ahead!"

He and the other founders stood against the giant … and won.

Funeral services for McGill will be held Friday, June 29, in the worship center at First Baptist Concord. Viewing will be from 5-6:45 p.m. and a celebration of life service will begin at 7 p.m. In lieu of flowers, memorials may be made to the Crohn's and Colitis Foundation at crohnsandcolitisfoundation.org.

Heather Mays Beck, now communications manager at BarberMurry, wrote the book "Full Speed Ahead" in 2013.

Citizens Forum

John Schoonmaker, Knox County Commissioner, gave an update of the road project on North Campbell Station Road.

Approval of Minutes

Motion was made to approve the minutes of June 14, 2018 as presented. Moved by Alderman Povlin, seconded by Alderman Williams; voting yes, Mayor Pinchok, Aldermen Markli, Povlin and Williams; no nays; motion passed.

Ordinances

Public Hearing and Second Reading

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)

Motion was made to approve Ordinance 18-03 on second and final reading. Moved by Alderman Povlin, seconded by Alderman Markli; voting yes, Mayor Pinchok, Aldermen Markli, Povlin and Williams; no nays; motion passed.

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)

Motion was made to approve Ordinance 18-05 on second and final reading. Moved by Alderman Markli, seconded by Alderman Povlin; voting yes, Mayor Pinchok, Aldermen Markli, Povlin and Williams; no nays; motion passed.

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)

Motion was made to approve Ordinance 18-07 on second and final reading. Moved by Alderman Povlin, seconded by Alderman Williams; voting yes, Mayor Pinchok, Aldermen Markli, Povlin and Williams; no nays; motion passed.

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)

Motion was made to approve Ordinance 18-08 on second and final reading. Moved by Alderman Povlin, seconded by Alderman Markli; voting yes, Mayor Pinchok, Aldermen Markli, Povlin and Williams; no nays; motion passed.

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)

Motion was made to approve Ordinance 18-11 on second and final reading. Moved by Alderman Povlin, seconded by Alderman Williams; voting yes, Mayor Pinchok, Aldermen Markli, Povlin and Williams; no nays; motion passed.

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

Motion was made to approve Ordinance 18-06, as amended, on second and final reading. Moved by Alderman Povlin, seconded by Mayor Pinchok; voting yes, Mayor Pinchok, Aldermen Markli, Povlin and Williams; no nays; motion passed.

First Reading

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)

Motion was made to approve Ordinance 18-09 on first reading. Moved by Alderman Povlin, seconded by Alderman Markli.

An motion was made to amend section B.iv. to read, "deliver prior to commencement of work, a completion letter of credit". Moved by Alderman Povlin, seconded by Alderman Markli; voting yes, Mayor Pinchok, Aldermen Markli, Povlin and Williams; no nays; motion passed.

Voting yes on the original motion with the amendment; Mayor Pinchok, Aldermen Markli, Povlin and Williams; no nays; motion passed.

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)

Motion was made to approve Ordinance 18-10 on first reading. Moved by Alderman Markli, seconded by Alderman Williams; voting yes, Mayor Pinchok, Aldermen Markli and Williams; Alderman Povlin recused herself from voting; no nays; motion passed.

Business Items

Approval of request for a variance from the distance between driveways requirement in the Driveways and Other Accessways Ordinance in association with a requested right in right out access onto Concord Road for the property referenced as 816 Concord Road, Parcel 001, Tax Map 153B, Group B, .5 Acres, Zoned RA (Knox County) (John and Sarah Mailen, Applicant)

Motion was made to approve the requested variance at 816 Concord Road. Moved by Alderman Markli, seconded by Alderman Povlin; voting yes, Mayor Pinchok, Aldermen Markli, Povlin and Williams; no nays; motion passed.

Approval of Software Upgrade Proposal from Tyler Technologies

Motion was made to approve the upgrade proposal from Tyler Technology in the amount of $35,500. Moved by Alderman Povlin, seconded by Alderman Markli; voting yes, Mayor Pinchok, Aldermen Markli, Povlin and Williams; no nays; motion passed.

Approval of Intergovernmental Agreement for Licensing South Central Planning and Development Commission (SCPDC) Software

Motion was made to approve the intergovernmental agreement with SCPDC. Moved by Alderman Povlin, seconded by Alderman Williams; voting yes, Mayor Pinchok, Aldermen Markli, Povlin and Williams; no nays; motion passed.

Approval of Memorandum of Understanding between the Town of Farragut and the Farragut Business Alliance

Motion was made to approve the Memorandum of Understanding between the Town of Farragut and the Farragut Business Alliance in the amount of $70,000. Moved by Alderman Markli, seconded by Alderman Williams; voting yes, Mayor Pinchok, Aldermen Markli and Williams; Alderman Povlin recused herself from voting; no nays; motion passed.

Approval of Appointment to the Farragut Parks & Athletics Council

Motion was made to appoint Valerie Deboe to a 2-year term on the Parks & Athletics Council. Moved by Alderman Povlin, seconded by Alderman Williams; voting yes, Mayor Pinchok, Aldermen Markli, Povlin and Williams; no nays; motion passed.

Town Administrator's Report

David Smoak, Town Administrator, announced that the Freedom Run would begin at 9:00 AM followed by the parade at 9:30 AM July 4th.

Meeting adjourned at 8:25PM.

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Ron Pinchok, Mayor

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Allison Myers, Town Recorder

AGENDA NUMBER VI.A.1 **MEETING DATE** **June 28, 2018**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Ordinance 18-09, Second 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.

At the Board of Mayor and Aldermen meeting on June 28, Ordinance 18-09 was approved on first reading with an amendment recommended by the Town Attorney that would require a completion letter of credit prior to commencement of work rather than prior to second reading. This amendment language is reflected in Ordinance 18-09 and was accepted in the Board's approval on first reading. Community Development Director, Mark Shipley, recommends approval of Ordinance 18-09 on second reading.

PROPOSED MOTION: To approve Ordinance 18-09 on second reading.

BOARD ACTION:

MOTION BY:____________________________ **SECONDED BY:**__________________________

VOTE/TOTAL	WILLIAMS	MARKLI	PINCHOK	POVLIN	
YES					
NO					
ABSTAIN					

AGENDA NUMBER VI.A.2. **MEETING DATE** **June 28, 2018**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Ordinance 18-10, Second 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.

At the Board of Mayor and Aldermen meeting on June 28, Ordinance 18-10 was approved on first reading with an amendment recommended by the Town Attorney that would require a completion letter of credit prior to commencement of work rather than prior to second reading. This amendment language is reflected in Ordinance 18-10 and was accepted in the Board's approval on first reading. Community Development Director, Mark Shipley, recommends approval of Ordinance 18-10 on second reading.

PROPOSED MOTION: To approve Ordinance 18-10 on second reading.

BOARD ACTION:

MOTION BY:____________________________ SECONDED BY:____________________________

VOTE/TOTAL	WILLIAMS	MARKLI	PINCHOK	POVLIN	
YES					
NO					
ABSTAIN					

ORDINANCE:	**18-10**
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.

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 or the Swan 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 provided that the Owner of the Swan Property is not already bound to perform said requirements, as well as other requirements 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, deliver prior to the commencement of work, 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 substantial 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.

C. It is the intent of this ordinance to ensure that if the Owners or developers of the subject Property does not await the completion of the improvement of Union Road by the Town, then before there are end users of lots in the residential subdivision planned for the Ivey Property and of any portion of the development of the Swan Property that the Way Station Trail Extension be usable as access to said Properties. It is the further intent of this ordinance that the buildout of the infrastructure of the developments on the Swan and Ivey Properties be allowed to occur simultaneously with the construction of the Way Station Trail Extension and the Roundabout.

SECTION 2.

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

____
Ron Pinchok, 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

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.

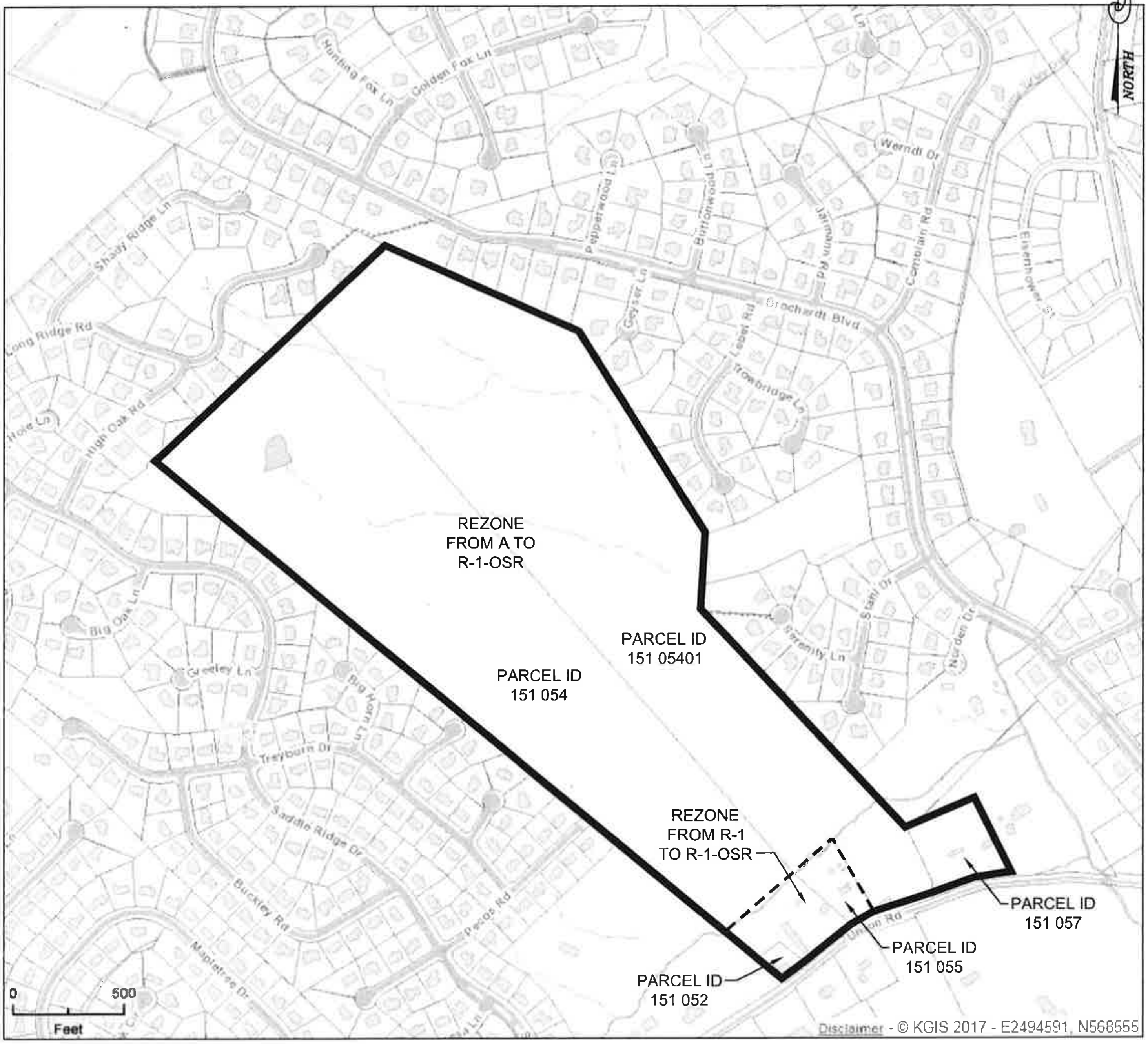
ADOPTED this 17th day of May, 2018.

Rita Holladay

Rita Holladay, Chairman

E. K. Whiting

Edwin K. Whiting, Secretary



SITE INCORPORATED
Civil Engineers ♦ Surveyors
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

farragut

LIVE CLOSER • GO FURTHER

Exhibit A

Ordinance 18-10

Rezone

Ivey Farm Property

Union Road

From

A (Agricultural) and

R-1 (Rural Single-Family Residential)

to

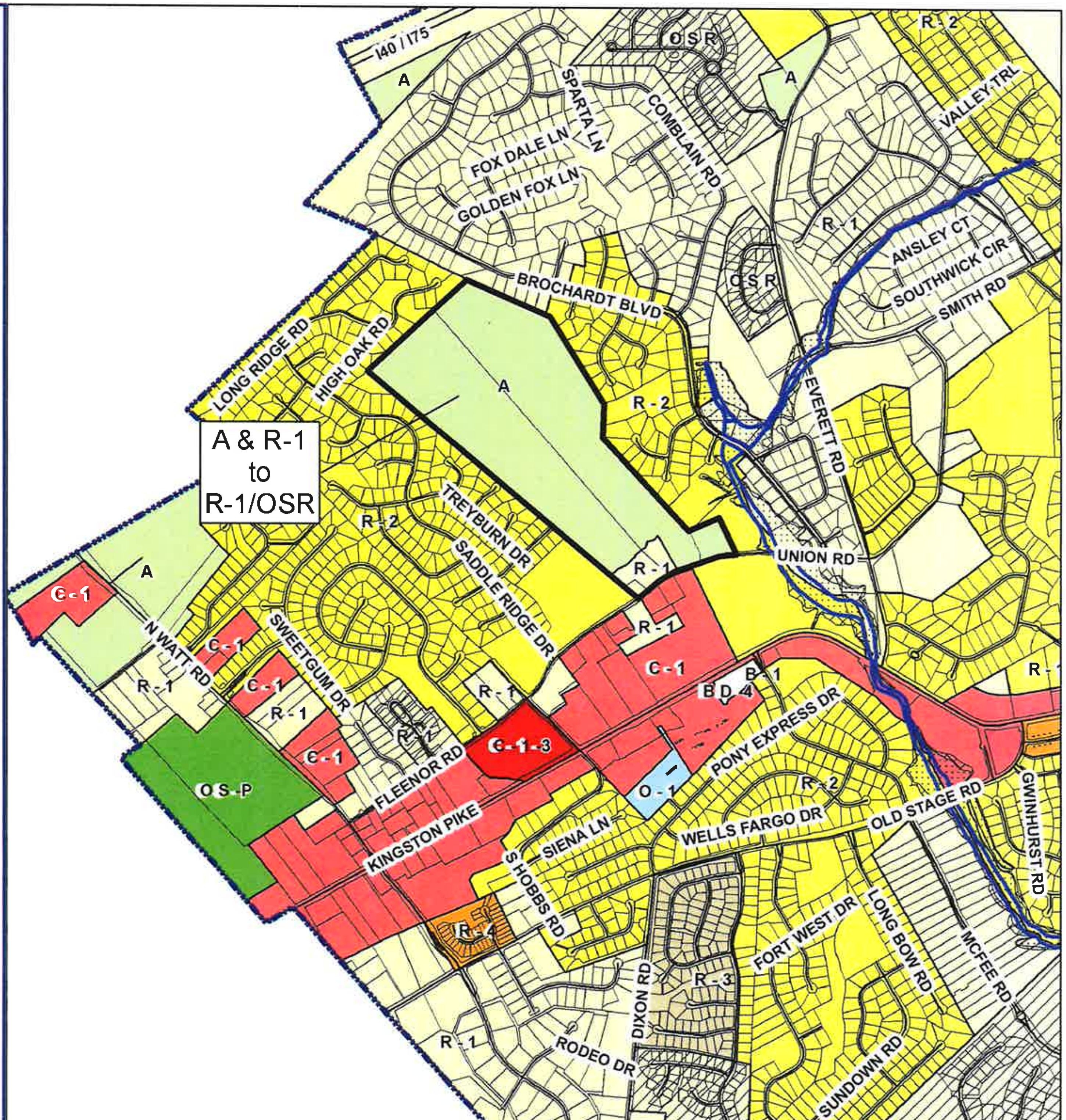
R-1/OSR (Rural Single-Family Residential/ Open Space Residential)

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

N

1 in = 1,500 ft



Document Path: G:\Farragut\Map Documents\2018\Rezoning map Ivey Property2018.mxd

AGENDA NUMBER VII. A. **MEETING DATE** **July 12, 2018**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl W. Smith, PE

SUBJECT: Approval of Proposal from Urban Engineering, Inc. for Engineering Services for Smith Road Sidewalk

---

INTRODUCTION: The purpose of this item is the approval of a proposal for final design of a sidewalk connection along the northern side of Smith Road, from Everett Road to Andover Boulevard.

BACKGROUND: With completion of the Everett Road project (and its adjacent greenways) in 2017, pedestrian facilities have been extended from Kingston Pike northward to Split Rail Farm Subdivision. A connection from these greenways along Smith Road to the existing sidewalk east of Andover will connect pedestrian facilities in the western portion of Town to Grigsby Chapel and the Grigsby Chapel and Parkside greenways (see map).

Over the course of the last year, staff (along with our consultant, Urban Engineering) has worked to secure agreement with the residents of Andover Subdivision to construct a greenway across the open space between Andover Subdivision and Smith Road. Unfortunately, we have not been able to reach agreement, and we now believe our only option is to construct sidewalk with curb & gutter along the northern side of Smith Road to complete the pedestrian connection. The project will also include approximately 3 feet of additional width of roadway pavement to mirror the existing sidewalk and roadway east of Andover Boulevard (completed in 2007). The attached proposal from Urban Engineering outlines the scope of services for preparation of final construction plans for the project, with a not to exceed limit of $56,987.50. Once plans are completed in Spring 2019, we will acquire the necessary easements for the project to proceed to construction in FY2020.

FINANCIAL SECTION:

Project: Smith Road Sidewalk

Project Budget	Requested Amount	Contracted Amount	Remaining Amount
$150,000	$56,987.50	$30,900	$62,112.50

Approved By: A Myers

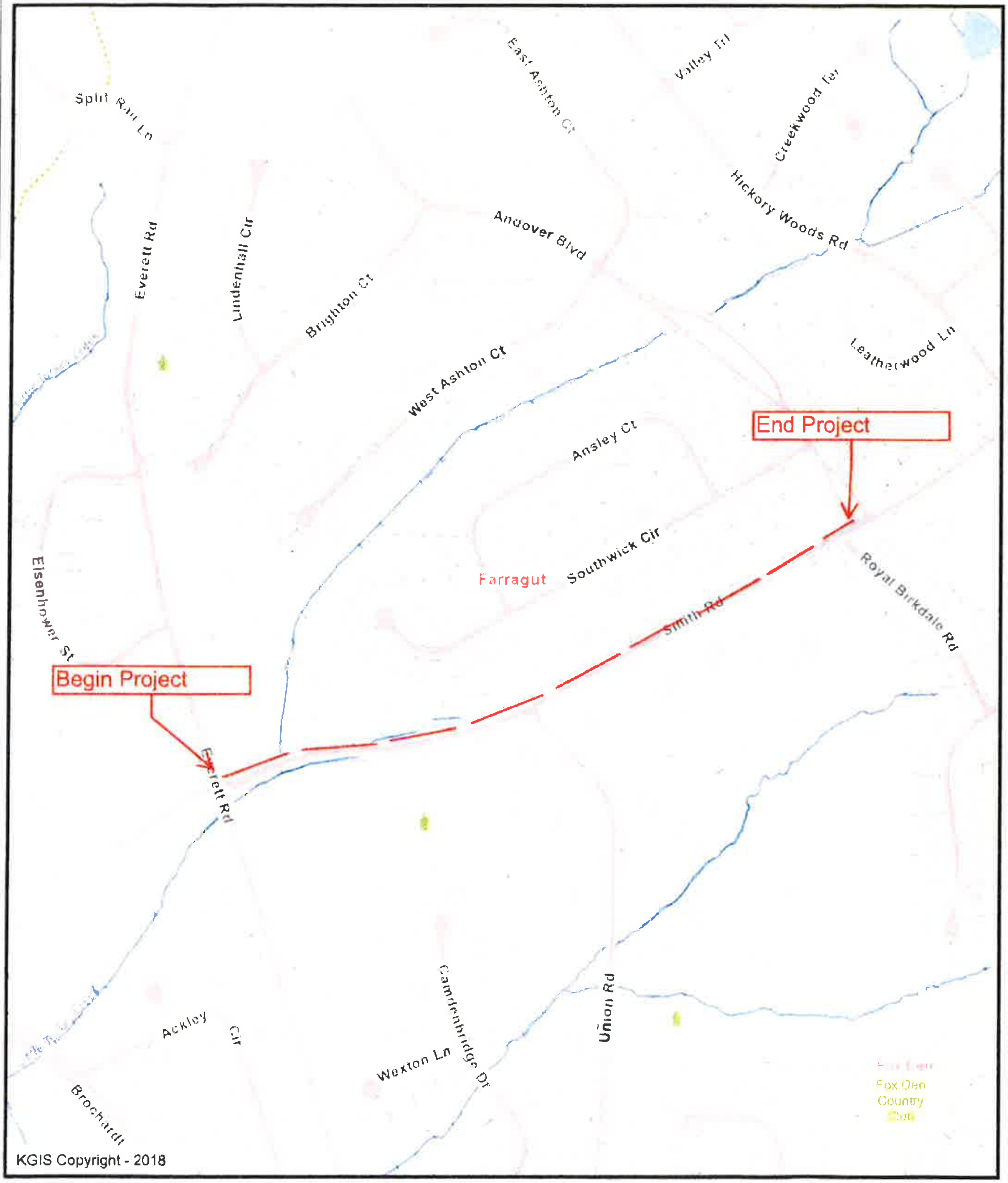
RECOMMENDATION BY: Darryl Smith, Town Engineer, for approval.

PROPOSED MOTION: Approval of proposal from Urban Engineering, Inc., for final design of sidewalk project at Smith Road.

BOARD ACTION:

MOTION BY:____________________ **SECONDED BY:**____________________

VOTE/TOTAL	WILLIAMS	POVLIN	MARKLI	PINCHOK
YES				
NO				
ABSTAIN				



Smith Road Sidewalk

Everett Road to Andover Boulevard

Knoxville - Knox County - KUB Geographic Information System

Printed: 6/29/2018 at 12:16:29 PM

0 250 500 1,000

ft

TOWN OF FARRAGUT

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made by and between **Town of Farragut** ("Client") and **Urban Engineering, Incorporated** ("Contractor") for professional services for the assignment described as follows:

Project: **Smith Road Widening and Sidewalk Installation**

Location: Smith Road from Andover Place Subdivision to Everett Road.

Description of Project: Construction drawings for a road widening, curb, gutter, storm drainage and sidewalk installation between Andover Place Subdivision and Everett Road.

Professional Services. Contractor agrees to perform the following Basic Services under this Agreement:

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

1. **Compensation**. Client shall compensate Contractor for the Basic Services as follows: The Contractor will bill monthly on an hourly basis per the attached rate schedule **(Attachment B)** with a 'not to exceed' limit of $56,987.50 (8.2% of the estimated construction cost). 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 attached as **Attachment B** to this Agreement.

2. **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 March 1, 2019. The various meetings and presentations as outlined in the Basic Services shall be agreed upon by the Client and Contractor before beginning work.

3. **Invoicing and Payments**. Invoices or payment requests shall be submitted to the Client 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. From time to time approval of a payment request may require action by the Board of Mayor and Aldermen which meets on the second and fourth Thursday of most months.

4. **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 Paragraph 3. 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.

5. **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.

6. **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.

7. **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.

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

9. **Access to the Site/Jobsite Safety**. Unless otherwise stated, Contractor will have access to the site for activities necessary for the performance of its services. Client agrees that Contractor shall have no responsibility for the means, methods, sequences, procedures, techniques, and scheduling of construction, as these decisions are solely the responsibility of the

contractors. Contractor further shall have no authority or duty to supervise the construction workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.

10. **Insurance**. Prior to any access to the Project site, Contractor shall deliver to Client a certificate of insurance evidencing general liability coverage with a limit of not less than $1,000,000 each occurrence for bodily injury, personal injury and property damage. If such insurance contains a general aggregate limit, it shall apply separately to the work/location of the Project in this Agreement or be no less than $2,000,000. In addition, Contractor shall endeavor to secure and maintain insurance in such amounts as it deems necessary to protect itself from claims of professional negligence arising from the performance of services under this Agreement. Such insurance shall:

a. Contain or be endorsed to contain a provision that includes Client, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work performed by or on behalf of the Contractor. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

b. For any claims related to this Project, the Contractor's insurance coverage shall be primary insurance as respects the Client, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering the Client, its officials, officers, employees, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

11. **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.

12. **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.

13. **Opinions of Construction Cost**. Any opinion of probable construction cost prepared by Contractor represents the judgment of one or more Contractor design professionals and is supplied for general guidance of Client. Since Contractor has no control over the construction marketplace and does not use the same pricing methods used by contractors, Contractor does not guarantee the accuracy of such opinions.

14. **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.

15. **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 Contact 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: Christopher A. Sharp
Printed Name:____________	Printed Name: Christopher A. Sharp
Title:____________	Title: P.E., President
Date:____________	Date: June 26, 2018

ATTACHMENT 'A': Description of Services

1. Supplement the boundary and topographic coverage as required for design and production of easement documents.

2. Prepare right of way plans so that the Town can obtain right of way or easements if needed for the project.

3. Prepare construction plans that shall comply with the current Tennessee Department of Transportation (TDOT) standards.

4. The State's Standard Specifications for Road and Bridge Construction (latest edition) shall constitute the technical specifications for calculations of pay items, testing methods and standards of performance for construction procedures.

5. Prepare legal descriptions for right of way / permanent easement acquisitions.

6. Prepare exhibits for temporary construction / slope easements.

7. Assist the Town in coordinating this project with utility companies.

8. If necessary, produce SWPPP and submit to TDEC to attain their coverage.

9. Produce traffic control plans.

10. Attend design review meetings with the Town, as requested.

11. Provide control points and benchmarks for construction staking.

12. Assist the Town in the bidding and construction phases of the project.

EXHIBIT 'B' - HOURLY RATE SCHEDULE

Urban Engineering
Hourly Rates
Effective January 1, 2018

*	Registered Engineer	$115.00
*	Registered Land Surveyor	$115.00
*	Registered Land Surveyor (GPS)***	$125.00
*	Registered Landscape Architect	$75.00
*	Project Designer	$75.00
*	Survey Crew	$100.00
*	Technician	$35.00
*	Cad Operator	$55.00
*	Secretary	$35.00

* Includes surveying equipment, transportation, computer, word processor, and other miscellaneous overhead; reproduction costs of completed plans and specifications provided at cost.

** Rates reviewed and adjusted annually on January 1.

*** GPS rate for field data collection (field work) and time for processing and publishing GPS data.

AGENDA NUMBER VII. B. MEETING DATE July 12, 2018

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Lori Saal, Stormwater Coordinator / Darryl Smith, Town Engineer

SUBJECT: Approval of agreement for Phase II mapping and assessment of the Town of Farragut stormwater infrastructure

---

INTRODUCTION:

The University of Tennessee Water Resources Research Center (UT WRRC) has provided the attached proposal for conducting mapping and condition assessments of the Town's stormwater infrastructure. The Town of Farragut is covered under the State of Tennessee's NPDES General Permit for Discharges from Small Municipal Separate Storm Sewer Systems (MS4). This permit requires the mapping of the Town's infrastructure. Additionally, a condition assessment will enable Town staff to plan for necessary infrastructure maintenance.

BACKGROUND:

To date, a portion of the publicly owned and/or maintained stormwater infrastructure has been mapped. Many of the inlets to the system and outfalls from the system have been mapped. A majority of the network of conduits (pipes, ditches, etc.) between those points and several other stormwater infrastructure features remains unmapped. Additionally, many beneficial features of these stormwater infrastructure assets have not been recorded, such as condition, depth, material type, etc. The Town of Farragut contracted with the UT Water Resources Research Center in FY2018 to conduct the first phase of stormwater infrastructure mapping, which included the subdivisions of Fox Den, Village Green and Kingsgate.

DISCUSSION:

Gathering detailed information about each stormwater infrastructure asset is critical to identifying imminent infrastructure failures to prevent loss of service and to accurately prepare a stormwater infrastructure replacement plan. Information provided through this project will provide staff with the information needed to determine a timeline for and value associated with the repair and/or replacement of failing assets.

The proposal includes three tasks.

1. Revisit the subdivisions mapped and assessed during Phase I to inspect the interior of all catch basin inlets, manholes, and culverts. Utilize camera, if necessary.
2. Inspect, via camera, the Town of Farragut Public Works Department list of assets of concern.
3. Map and assess the condition of assets in the following subdivisions: Old Stage Hills, Concord Hills, and Thornton Heights. If time and money allows during the remainder of the project, the following communities will be surveyed with the following order: Stonecrest and Farragut View. The assessment should include the interior of each asset.

UT WRRC will provide the Town with a written report of its findings in addition to detailed map files. Based on the provided information, Town staff will determine the cost associated with any repair and/or replacement projects that will be necessary in the foreseeable future.

The project will start on July 12, 2018 and conclude by June 30, 2019.

The total estimated project cost for this phase of the project is $50,000.00, which has been included in the FY19 budget.

FINANCIAL SECTION:

Account Number: 110-41670-254

Total Budget	Requested Amount	Contracted Amount	Remaining Amount
$50,000	$50,000	$0	$0

Approved By: A. Myers

RECOMMENDATION BY: Lori Saal/Darryl Smith for approval

PROPOSED MOTION: Approve the agreement with UT Water Resources Research Center, for mapping and assessment of the Town's stormwater infrastructure, for a not to exceed amount of $50,000.

BOARD ACTION:

MOTION BY:____________________ **SECONDED BY:**____________________

VOTE/TOTAL	WILLIAMS	POVLIN	MARKLI	PINCHOK
YES				
NO				
ABSTAIN				

THE UNIVERSITY of TENNESSEE
KNOXVILLE

Research Agreement

THIS RESEARCH AGREEMENT ("Agreement") is entered into and effective as of 12th day of July 2018 ("Effective Date") by and between The Town of Farragut, Tennessee, a Tennessee municipal corporation with offices at 11408 Municipal Center Drive, Farragut, Tennessee, 37934 ("SPONSOR"); and The University of Tennessee, a public higher education institution and instrumentality of the State of Tennessee, having an office at 1534 White Avenue, Knoxville, Tennessee 37996 ("the UNIVERSITY").

The research program contemplated by this Agreement is of mutual interest and benefit to the parties and will further the instructional and research objectives of the UNIVERSITY's status as a public higher education institution and instrumentality of the State of Tennessee, and the research objectives of SPONSOR.

The parties agree as follows:

1. **STATEMENT OF WORK AND PRINCIPAL INVESTIGATOR**
The UNIVERSITY agrees to use its reasonable efforts to perform the research project ("Project") as set out in the Statement of Work titled, "Stormwater Infrastructure Inventory and Mapping for the Town of Farragut - Phase II" and incorporated by reference as Appendix A. Any additional Phases of the Project which shall be incorporated as a part of and governed by this Agreement shall be executed through an amendment to this Agreement.

   The UNIVERSITY's performance of the Project shall be carried out under the supervision of Dr. Thanos Papanicolaou, Principal Investigator. The failure of Dr. Thanos Papanicolaou for any reason to continue to serve as Principal Investigator until the normal conclusion of the Project shall not be considered a breach of this Agreement and shall not subject the UNIVERSITY to any liability. In such case, the UNIVERSITY and SPONSOR shall agree upon a replacement, and if they fail to agree, either of them may terminate this Agreement without cause upon written notification to the other at least thirty (30) days prior to the effective date of termination.

2. **RESEARCH SUPPPORT**
The total amount to be provided by SPONSOR for Phase II of the Project is not to exceed $50,000.00 ("Support"). Payments should be made to the UNIVERSITY according to the following schedule:

Upon execution of this Agreement, SPONSOR shall disburse up to $5,000.00 to the UNIVERSITY to cover startup efforts for Phase II. Thereafter, UNIVERSITY will submit invoices for allowable expenses incurred.

At the end of each month of the term, the UNIVERSITY shall submit an invoice to SPONSOR for the portion of work required to complete Phase II which was completed during the preceding month. A written progress report detailing the work performed during the period shall accompany the invoice. SPONSOR shall endeavor to remit payment of payment requests or portions thereof which are approved by SPONSOR within thirty (30) days of receipt by SPONSOR. From time to time approval of a payment request may require action by the Board of Mayor and Aldermen which meets on the second and fourth Thursday of most months.

Payments under this Agreement will be made by SPONSOR in U.S. dollars by check or electronic funds transfer to The University of Tennessee.

Payment by Check:
The University of Tennessee
Office of the Treasurer
210 Student Services Building
Knoxville, TN 37996-0105

Payment by Electronic Fund Transfer:
(Banking information provided upon Agreement execution)

All funds provided by SPONSOR under this Agreement may be used at the discretion of the UNIVERSITY so long as it is used to fund expenses for the completion of the work described in Appendix A.

3. TERM AND TERMINATION

The term of this Agreement will commence on the Effective Date and will terminate on June 30, 2019, unless sooner terminated according to the provisions of this Agreement. This Agreement may be extended, renewed, or otherwise amended at any time by the mutual written consent of authorized representatives of the parties.

- In the event that either the UNIVERSITY or SPONSOR defaults in the performance of its obligations under this Agreement or any representation by either party proves to be false, the defaulting party shall cure the default within thirty (30) days of written notice. If the defaulting party fails to cure the default, then the party giving such notice may elect to terminate this Agreement by final written notice to the defaulting party.

- The parties recognize that the results of any particular research project cannot be guaranteed even through the use of the UNIVERSITY's reasonable effort. Therefore, it is specifically agreed that the failure of the UNIVERSITY to achieve specific research results shall not constitute a default or breach of this Agreement.

- Either UNIVERSITY or SPONSOR may terminate this Agreement without cause upon written notification to the other at least thirty (30) days prior to the effective date of termination.

- If the total funds paid by SPONSOR as of the date of termination are insufficient to cover the costs and non-cancellable commitments incurred by the UNIVERSITY in the performance of the Project, SPONSOR shall reimburse the UNIVERSITY for same within thirty (30) days of termination. In no event shall SPONSOR be responsible for any amount in excess of the Support.

4. EQUIPMENT

Title to any equipment purchased, manufactured, or otherwise acquired in the course of the work under this Agreement shall vest in the UNIVERSITY, regardless of any contribution directly or indirectly from SPONSOR.

5. PUBLISHING

UNIVERSITY reserves to itself and its employees the right to publish the results of the Project in whole or in part as they deem appropriate. In order that premature public disclosure of such information does not adversely affect the interests of the parties, the UNIVERSITY shall provide SPONSOR with a copy of each manuscript pertaining to the Project that is intended for publication. SPONSOR may request delay in publication for a period not to exceed sixty (60) days from the date on which SPONSOR receives the manuscript. If SPONSOR does not make a written request for delay in publication within thirty (30) days after receipt of a manuscript, UNIVERSITY shall be free to publish the manuscript at any time after the end of the thirty (30) days. Notwithstanding any provisions hereof to the contrary, the information gathered and results obtained by the UNIVERSITY pursuant to its work hereunder shall become the property of SPONSOR, in whatever form it exists. SPONSOR licenses the UNIVERSITY to use said information and results.

6. CONFIDENTIALITY

The UNIVERSITY and SPONSOR recognize that the conduct of a research program may require the transfer of proprietary information between the parties ("Confidential Information"). Except as otherwise provided in this Agreement, for a period of five (5) years following the date of disclosure, the receiving party will not disclose Confidential Information without the consent of the disclosing party. Confidential Information shall be subject to the following:

- "Confidential Information" shall include only information which is clearly marked as proprietary or confidential at the time of disclosure. For oral disclosures to constitute "Confidential Information," such disclosures must be identified at the time as proprietary or confidential and the disclosing party must provide a written summary of the "Confidential Information" within ten (10) days after disclosure to the receiving party.

- The subject matter of the Confidential Information is to be limited to information related to the Project outlined in the Statement of Work.

- The receiving party will not publish or otherwise reveal to any third party the Confidential Information of the disclosing party without the disclosing party's written permission, unless the information:

  (1) is already lawfully in the receiving party's possession at the time of receipt from the disclosing party as evidenced by appropriate documentation;

(2) is or later becomes public through no fault of the receiving party;

(3) is published by the UNIVERSITY and or its employee(s) in accordance with the provisions of Section 5 (Publishing) above;

(4) is lawfully received from a third party whom receiving party reasonably believes has the right to make the disclosure as evidenced by appropriate documentation; or

(5) is required by law to be disclosed, including the Tennessee Public Records Act, Tenn. Code Annotated § 10-7-503, as modified by § 49-7-120 .

7. PRE-EXISTING INTELLECTUAL PROPERTY RIGHTS OF THE PARTIES
No party claims by virtue of this Agreement any right, title, or interest in (a) any issued or pending patents, copyrights, or other intellectual property, owned or controlled by another party or (b) any previous invention, process, computer software, or product of another party, whether or not patented or patentable.

8. BINDING AGREEMENT
This Agreement is not assignable or transferable, in whole or in part, by any party without the prior written consent of the other parties.

9. **INDEMNIFICATION – Intentionally deleted.**

10. LIMITATION OF LIABILITY ON BEHALF OF THE UNIVERSITY
The UNIVERSITY is self-insured under the provisions of the Tennessee Claims Commission Act (T.C.A. 9-8-301 *et seq.*). Any liability of the UNIVERSITY to SPONSOR or any third parties for any claims, damages, losses, or costs arising out of or related to acts performed by the UNIVERSITY or its employees under this Agreement will be governed by the provisions of said Act.

Notwithstanding anything in this Agreement to the contrary, any provisions of this Agreement will not apply to the extent that it is (they are) finally determined to violate the laws or Constitution of the State of Tennessee.

11. NEGATION OF WARRANTIES BY THE UNIVERSITY
Although the UNIVERSITY will use reasonable efforts to perform the research as set forth in Section 1 (Project), the UNIVERSITY makes no representations or warranties, either express or implied, as to the work to be performed under this Agreement. The UNIVERSITY specifically disclaims any warranties of merchantability or fitness for a particular purpose. The UNIVERSITY shall not knowingly misrepresent the findings or observations from the Project and the reported data will be as accurate as feasibly possible.

12. MISCELLANEOUS

A. Communications

Any payment, notice or other communication required or permitted hereunder ("notice") shall be in writing and shall be hand-delivered, sent by overnight courier, mailed by certified United States mail, return receipt requested, or sent by email or facsimile, to the address(es) given below or to such other address(es) as the parties may hereafter specify in writing. Notice shall be deemed given and received five (5) days after being deposited with the U.S. Postal Service certified mail (postage prepaid and return receipt requested), or if notice is hand-delivered or sent by overnight courier, upon the date of actual delivery, or if sent by facsimile or email, upon the date the recipient party acknowledges receipt in writing, by email or otherwise. An email notice shall be given concurrently to up to three (3) email addresses provided hereunder by the recipient party and the first acknowledgment of receipt from the recipient party shall establish the date on which such notice is given.

All communications shall be sent to the addresses identified below or to such other address as a party may designate by advance written notice to the other party(ies).

SPONSOR

Name:	Darryl Smith/Town Engineer
Address:	11408 Municipal Center Drive Farragut, TN 37934
Telephone:	865-966-7057
Fax:	865-671-7652
Email	dsmith@townoffarragut.org

UNIVERSITY:	Administrative/Contract Representative:
Name:	Stephanie Jonas
Address:	1534 White Avenue Knoxville, TN 37932
Telephone:	865-974-1165
Email	ssmit332@utk.edu
	Technical Representative:
Name:	Dr. Thanos Papanicolaou
Address:	Civil & Environmental Eng 412 John D. Tickle Engineering Building 851 Neyland Drive Knoxville, TN 37996
Telephone:	865-974-7836
Email	tpapanic@utk.edu

B. Each of the parties' relationship to the other parties in the performance of this Agreement is that of an independent contractor.

C. This Agreement is made and entered into in the State of Tennessee and its validity and interpretation and the legal relations of the parties shall be governed by the laws of the State of Tennessee.

D. No party will use the name of another party in any form of publicity, promotion, or advertising without the prior written permission of that party. However, nothing herein is intended to preclude or precludes, the parties from acknowledging the existence of this Agreement or the relationship of the parties in UNIVERSITY reports of sponsored activity

E. Export Control: SPONSOR acknowledges that the export of goods and/or technical data from the United States may require some form of export control license from the U.S. Government. SPONSOR agrees that it will not disclose, export or re-export any materials or technical data received under this Agreement to any countries for which the U.S. Government requires an export license, unless the SPONSOR has obtained prior written authorization first from the U.S. agency or authority responsible for such matters. SPONSOR agrees that it is responsible for any fees or expenses associated with obtaining an Export License, if required. UNIVERSITY neither represents that a license shall not be required nor that, if required, it shall be issued.

F. HIPAA: The parties agree to comply with HIPAA regulations insofar as they apply to the parties under this Agreement. SPONSOR agrees to use any subject data or Protected Health Information (as defined in HIPAA regulations) only for purposes authorized by the signed subject consent form, authorization, or approved waiver.

G. Use of Human Subjects/Laboratory Animals: It is understood that no work involving human subjects or laboratory animals will begin until the Project has been approved by the Institutional Review Board or the Institutional Animal Care and Use Committee, respectively.

H. This Agreement constitutes the sole, full, and complete agreement by and between the parties, and no amendments, changes, additions, deletions, or modifications to or of this Agreement shall be valid unless in writing, and signed by authorized representatives of the parties.

The remainder of this page is intentionally left blank.

The PARTIES agree to be bound by the terms and conditions of this Agreement.

______________________________ **(SPONSOR)**	**THE UNIVERSITY OF TENNESSEE (UNIVERSITY)**
By ______________________	By DocuSigned by: R. Nobles BA46A9E5A074489...
Name ______________________	Robert Nobles, DrPH, MPH, CIP
Title ______________________	Associate Vice Chancellor for Research and Research Integrity
Date ______________________	Date 7/3/2018 | 09:21:38 PDT

Appendix A

Statement of Work

STORMWATER INFRASTRUCTURE INVENTORY AND MAPPING

Thanos Papanicolaou, Chris Wilson and Tim Gangaware

The Town of Farragut is seeking to contract the University of Tennessee Water Resources Research Center (UT WRRC) for mapping and condition assessments of the Town's stormwater infrastructure.

TNWRRC

The University of Tennessee

8659747836

6/19/2018

Background

The Town of Farragut is seeking to contract the University of Tennessee Water Resources Research Center (UT WRRC) for mapping and condition assessments of the Town's stormwater infrastructure.

To date, a portion of the publicly owned and/or maintained stormwater infrastructure has been mapped, but the condition of the infrastructure is unconfirmed. Additionally, while inlets to the system and outfalls from the system have been mapped, the network of conduits (pipes, ditches, etc.) between those points and several other stormwater infrastructure features remain unmapped. Additionally, the Town has not determined a value associated with its stormwater infrastructure or the cost of repair and/or replacement of failing assets.

Project Goals and Objectives

A. Goal

The Town of Farragut would like to identify, locate and assess the condition of a variety of stormwater assets that are owned, maintained or operated by the Town in addition to select assets on private property.

B. Objectives

1. The Town has coverage under the State of Tennessee's NPDES General Permit for Discharges from Small Municipal Separate Storm Sewer Systems (MS4) and is required to identify and locate all stormwater inlets and outfalls that are owned, maintained or operated by the Town. Additionally, the general direction of flow between these features must be noted.

2. The Town would like to assess the condition of publicly-owned, maintained and/or operated stormwater assets to support the development of a stormwater infrastructure improvement plan.

Scope

The identification and assessment project will be completed in multiple phases that will take place over several years. The first phase has been completed and included three subdivisions (namely, Fox Den, Kings Gate, and Village Green). Phase II, described in this scope, will include three (3) components:

- Revisit the subdivisions mapped and assessed during Phase I to inspect the interior of all catch basin inlets, manholes, and culverts. Utilize camera, if necessary.
- Inspect, via camera, the Town of Farragut Public Works Department list of assets of concern (Appendix).
- Map and assess the condition of assets in the following subdivisions: Old Stage Hills, Concord Hills, and Thornton Heights. If time and money allows during the remainder of the project, the following communities will be surveyed with the following order: Stonecrest and Farragut View. The assessment should include the interior of each asset.

Phase II will take place from July 12, 2018 – June 30, 2019. Subsequent phases of the project will include other sets of subdivisions and the final product-aggregation of report and recommendations.

Services to be conducted by the TN WRRC during phase II will include the following major tasks:

- Meet with Town staff to establish the following:
  1. locations, assets, and attributes to be assessed;
  2. scheduling of each phase;
  3. specific requirements prior to starting field data collection; and
  4. criteria for condition rating.
- Develop and document procedures.
- Supply all equipment, software, hardware, labor, and transportation.
- Collect and review As-Builts/drawings with support from the Town.
- Identify and record all previously identified assets and attributes.
- Prepare and maintain updated project schedules.
- Provide deliverables as identified below.
- Alert staff within one business day if an asset is in need of more detailed inspection by the Town.

TN WRRC staff will not be responsible for mechanical clearing or any failures that may occur during inspection. Any delays or additional expenses for the removal of debris or other structural compartments during incidents of such nature should not be held against the TNWRRC. Also, if delays are due to lack of access these should not be held against the research team and students. The ability to provide the ranking information will be dependent on the level of information provided by the Town about the construction time and maintenance of the assets.

A. Location

This project is a Town-wide project that will be completed in multiple phases as determined by Town staff and the TNWRRC personnel.

The majority of the required work will be in the Town's right-of-way and and/or the roadway prism. In some cases, the inventory may also extend into private property beyond the right-of-way.

The Town will notify all residents of this project and provide documentation to the UT WRRC acknowledging the collaborative project to carry while performing the duties above, especially for assessing any inventory that may extend onto private property beyond the right-of-way.

B. Asset Identification

The final list of assets to be identified during the project will be agreed upon at the meetings between the Town and the UT WRRC. These assets shall include the following:

- Inlets (e.g. curb inlets and area drains)
- Junction Boxes (e.g. outlets of buried structures and manholes)
- Pipe/Conduit Ends (e.g. pipe ends, pipe outfall to stream, box culvert ends)
- Control Structure (e.g. road spillway, outlet control structure)
- Conduits (e.g. pipe, box culvert)

Open channels (e.g. ditch, stream), stormwater control measures (e.g. detention basins, bioretention, permeable pavers), and channel points (e.g. ditch ends, channel outfalls to stream) will not be included in this project.

C. Asset Attributes

The final list of assets to be identified during the project will be agreed upon at the meetings between the Town and the UT WRRC. The Town would like the following information collected for each asset as appropriate.

- Unique asset ID
- Asset subtype
- Date information collected
- Community
- Watershed (Turkey Creek, Little Turkey Creek, North Fork Turkey Creek)
- Rim elevation
- Invert elevation

- Latitude
- Longitude
- Cover type (e.g. for inlets, grade, slab, other)
- Material (e.g. brick, cast iron, CMP)
- Length
- Width
- Depth
- Northing
- Easting
- Elevation
- Cross section shape
- Headwall present
- Headwall condition
- Pipe end protection type (e.g. riprap, energy dissipater, other)
- Accessibility
- Condition (maintenance, exterior structural, headwall, interior structural)
- Direction of flow
- Photo
- Video (showing inside of any asset that cannot be inspected visually)

Deliverables

The following deliverables are expected for this project:

- Shapefile (in Tennessee State Plane coordinate system) identifying asset locations and collected attributes. The shapefile should be compatible with the latest version of ESRI ArcMap.
- Written report detailing the following:
    - What are the assets?
    - What are the quantities of each asset?
    - What is the condition of each asset?

Schedule

A preliminary draft of the report is due to the Town of Farragut by March 1, 2019.

The final report and presentation to the Board of Mayor and Aldermen is due on April 11, 2019.

Appendix

List of Town-Identified Assets to be Inspected:

Subdivision	Address	Description
Audubon Hills	508 Bobolink Road	Poured concrete in outlet end of pipe several years ago, but pipe is rusting.
Concord Hills	724 Hampton Roads Drive	Deterioration of pipe visible through inlet in yard beside driveway. Also, deteriorating pipe caused hole in road several years ago. One section of pipe was replaced several years ago.
Country Manor	516 East Fox Den Drive	Pipe from catch basin in the street through the yard to outlet in drainage ditch is deteriorating. Poured concrete in areas of pipe that were accessible.
Farragut Crossing	612 Union Camp Lane	Deteriorating pipe
Farragut Crossing	516/520 Battle Front Trail	We replaced inlet end of pipe a few years ago, but pipe under the road is deteriorating.
Farragut Crossing	11900 Longstreet Place	Pipe coming from catch basin at road. Pipe deterioration previously caused a hole to form in back yard of property. A section of pipe was replaced, but the rest of the pipe showed deterioration as well.
Fort West	208 Long Bow Road	Pipes under road.
Fox Den	137 Champions Point	Pipe under road.
Hickory Woods	647 Hickory Woods Road	Pipe under road.
Prestwick Place	638 St. John Court	
Prestwick Place	804 O'Connel Drive	Pipe running across St. Johns to the woods has holes in the bottom.
Sedgefield	210 Mapletree Drive	Pipe under road.
Shiloh	120 Confederacy Circle	Large pipe leaving property.
Wentworth	227 Windham Hill Road	Visible where pipe comes out into free space.

Funding Agency:	Town of Farragut (Task Order Agreement)	CoE 001 (Rev 10-10-14)
PI Name(s):	Thanos Papanicolaou, Chris Wilson, Tim Gangaware	
Project Title:	Town of Farragut Stormwater Infrastructure Mapping Project	

Project Start Date: 7/12/2018 **Project End Date:** 6/30/2019

Salaries Inflation Rate	3.00%
GRA Insurance Inflation Rate	9.69%
Tuition Inflation Rate	6.00%

A. Senior Personnel	Base Annual Salary	Appt. Type	Person Months Year 1	Person Months Year 2	Person Months Year 3	Person Months Year 4	Person Months Year 5	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
Thanos Papanicolaou	173,285	9	0.01000					193	-	-	-	-	193
Chris Wilson	82,915	12	3.00000					20,729	-	-	-	-	20,729
								-	-	-	-	-	-
								-	-	-	-	-	-
								-	-	-	-	-	-
								-	-	-	-	-	-
								-	-	-	-	-	-
								-	-	-	-	-	-
								-	-	-	-	-	-
								-	-	-	-	-	-

B. Other Personnel	Base Monthly Salary	#	Person Months Year 1	Person Months Year 2	Person Months Year 3	Person Months Year 4	Person Months Year 5	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
Post Doc(s)								-	-	-	-	-	-
Other								-	-	-	-	-	-
GRA(s)								-	-	-	-	-	-
GRA(s)								-	-	-	-	-	-
GRA(s)								-	-	-	-	-	-
GRA(s)								-	-	-	-	-	-
Undergraduate Researcher(s)	1,000.00	2	4.000					8,000	-	-	-	-	8,000
Secretarial/Clerical								-	-	-	-	-	-
Other								-	-	-	-	-	-
Total Salaries & Wages								28,922	-	-	-	-	28,922

C. Fringe Benefits	Year 1	Year 2	Year 3	Year 4	Year 5	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
Thanos Papanicolaou	20.94%	20.94%	25.52%	25.52%	25.52%	40	-	-	-	-	40
Chris Wilson	40.80%	40.80%	43.00%	43.00%	43.00%	8,457	-	-	-	-	8,457
	33.00%	33.00%	33.00%	33.00%	33.00%	-	-	-	-	-	-
	33.00%	33.00%	33.00%	33.00%	33.00%	-	-	-	-	-	-
	33.00%	33.00%	33.00%	33.00%	33.00%	-	-	-	-	-	-
	33.00%	33.00%	33.00%	33.00%	33.00%	-	-	-	-	-	-
	33.00%	33.00%	33.00%	33.00%	33.00%	-	-	-	-	-	-
	33.00%	33.00%	33.00%	33.00%	33.00%	-	-	-	-	-	-
	33.00%	33.00%	33.00%	33.00%	33.00%	-	-	-	-	-	-
	33.00%	33.00%	33.00%	33.00%	33.00%	-	-	-	-	-	-
Post Doc(s)	40.00%	40.00%	40.00%	40.00%	40.00%	-	-	-	-	-	-
Other	21.90%	20.18%	20.18%	20.18%	20.18%	-	-	-	-	-	-
Undergraduate Researcher(s)	8.00%	8.00%	8.00%	8.00%	8.00%	640	-	-	-	-	640
Secretarial/Clerical	33.00%	33.00%	33.00%	33.00%	33.00%	-	-	-	-	-	-
Other	33.00%	33.00%	33.00%	33.00%	33.00%	-	-	-	-	-	-
GRA Health Ins (per MONTH each GRA)	Year 1	Year 2	Year 3	Year 4	Year 5	-	-	-	-	-	-
Total Fringe Benefits						9,137	-	-	-	-	9,137
Total Salaries & Fringes						38,059	-	-	-	-	38,059

	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
D. **Equipment** (Itemize Equipment with cost of $5,000 or greater)						
1.	-	-	-	-	-	-
2.	-	-	-	-	-	-
3.	-	-	-	-	-	-
Total Equipment	-	-	-	-	-	-
E. **Travel** (Complete the TRAVEL Sheet Tab) — *Domestic*	1,000	-	-	-	-	1,000
Foreign	-	-	-	-	-	-
Total Travel	1,000	-	-	-	-	1,000
F. **Participant Support Costs** (Complete the PARTICIPANT SUPPORT Sheet Tab, if applicable)	-	-	-	-	-	-
Are Participant Support Costs subject to F&A?						
G. **Other Direct Costs**						
Supplies (Complete the SUPPLIES Sheet Tab)	3,419	-	-	-	-	3,419
Publication	1,000		-	-	-	1,000
Consultant Services		-	-	-	-	-
Computer Services	-	-	-	-	-	-
Subcontracts (Complete the SUBCONTRACTS Sheet Tab, if applicable)	-	-	-	-	-	-
Contractual Services	-	-	-	-	-	-
Other: <please specify here>	-	-	-	-	-	-
Graduate Student Tuition (per YEAR each GRA) — Year 1, Year 2, Year 3, Year 4, Year 5	-	-	-	-	-	-
Total Other Direct Costs	4,419	-	-	-	-	4,419
H. **Total Direct Costs**	43,478	-	-	-	-	43,478
F&A Base Type (click B79 and select from dropdown)						
I. Total Direct Costs — *Base*	43,478	-	-	-	-	43,478
Applied F&A Rate	15.0%	15.0%	15.0%	15.0%	15.0%	
J. **F&A Costs** (click E81 and select from dropdown) — F&A Rate Type: Sponsor caps F&A. Enter rate: — Rate: 15.0%	6,522	-	-	-	-	6,522
K. **Total Costs**	$ 50,000	$ -	$ -	$ -	$ -	$ 50,000

BUDGET JUSTIFICATION:

Budget Detail
Funding Agency: The Town of Farragut
Title: Town of Farragut Stormwater Infrastructure Mapping Project – Phase II
PI: Thanos Papanicolaou, Tennessee Water Resources Research Center, University of Tennessee
Project Period: 07/12/18 – 06/30/2019

Total Project Cost: $50,000

Salaries, Wages, and Benefits: $38,059

Project Personnel TN WRRC & UTK	Base Annual Salary	Benefits	Appt. Type	Person Months	Total
T. Papanicolaou, PI	$173,285	20.94%	9	0.01	$233
C. Wilson, Co-PI	$82,915	40.80%	12	3.00	$29,186
T. Gangaware, Co-PI	$91,259	37.00%	12	0.00	$0
Undergraduate student	$12,000	8%	12	4.00	$4,320
Undergraduate student	$12,000	8%	12	4.00	$4,320
					$38,059

Senior Personnel

Thanos Papanicolaou (PI) – Director, Tennessee Water Resources Research Center; Professor, Department of Civil and Environmental Engineering, University of Tennessee.

Papanicolaou is the science lead for this project and the face of the project working with the Town of Farragut. He will finalize all financial and managerial decisions. Papanicolaou will also lead the compilation of the stormwater assessment report.

Christopher Wilson (Co-PI) – Assistant Research Professor, Department of Civil and Environmental Engineering, University of Tennessee

Wilson will lead GIS mapping component and help synthesize the results for the report.

Tim Gangaware (Co-PI) – Associate Director, Tennessee Water Resources Research Center

Gangaware will coordinate the final report writing. He will receive no funding.

Undergraduate students – Department of Civil and Environmental Engineering, University of Tennessee

The undergraduate students will assist with the field assessments of the assets and the GIS compilation. They will be the engine of the project.

Travel: $1,000

The funding request for travel expenditures include the mileage costs for 22 trips to Farragut, TN at $0.47/ mile and the rental car of $30 per day. The remaining $81 is for incidentals.

Supplies: $3,419
A video snake pipe inspection system with camera & location transmitter ($3000) will provide information of blockages in pipes. An additional $419 is for incidentals for safety including orange vests, traffic cones, survey equipment, etc.

Publication/Documentation/Dissemination: $1,000
An additional $1,000 is allocated for dissemination costs related to the report. This includes funding for communication to notify the community of the work.

Indirect Costs: $6,522
For this Task Order Agreement of the Tennessee Water Resources Research Center, the DHHS-approved Indirect Cost Rate of **15%** for on-campus research is applied against a base of Modified Total Direct Costs (MTDC). MTDC base is calculated as follows: Total Direct Costs *less* Tuition *less* Equipment >$5K *less* each Subcontract in excess of $25K.

Cognizant Federal Agency Point of Contact:
Darryl Mayes
Dept. of Health and Human Services
Office of the Inspector General
Office of Audit Services
61 Forsyth St. SW Room 3T41
Atlanta, GA 30323-8909
Phone: (301) 492-4855

AGENDA NUMBER VII. C. MEETING DATE July 12, 2018

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of Alternate Date for the November 8th Board of Mayor and Aldermen Meeting

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DISCUSSION: The National League of Cities City Summit Conference is scheduled for November 7-10, 2018. The first board meeting in November is set for November 8, 2018. As of now, there will not be a quorum for this meeting. Therefore, the alternate date for the first board meeting in November is Tuesday, November 13, 2018.

RECOMMENDATION BY: Town Recorder/Treasurer Allison Myers for approval

PROPOSED MOTION: To approve the alternate date of November 13 for the Board of Mayor and Aldermen November Meeting.

BOARD ACTION:

MOTION BY: ______________________ **SECONDED BY:** ______________________

VOTE/TOTAL	MARKLI	PINCHOK	POVLIN	WILLIAMS
YES	____	____	____	____
NO	____	____	____	____
ABSTAIN	____	____	____	____

AGENDA NUMBER VII.D MEETING DATE JULY 12, 2018

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: David Smoak, Town Administrator DS

SUBJECT: Approval of Purchase of Property located at 239 Jamestowne Blvd.

INTRODUCTION: The purpose of this agenda item is to approve the purchase of the property located at 239 Jamestowne Boulevard.

BACKGROUND: The Town of Farragut had a priority in its strategic plan for several years to acquire property to build a community center for the Farragut residents. Staff looked at potential sites in town that were available and determined that the size of each of the buildings were too large to accommodate only town services and were unable to reach agreements on any potential properties. Recently, the Town and Knox County began discussions of reaching a joint venture that would allow both town services and county services to utilize an existing building that would accommodate both of our needs at a greatly reduced cost to both organizations.

DISCUSSION: The former Faith Lutheran Church building located at 239 Jamestowne Blvd. has been available for purchase as the church moved to an adjacent property. The property has a total of 5.72 acres and the building under roof is 35,900 square feet. The purchase agreement would have the Town acquire the property for $2,000,000 with a due diligence period of 30 days. During the due diligence period the Town has the right to back out of the contract with written notice. One of the main contingencies is the Town being able to secure a tenant for a portion of the space. If an agreement cannot be reached, then the purchase would not proceed forward.

The Town of Farragut would occupy 16,556 square feet of the building, which would include office space for park and leisure services staff, a large community/multi-purpose room, and multiple classrooms for programming. In addition, there would be 9,672 square feet of shared space with Knox County that includes a gymnasium, stage, commercial kitchen, restroom/shower facilities and elevator. Finally, there would be an additional 9,672 square feet of the building that would be occupied by Knox County.

The Town's current community room and facilities have been inadequate to the meet the needs of our growing community. The purchase of the building would allow the Town of offer new recreational programs, provide space for larger indoor events and allow for multiple activities to take place at the same time.

STRATEGIC PLAN: The purchase of the building for the Town of Farragut's future community center would meet our strategic objectives of Providing Excellent Parks, Recreation, Cultural Amenities and Programs as well as cultivating our relationships with Knox County through Regional Leadership and Collaboration.

FINANCIAL SECTION: The purchase of the building would be for a total of $2,000,000. There is a separate Memorandum of Understanding with Knox County that discusses the financial terms of the renovations and ongoing operating cost of the building.

Account: 310-43990 (CIP Land Acquisition)

Total Budget	Expenditures YTD	Current Expenditures	Remaining Amount
$2,000,000	$0	$2,000,000	$0

Financial section approved by: P. Hall

RECOMMENDATION BY: Town Administrator David Smoak for approval.

PROPOSED MOTION: To approve the purchase of the property located at 239 Jamestowne Boulevard and attached real estate sales contract.

BOARD ACTION:

MOTION BY: ______________________ **SECONDED BY:** ______________________

VOTE/TOTAL	POVLIN	MARKLI	PINCHOK	WILLIAMS
YES	______	______	______	______
NO	______	______	______	______
ABSTAIN	______	______	______	______

REAL ESTATE SALES CONTRACT

THIS CONTRACT, made this ____ day of _________, 2018, between **FAITH LUTHERAN CHURCH OF KNOXVILLE, TENNESSEE** ("Seller") and **TOWN OF FARRAGUT**, a Tennessee municipal corporation ("Buyer" or "Town").

* * * W I T N E S S E T H * * *

THAT FOR AND IN CONSIDERATION of the payment by Buyer to Seller of the sum of One Thousand Dollars ($1,000.00) (the "Earnest Money") and as part of the purchase price, the receipt of which is hereby acknowledged, and other good and valuable consideration, Seller agrees to sell and convey to Buyer, or Buyer's order, and Buyer agrees to purchase, certain real property, and all improvements located thereon, situated in the County of Knox, State of Tennessee, within the Town of Farragut at 239 Jamestowne Boulevard consisting of approximately 5.72 acres together with buildings containing thirty-five thousand nine hundred (35,900) square feet and designated on the tax maps of Knox County as CLT Map 142, parcel 127.01, and more particularly described on **Exhibit A** (the "Property"), which is attached hereto and incorporated herein by reference.

THIS CONTRACT is subject to the following terms and provisions:

1. <u>PURCHASE PRICE AND PAYMENT</u>: The agreed purchase price of the Property is Two Million Dollars ($2,000,000.00), to be paid in cash or by immediately available funds at Closing.

2. <u>CONTINGENCIES TO BUYER'S OBLIGATIONS</u>: The Buyer's obligations under this Contract shall be conditioned upon the resolution to Buyer's satisfaction of the following contingencies. Unsatisfactory resolution of any of these contingencies shall permit Buyer to terminate this Contract upon written notice to Seller of such election and to recover the earnest money down payment. The contingencies to Buyer's obligations are as follows:

(a) <u>Due Diligence</u>. For a period of sixty (60) days following the execution of the letter of intent on May 7, 2018, or July 6, 2018, the Seller will allow the Buyer and its representatives access to the grounds, improvements and facilities making up the property in order to conduct due diligence with respect to the Property and during which to study and arrange other matters that could have an impact on the desirability for the Buyer of this purchase (the "Due Diligence Period"). Seller agrees that the Buyer shall have the right to extend the Due Diligence Period for thirty (30) days. If before the end of this Due Diligence Period, the Buyer determines for any reason not to proceed with the purchase, it has the right to terminate this Contract by giving the Seller or their legal counsel notice, in which event the earnest money down payment would be returned by the Escrow Agent to the Buyer. Seller will provide the Buyer with any records it maintains with respect to maintenance of the Property, utility bills, surveys, building plans and systems, and roof warranties;

(b) Title. At Closing, merchantable and marketable title and Seller's interest in the Property shall be conveyed to Buyer by Warranty Deed executed by Seller subject to (a) year 2018 real estate taxes, if any, which are to be prorated as of the date of Closing and (b) such other liens, encumbrances and exceptions as are of record in the Register's Office for Knox County, Tennessee and otherwise acceptable to the Buyer. If upon examination said title is found to be defective, which defect cannot be cured or Seller will not cure to allow Closing on time, Buyer may elect to terminate this Contract and demand refund of the Earnest Money or, at Buyer's option, accept the title as "as is." If Buyer elects to terminate this Contract under such circumstances, Buyer shall give written notice to Seller, whereupon Seller shall immediately refund to Buyer the Earnest Money being paid herewith. For purposes of this Contract, the parties agree that merchantable and marketable title shall mean title insurable by a well-qualified national title insurance company;

(c) Representations and Warranties. The representations and warranties contained herein being true and accurate as of Closing, and all agreements contained herein having been accomplished as of Closing;

(d) Securing a Tenant. Prior to closing, the Town must have secured a binding agreement with a tenant to lease approximately twenty-seven percent (27%) of the building on the Property; and

(e) Approval by Farragut Board. This Contract must be approved by a majority vote of the Farragut Board of Mayor and Alderman.

Each party agrees to advise the other party within a reasonable time of learning of a condition or issue which, if not corrected or eliminated, would prevent the contingency from being accomplished.

3. RIGHT OF ENTRY: Provided that Buyer shall give Seller at least twenty-four (24) hours advance notice, Buyer or its authorized representative(s), shall have the right, at any time after the execution by both parties of the letter of intent on May 7, 2018 and at Buyer's sole cost and expense, to enter on the Property for any lawful purpose, including but not limited to, making such surveys and site analyses, including soil tests, and erecting such signs as Buyer may deem necessary. In such event, Buyer shall restore any portion of the Property it disturbs in conducting such activities.

4. CLOSING AND POSSESSION: Closing ("Closing") shall occur on the fifteenth (15^{th}) day after the end of the Due Diligence Period, or at such other time as the parties agree upon in

writing. Closing shall occur at the office of Tennessee Valley Title Insurance Company, 1225 E. Weisgarber Road, Knoxville, Tennessee 37909 ("TVT"), or at such other place which may be agreed upon between the parties. Possession shall be given to Purchaser at the time of Closing. The parties agree to divide evenly the closing fees of TVT. Seller shall pay the cost of preparation of the Warranty Deed and any attorney's fees incurred by the Seller in connection with the transaction. The Town agrees to pay for any title examination, title insurance policies, surveys, and all due diligence investigations, as well as it's attorney's fees in connection with the transaction. Seller shall pay for the recording of any instruments necessary to release any economic encumbrance and/or any other encumbrance not satisfactory to the Town and which are required to be released at or prior to closing. The recording costs of the Warranty Deed (including transfer taxes) shall be paid by the Town.

5. DELIVERY OF DEED AND MARKETABLE TITLE: At Closing, Seller agrees to convey to Buyer or Buyer's order by a general Warranty Deed title as described in paragraph 2(b). Subject to the contingencies contained in Paragraph 2 above, Buyer will simultaneously deliver to Seller the consideration specified in Paragraph 1 above. Seller agrees not to take any action, without the written consent of Buyer, prior to Closing, which will in any way affect title to the Property, and likewise agrees not to add to, demolish or alter any of the improvements prior to Closing, except as provided herein, absent such written consent of Buyer.

6. WARRANTIES AND REPRESENTATIONS OF SELLER: Seller warrants and represents that at the time of Closing:

(a) Seller has good and merchantable title to the Property;

(b) The Property is free and clear of all encumbrances, easements, rights-of-way, restrictions, taxes (except those not due or delinquent), assessments, building restrictions and covenants, leases, tenancies, reservations, and any and all other conditions which provide for a forfeiture of the title to the Property or which restrict the use of the Property, except those matters identified as exceptions ("Permitted Title Exceptions") on **Exhibit B** attached hereto and incorporated herein;

(c) The Property includes all abutting rights in existing municipal improvements in any street bounding the Property; all right, title and interest of Seller to the land underlying any street, road, avenue, or alley bordering on the Property, to the center line thereof (unless local law prohibits private ownership of such underlying land);

(d) There are not structures on adjacent properties which encroach on the Property;

(e) There are no structures on the Property which encroach on adjacent properties;

(f) The Property is free of substances and materials within the soil that would constitute "hazardous materials" as that term is defined in the local, state, and federal regulations to which the Property is subject, and is otherwise in good condition and repair, and is free from any major defects or life safety issues;

(g) There is no pending litigation, bankruptcy proceeding, or receivership proceeding affecting the Seller's ownership of or title to the Property; and

(h) There are no real estate commissions due as the result of the transaction except pursuant to the agreement of the Seller with Avison Young (Brian Tapp) to pay a six percent (6%) commission, half of which the parties have agreed will be payable to First Commercial Real Estate (Jim Nixon) which has served as the broker for the Town.

7. TAXES, ETC.: Property taxes shall be paid by Seller for the period through the date of Closing. If the Closing shall occur before the tax rate is fixed, the Seller shall pay the taxes when the tax rate has been fixed and the amount billed by the Knox County Trustee.

8. RISK OF LOSS: The parties hereby agree that all risk of loss from damage to the Property by any cause prior to Closing is assumed by Seller, except to the extent such damage is caused by Buyer or its agents, representatives or contractors.

9. CONDITION OF PROPERTY: Buyer hereby agrees that an inspection of the Property has been made by Buyer, and that the purchase is based upon such inspection and such additional independent investigation as Buyer has chosen to make, and not by or through any representations made by Seller, or any agent for Seller, except as made herein above in paragraph 6. Buyer hereby expressly waives any and all claims for damages or rescission of this Contract due to any representations by Seller or Seller's agent, except such representations as may be contained in this Contract.

10. REMEDIES FOR BREACH:

(a) Buyer's Remedies - If Seller fails or refuses to comply fully with the terms of this Contract, because of unmerchantability of title to Property or for any other cause, Buyer may, at its option, (i) rescind this Contract and recover any and all earnest money and other amounts paid hereunder, together with all expenses paid or incurred by Buyer in conducting its due diligence investigation, or (ii) proceed with this Contract and take the Property, subject to an abatement in the purchase price, or (iii) pursue any other legal or equitable remedy, including specific performance.

(b) Seller's Remedies - If Buyer fails or refuses to complete the purchase of the Property in accordance with the terms and conditions of this Contract, except for failure of any other condition precedent herein provided, Seller shall have the right to retain any and all earnest money paid by Buyer, and, in addition, to pursue any other legal or equitable remedies provided by law, including but not limited to specific performance.

(c) Litigation - Should any litigation be commenced between the parties concerning this Contract or the Property, the prevailing party in said litigation shall be entitled, in addition to any relief as may be granted, to a reasonable sum as and for attorney's fees, which shall be determined by the Court, and the costs of said action.

11. REAL ESTATE COMMISSION: Seller shall be responsible for payment from the purchase price of the commission noted in paragraph 6.

12. ASSIGNABILITY and SUCCESSION: This Contract is not assignable without the consent of both parties. This Contract shall be binding upon and inure to the benefit of the heirs, successors, administrators and executors of the respective parties.

13. MODIFICATION; ENTIRE AGREEMENT: Both Seller and Buyer agree that this Contract and such other documents executed by the parties in connection with this transaction constitute the entire agreement between them respecting the Property and shall not be modified, except in writing, signed by both Buyer and Seller.

14. NOTICES: Any notice hereunder shall be given in writing to the party for whom it is intended, in person or by certified mail, at the following address, or such future address as may be designated in writing:

If to Buyer:

Town Administrator
Town of Farragut
11408 Municipal Center Drive
Farragut, TN 37934

With copies to:

Thomas M. Hale, Esquire
KRAMER RAYSON LLP
P.O. Box 629
Knoxville, TN 37901-0629

If to Seller:

C. Douglas Goins, Jr., President
Faith Lutheran Church of Knoxville
12234 Preston Landing Way
Knoxville, TN 37922

With copies to:

Abigail G. Patterson, Esquire
355 Dunavant Drive
Rockford, TN 37853

15. FURTHER ASSURANCES. The parties agree that at any time following the execution of this Contract and from time to time, they shall execute and deliver such further instruments of assurance and/or take such other action as may be reasonably necessary to fully consummate the transaction contemplated hereunder and fully comply with the covenants and conditions contained herein.

16. HEADINGS. The subject headings of any section, paragraph or subparagraph are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions contained herein.

17. WAIVERS. No requirements, obligations, remedy or provision of this Contract shall be deemed to have been waived, unless so waived expressly in writing, and any waiver of any provision shall not be considered a waiver of any right to enforce such provision thereafter.

18. GOVERNING LAW. Purchaser and Seller acknowledge that they have read and understand this Contract and further agree that it shall be interpreted and governed under the laws of the State of Tennessee without regard to rules or laws governing conflicts of law.

19. COUNTERPARTS. This Real Estate Sales Contract may be executed by the parties hereto in separate counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate, each of which is deemed to have the force and effect of the original, on the day and year first above written.

SELLER:

FAITH LUTHERAN CHURCH OF
KNOXVILLE, TENNESSEE

____
Date and Time

____
C. Douglas Goins, Jr., President

____
Abigail G. Patterson
Attorney

BUYER:

TOWN OF FARRAGUT

By:_______________________________
Ronald Pinchok
Mayor

____
Date and Time

____
Thomas M. Hale
Attorney

EXHIBIT A

SITUATE in the 6th (formerly 10th)Civil District of Knox County, Tennessee, without the corporate limits of the City of Knoxville, Tennessee, being known and designated as all of Church Tract No. 3, Village Green, and being more fully described as follows: BEGINNING at an iron pin in the northwest right-of-way line of Jamestowne Boulevard, said iron pin being located 100 feet, more or less, from the intersection of the Northwest line of Jamestowne Boulevard if extended, and the southeast right-of-way line of Campbell Station Road; thence from said beginning iron pin proceeding along the northwest right-of-way line of said Boulevard, South 65 deg. 49 min. West, 353.1 feet to an iron pin; thence proceeding along a curve to the left a chord of South 59 deg. 49 min. West, a chord distance of 159.31 feet to an iron pin corner to Church Tract No. 2; thence leaving the right-of-way line of the Boulevard and proceeding along the common boundary between Church Tract No. 2 and Church Tract No. 3, North 38 deg. 20 min. West, 373.3 feet to an iron pin in the common boundary between Lots 17 and 18 of Block C, Village Green Unit 3; thence proceeding along the boundary of Lot 17 hereinabove referred to, North 57 deg. 29 min. East, 60.8 feet to an iron pin; thence proceeding along the common boundary between Church Tract No. 3 and Lots 17, 16, 15, and 14 of Block C, Village Green Unit 3 and also along a sanitary sewer line in said boundary, North 42 deg. 19 min. East, 500.7 feet to an iron pin corner to property now or formerly owned by Village Green; thence along said boundary of Village Green Tract South 60 deg. 18 min. East, 88.7 feet to a highway monument; thence South 29 deg. 26 min. East, 224 feet to a highway monument; thence along a curve to the left a chord of South 22 deg. 48 min. East, a chord distance of 216.5 feet to an iron pin; thence along a curve to the right the radius of which is 30.61 feet with a tangent of 43.9 feet an arc distance of 58.89 feet to the point of BEGINNING, containing 5.67 acres, and being according to the survey of Batson and Himes, Engineers, Knoxville, Tennessee, dated 12 July 1976, and bearing drawing number 12,900-CT-3.

BEING part of the same property conveyed to Russell Dairy, Inc., by two deeds as follows: (1) deed dated March 1951 from A. M. Russell and wife Bertha Russell, of record in Deed Book 858, page 305; and (2) deed dated 18 January 1949 from A. M. Russell and wife Bertha Russell, of record in Deed Book 801, page 289, in the Register's Office for Knox County, Tennessee.

EXHIBIT B

PERMITTED TITLE EXCEPTIONS

None.

239 Jamestowne Blvd

0 100 200 400

Feet

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AGENDA NUMBER VII. E **MEETING DATE** JULY 12, 2018

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: David Smoak, Town Administrator DS

SUBJECT: Approval of Memorandum of Understanding between the Town of Farragut and Knox County

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INTRODUCTION: The purpose of this agenda item is to approve a Memorandum of Understanding (MOU) between the Town of Farragut and Knox County for the purchase, renovation and lease of the former Faith Lutheran Church building located at 239 Jamestowne Boulevard.

BACKGROUND: The Town of Farragut has been working with Knox County officials on an agreement that would allow for both government organizations to provide recreational services to our residents by combining our efforts utilizing a shared building. This approach will help provide new recreational programs for Town of Farragut adults and youths and allow Knox County to provide continued and more easily accessible services for seniors.

DISCUSSION: The former Faith Lutheran Church building located at 239 Jamestowne Blvd. has been available for purchase as the church moved to an adjacent property. The property has a total of 5.72 acres and the building under roof is 35,900 square feet. The MOU and attached Lease Agreement provide that the Town will purchase the property for $2,000,000 and occupy 16,556 square feet of the building, which would include office space for park and leisure services staff, a large community/multi-purpose room, and multiple classrooms for programming. In addition, there would be 9,672 square feet of shared space with Knox County that includes a gymnasium, stage, commercial kitchen, restroom/shower facilities and elevator. Finally, there would be an additional 9,672 square feet of the building that would be occupied by Knox County for use as a senior center.

Knox County would be responsible for renovations to the building up to an amount equal to $2,000,000 and any additional renovation costs that exceed that amount would be split equally between the Town and the County. In addition, the MOU provides that the operating costs of the building would be split so that Farragut would pay 60% of the costs and Knox County will pay 40% of the costs over a 20-year term. If the renovation costs are less than $2 million, the county will pay all the operating costs until the balance between the renovation cost up to $2 million has been paid. The lease is set to start upon commencement of renovations to the property and will expire on June 30, 2038.

Additional terms of the lease agreement call for the Town and County to split time allocation of the shared space of the gymnasium 60% to Farragut and 40% to the County. The Town and the County will maintain and repair their separately operated spaces and will share the cost to maintain the shared space in the same 60%/40% manner as mentioned previously. The lease also allows for Knox County to give a one-year notice to terminate this agreement and in the event the Town decides to sell the property during the term of the lease, Knox County would have 90 days to work out an agreement to buy the property from the Town prior to it being available to a third party.

Exhibit 1 and Exhibit 2 of the agreement are being finalized and will include maps of the spaces that are to be occupied by the Town of Farragut, Knox County and the shared space area that includes the gymnasium, kitchen, restroom facilities and elevator.

STRATEGIC PLAN: The purchase and operation of the building for the Town of Farragut's future community center would meet our strategic objectives of Providing Excellent Parks, Recreation, Cultural Amenities and Programs as well as cultivating our relationships with Knox County through Regional Leadership and Collaboration.

RECOMMENDATION BY: Town Administrator David Smoak for approval.

PROPOSED MOTION: To approve the Memorandum of Understanding between the Town of Farragut and Knox County

BOARD ACTION:

MOTION BY: ________________________________ **SECONDED BY:** ________________________________

VOTE/TOTAL	POVLIN	MARKLI	PINCHOK	WILLIAMS
YES	______	______	______	______
NO	______	______	______	______
ABSTAIN	______	______	______	______

MEMORANDUM OF UNDERSTANDING
KNOX COUNTY, TENNESSEE AND THE TOWN OF FARRAGUT, TENNESSEE

This Agreement is made and entered into by and between KNOX COUNTY, TENNESSEE, a political subdivision of the State of Tennessee, a home rule public corporation and charter government (hereinafter referred to as "Knox County") and the TOWN OF FARRAGUT, TENNESSEE, a political subdivision of the State of Tennessee (hereinafter referred to as "Farragut").

WITNESSETH

In consideration of the mutual promises and obligations hereinafter set forth to be performed and observed by Knox County and Farragut (the "Parties"), the Parties hereby covenant and agree as follows:

1. Farragut will attempt to buy the property currently owned by Faith Lutheran Church of Knoxville, Tennessee, Inc., Parcel ID No. 142 12701, located at 239 Jamestowne Boulevard, Knoxville, TN 37934, which property consists of 5.72 acres and improvements thereto, including a building with total space of 35,900 square feet ("the property"), for a purchase price of up to Two Million Dollars ($2,000,000.00).

2. Upon the purchase of the property by Farragut, Knox County will pay the renovation costs of the property up to the amount of Two Million Dollars ($2,000,000.00). Should the cost of renovation of the property total less than Two Million Dollars ($2,000,000.00), Knox County will pay the difference toward the operating costs of the property until the unpaid balance of the Two Million Dollars ($2,000,000.00) has been paid. Said Two Million Dollars ($2,000,000.00) shall be in lieu of any and all rental payments by Knox County for the entire term of the Lease Agreement referenced in paragraph 4 below.

3. Should the renovation costs of the property exceed Two Million Dollars ($2,000,000.00), then Knox County and Farragut shall each be responsible for 50% of the excess costs of renovation. Any payments made by Knox County pursuant to this paragraph shall also be in lieu of any and all rental payments by Knox County for the entire term of the Lease Agreement referenced in paragraph 4 below.

4. Upon the purchase of the property, the Parties will execute a Lease Agreement by which Farragut will lease the lower level of the Education Wing of the building (9,672 square feet) to Knox County for use as a senior center. The Lease Agreement will also provide that Knox County will have access to and can use for its senior center activities the upper level of the Education Wing (9,672 square feet), including the gymnasium, kitchen and adjoining restrooms. The Lease Agreement will start upon the commencement of the renovations of the property by Knox County or its contractors and will expire on June 30, 2038.

5. Knox County and Farragut will share the operating costs of the property as follows: Knox County will pay 40% of the operating costs, and Farragut will pay 60% of the operating costs as provided in the Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date last written below.

KNOX COUNTY, TENNESSEE	**TOWN OF FARRAGUT, TENNESSEE**
BY: ______________________	BY: ______________________
TIM BURCHETT KNOX COUNTY MAYOR	Ronald Pinchok, Mayor
DATE: ______________________	DATE: ______________________

CONTRACT # ______________________

APPROVED AS TO LEGAL FORM	APPROVED AS TO LEGAL FORM
BY: ______________________	______________________
KNOX COUNTY LAW DEPARTMENT	Thomas M. Hale, Town Attorney
DATE: ______________________	DATE: ______________________

This instrument prepared by:
Charles F. Sterchi, III
Deputy Law Director
Knox County Law Department
400 Main Street
Suite 612, City-County Building
Knoxville, TN 37902
(865) 215-2327

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease" or "Lease Agreement") is made and entered into on the ______ day of ________________________, 2018, by and between **THE TOWN OF FARRAGUT, TENNESSEE,** a political subdivision of the State of Tennessee, hereinafter referred to as "Lessor", and **KNOX COUNTY, TENNESSEE**, a political subdivision of the State of Tennessee, a home rule public corporation and charter government, hereinafter referred to as "Lessee":

WITNESSETH:

1. DEMISE, DESCRIPTION, AND USE OF PREMISES: Lessor leases to Lessee, and Lessee hires from Lessor those certain premises with the appurtenances, situated in Knox County, Tennessee, located at 239 Jamestowne Boulevard, Knoxville, Tennessee 37934, and more particularly consisting of the lower level of the Education Wing of the former Faith Lutheran Church, said lower level totaling 9,672 square feet, as more particularly described in EXHIBIT 1, attached hereto and incorporated herein by reference as if stated verbatim (the "Premises"). Lessor also grants to Lessee the access to, and the use of, the upper level of said Education Wing, an additional 9,672 square feet, including the gymnasium, kitchen, and adjoining classrooms, as more particularly described in EXHIBIT 2, attached hereto and incorporated herein by reference as if stated verbatim (the "Shared Space"). The Shared Space shall be available to Lessee for up to forty percent (40%) of the operating hours of the building from 7:30 a.m. to 4:00 p.m., Monday through Friday. The Lessor and Lessee will collaborate every six (6) months in advance of the period of use to develop a joint semi-annual schedule for use of the Shared Space, which will endeavor to allocate to both users their preferred times for usage. In the event of conflicting needs for the space, the Lessor shall make the final determination of the scheduled usage of the Shared Space, which will be reasonably determined by the Lessor. The parties agree that if after gaining experience in setting the schedule, it becomes apparent that there are preferred time slots, the schedule over time for such time slots will be allocated as close as reasonably possible sixty percent (60%) to the Lessor and forty percent (40%) to the Lessee. This Lease is being entered into for the purposes of Lessee's using the Leased Premises as a Senior Center.

As used herein, the term "Leased Premises" refers collectively to the Premises and the Shared Space.

2. TERM: The term of this Lease shall start upon the commencement of the renovations of the property located at 239 Jamestowne Boulevard, Knoxville, Tennessee 37934, including the building with total space of 35,900 square feet ("the Property"), by Knox County or its contractors and will expire on June 30, 2038.

3. RENTAL: Lessee shall pay the renovation costs of the Property up to the amount of Two Million Dollars ($2,000,000.00). Should the cost of renovation of the Property total less than Two Million Dollars ($2,000,000.00), Lessee shall pay the difference toward the operating costs of the Property until the unpaid balance of the Two Million Dollars ($2,000,000.00) has been paid, at which point the Lessor and Lessee shall commence sharing the operating costs of the Property as provided in paragraph 5. Should the renovation costs of the Property exceed Two Million Dollars ($2,000,000.00), then Lessor and Lessee shall each pay 50% of the excess costs of renovation. The payments referred to in this paragraph made by Lessee shall be in lieu of any and all rental payments by Lessee for the entire term of the Lease Agreement and shall be credited at the rate per month equal to the portion of the total cost of the renovations borne by the Lessee divided by 240 (the "Monthly Credit"). Unless provided for otherwise herein, in the event of the termination of this Lease before June 30, 2038 due to the fault of the Lessor, Lessor shall pay to Lessee the Monthly Credit each month during the remaining term contemplated by paragraph 2 hereof. For example, if the total cost of the renovations equaled $2,000,000, then the Monthly Credit would be equal to $8,333.33. Thus, in the event of a wrongful termination by Lessor on June 30, 2028, the Lessor would owe the Lessee $8,333.33 each month between July 1, 2028 and June 30, 2038.

4. MAINTENANCE AND REPAIRS: Following the renovation of the Property, Lessee shall, throughout the term of this Lease, at its own cost, keep, repair, and maintain the Premises, including the provision of janitorial services and supplies, and all fixtures and appurtenances thereto, in good, sanitary, and neat order, condition and repair (including any such replacement and restoration as is required for that purpose) without limitation, interior and exterior painting, windows, doors, hardware, light fixtures, bulbs and ballasts, and any other routine general and preventive maintenance as may be necessary to keep the Premises and the fixtures in good order. Lessor shall, throughout the term of this Lease, at its own cost, keep, repair and maintain the Property, with the exception of the Premises, including the provision of janitorial services and supplies, and all fixtures and appurtenances thereto, in good, sanitary, and neat order, condition and repair (including any such replacement and restoration as is required for that purpose) without limitation, interior and exterior painting, windows, doors, hardware, light fixtures, bulbs and ballasts, and any other routine general and preventive maintenance as may be necessary to keep said property and the fixtures in good order. Lessee shall reimburse Lessor, pursuant to paragraph 5, 40% of the cost of said maintenance and repairs with respect to the Shared Space, the common areas outside the building and for any signage the parties agree to install. Lessor and Lessee shall also comply with and abide by all federal, state, county, municipal, and other governmental statutes, ordinances, laws, regulations and deed restrictions affecting the Property, the improvements thereon or any activity or condition on or in the Property. In addition, Lessor shall make and pay for all repairs and replacement to the building (including fixtures and equipment). Such maintenance shall include the roof, foundation, exterior walls, interior structural walls, all structural components and all systems such as mechanical, electrical, HVAC and plumbing (the "Major Repairs"). The Lessee shall reimburse Lessor for

the expenses incurred by Lessor in making the Major Repairs as provided in paragraph 5, unless the need for the Major Repair is caused by an intentional or negligent act or omission of the Lessor or Lessee, in which event the party causing the need for the Major Repair shall bear 100% of the cost thereof.

5. OPERATING COSTS: Lessor and Lessee will share the operating costs of the Property as follows: Lessee will pay 40% of the operating costs, and Lessor will pay 60% of the operating costs. Said operating costs include, but are not limited to, all water, gas, heat, light, power, telephone service, and other public utilities of every kind furnished to the Property throughout the term hereof. Said costs will also include garbage disposal, extermination, cable and internet service, security and security system, the cost of insuring the property, fire protection, the cost of maintenance and repair referenced in paragraph 4 and necessary supplies and other operating costs. By the 30th day of each month of the Term, Lessor shall compile a list of the operating costs from the month before the current month and deliver such list and the supporting documents to the Lessee, who will reimburse Lessor forty percent (40%) of the total operating costs, unless Lessee is obligated to pay all of the operating costs as provided in paragraphs 3 and 4, such payment to be made to Lessor not later than thirty (30) days following delivery of the monthly list to the Lessee.

6. USE: The Leased Premises shall be used and occupied by Lessee solely for the purpose of operation of a senior center and activities related thereto. Any other periodic or temporary use shall be subject to Lessor's prior written consent, which shall not be unreasonably withheld.

7. RIGHT OF ENTRY: Lessor or Lessor's representative shall have the right at any time to enter upon any part of the Leased Premises for the purposes of determining whether the conditions and covenants contained in this Lease are being kept and performed.

8. COMPLIANCE WITH LAWS: Lessor and Lessee shall promptly execute, fulfill and comply with all valid laws, rules and regulations made by any governmental authority which are applicable to the Leased Premises or Lessee's use thereof.

9. LESSEE'S ASSIGNMENT OR SUBLEASE: Lessee may not sublet the Leased Premises in whole or in part without Lessor's prior written consent, and the making of any such Sublease shall not release Lessee from, or otherwise affect in any manner, any of Lessee's obligations hereunder. Lessee shall not assign or transfer this Lease, or any interest herein, without the prior written consent of Lessor, and a consent to an assignment shall not be deemed to be a consent to any subsequent assignment. Any such assignment without such consent shall be void, and shall, at the option of Lessor, terminate this Lease, with Lessee not being entitled to a refund in Monthly Credits. Neither this Lease nor the leasehold estate of Lessee nor any interest of Lessee hereunder in the Leased Premises or any improvements thereon shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever, and any such attempted involuntary assignment, transfer, or sale shall be void and of no effect and shall, at the option of Lessor, terminate this Lease.

10. FIRE AND CASUALTY DAMAGE: In the event the improvements on the Leased Premises are wholly or partially damaged or destroyed by fire, storm, tornado, or other casualty, Lessor shall, within thirty days from the date of the casualty event, give written Notice to Lessee that this Lease is terminated, or, alternatively, that Lessor elects to rebuild and/or repair the improvements on the Leased Premises. The failure of Lessor to give such written Notice within thirty (30) days after the occurrence of the casualty shall be deemed a termination of this Lease by Lessor. Within one hundred eighty (180) days following the date of the casualty event, Lessor shall complete the rebuilding and/or repairing of the improvements to substantially the condition in which they were immediately prior to the happening of the casualty. If Lessor fails to complete the same within one hundred eighty (180) days following the date of the casualty event, then at the option of Lessee, this Lease shall terminate without the necessity of further action by Lessee.

11. DEFAULT BY LESSOR: The following events shall be deemed to be events of default by Lessor under this Lease:

(a) With the exception of paragraph 10 above, Lessor shall fail to comply with any term, provision, or covenant of this Lease upon the expiration of fifteen (15) days after written Notice from Lessee, provided that in the event that the default is of such a nature that it cannot reasonably be cured within such fifteen (15) day period, then no default shall be deemed to have occurred if Lessor commences to cure the default within such fifteen (15) day period and thereafter pursues the cure with reasonable diligence.

(b) Lessor shall make an assignment for the benefit of creditors.

(c) Lessor shall file a petition under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof; or Lessor shall be adjudged bankrupt or insolvent in proceedings filed against Lessor thereunder and such adjudication shall not be vacated or set aside or stayed within the time permitted by law. This Lease is and shall be construed as a lease of "nonresidential real property" as such term is used in Sections 365(d)(3) & (4) of the Bankruptcy Code.

(d) A receiver or trustee shall be appointed for all or substantially all of the assets of Lessor and that receivership shall not be terminated or stayed within sixty (60) days after such appointment.

12. LESSEE'S REMEDIES: Upon the occurrence of any event of default specified in paragraph 11 above, Lessee shall have the option to terminate the Lease upon giving the Lessor written Notice of its election to terminate, and provided the termination was not the fault of Lessee, it will be entitled to a refund of the Monthly Credits for each month of the remainder of the Term.

13. DEFAULT BY LESSEE: The following events shall be deemed to be events of default by Lessee under this Lease:

(a) Lessee shall fail to comply with any term, provision, or covenant of this Lease upon the expiration of fifteen (15) days after written Notice from Lessor, provided that in the event that the default is of such a nature that it cannot reasonably be cured within such fifteen (15) day period, then no default shall be deemed to have occurred if Lessee commences to cure the default within such fifteen (15) day period and thereafter pursues the cure with reasonable diligence.

(b) Lessee shall make an assignment for the benefit of creditors.

(c) Lessee shall file a petition under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof; or Lessee shall be adjudged bankrupt or insolvent in proceedings filed against Lessee thereunder and such adjudication shall not be vacated or set aside or stayed within the time permitted by law. This Lease is and shall be construed as a lease of "nonresidential real property" as such term is used in Sections 365(d)(3) & (4) of the Bankruptcy Code.

(d) A receiver or trustee shall be appointed for all or substantially all of the assets of Lessee and that receivership shall not be terminated or stayed within sixty (60) days after such appointment.

14. LESSOR'S REMEDIES: Upon the occurrence of any event of default specified in paragraph 13 above, Lessor shall have the option to pursue any one or more of the following remedies upon giving the Lessee written notice of its election to pursue one or more of said remedies:

(a) Terminate this Lease, in which event Lessee shall immediately surrender possession of the Leased Premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which it may have for default hereunder, enter upon and take possession of the Leased Premises and retain the remaining unapplied Monthly Credits for the remaining months of the term contemplated by paragraph 2 otherwise due to Lessee on account of Lessee's funding of the renovations of the property.

(b) Enter upon and take possession of the Leased Premises and expel or remove Lessee and any other occupant therefrom (using such force as may be reasonably necessary) without having terminated this Lease, without being deemed guilty of any manner of trespass and without prejudice to any other remedy which it may have for default hereunder and retain the remaining unapplied Monthly Credits for the remaining months of the term contemplated by paragraph 2 otherwise due to Lessee on account of Lessee's funding of the renovations of the property.

15. CASUALTY INSURANCE: Lessor and Lessee shall, throughout the Term of this Lease, maintain such policy of casualty insurance as they deem appropriate with at least the amount of coverage necessary to rebuild the building located on the Property, as renovated per the terms hereof, or, in the alternative, to refund to Lessee the Monthly Credit for the remaining months of the Term. Lessor and Lessee shall be solely responsible for acquiring their own property and casualty insurance to cover the personal property they each own that is maintained at the Property.

16. WAIVER OF SUBROGATION: Insofar as and to the extent that this paragraph may be effective without invalidating or making it impossible to secure insurance coverage as provided in this Lease from responsible insurance companies doing business in the state where the Leased Premises are located, Lessor hereby expressly waives any cause of action or right of recovery which it may have hereafter against Lessee, and/or its agents and/or employees for any loss or damage to the Leased Premises or any personal property belonging to Lessor caused by fire, explosion or other risk, and Lessor shall obtain a waiver from any insurance carrier with which it carries fire insurance and/or extended coverage insurance covering the Leased Premises releasing its subrogation rights as against Lessee, and its agents and employees.

17. CONDEMNATION: If during the Term hereof, any part of the Leased Premises shall be taken in any condemnation or eminent domain proceedings, this Lease shall thereupon terminate. In such event Lessee's right of possession hereunder shall terminate on the date of such taking. All damages for any condemnation of all or any part of the Leased Premises shall belong to Lessor. Lessee, however, shall have the right to claim and recover from the condemning authority such compensation as may be separately awarded or recoverable by Lessee in Lessee's own right on account of the taking. In the event that any part of the Leased Premises is taken in any condemnation or eminent domain proceedings, Lessee shall have the right to claim and recover from the condemning authority all amounts Lessee paid for the renovation of the building, said amount to be depreciated in accordance with generally accepted accounting principles.

18. WARRANTY OF POSSESSION: During the entire Term hereof, Lessor covenants that Lessee, subject to the terms hereof and its performance of all of its covenants and agreements herein contained, shall and may peaceably and quietly have, hold, occupy, use and enjoy the Premises and shall also have access to, and the use of, the Shared Space as provided in paragraph 1 hereof.

19. SURRENDER OF POSSESSION: Upon termination of the Lease, Lessee shall surrender the Leased Premises in substantially as good condition as the same were when Lessee accepted possession thereof from Lessor.

20. TRANSFER BY LESSOR: Lessor shall have the right to transfer and assign, in whole or in part, all of its rights and obligations hereunder in the Leased Premises, including this Lease.

21. EXPENSES AND PERFORMANCE: Irrespective of whether or not expressly so stated, all of the duties, covenants, obligations and agreements of each party hereto,

respectively, and all acts and things done or provided to be done by each party hereto, respectively, shall be fully and punctually kept, performed and complied with by such party at such party's sole risk, cost, expense and liability and without cost, risk, expense or liability to or on the part of the other party.

22. ACCRUED OBLIGATIONS SURVIVE TERMINATION: No termination of this Lease, regardless of how such termination may be brought about or occur, by or insofar as it relates to or affects any party hereto, shall relieve any party hereto of any duties, obligations or liabilities which shall theretofore have accrued or become payable or performable by such party.

23. NOTICE: Any Notice, communication, request, reply, advice or other writing (hereinafter severally and collectively, for convenience, called "Notice") in this instrument provided or permitted to be given, made or accepted by either party to the other must be in writing and may, unless otherwise in this Lease Agreement expressly provided, be given or be served by depositing the same in the United States Mail, postage prepaid and in registered or certified form and addressed to the party to be notified, with return receipt requested. Notice given in such a manner shall be deemed to be effective three days after it is deposited in the United States Mail or the date of receipt shown on the return receipt, whichever is earlier. Notice given in any other manner shall be effective only if and when received by the party to be notified. For purposes of Notice the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to Lessor:	For purposes of U.S. Mail, overnight courier or hand delivery:
	Town of Farragut 11408 Municipal Center Drive Farragut, TN 37934Attn: Town Administrator
	and
	Thomas M. Hale, Town Attorney c/o Kramer Rayson LLP P. O. Box 629 Knoxville, TN 37901
If to Lessee:	For purposes of U.S. Mail, overnight courier or hand delivery:
	Knox County, Tennessee Suite 615, City-County Building 400 Main Street Knoxville, TN 37902
	and

Knox County Law Director's Office
Suite 612, City-County Building
400 Main Street
Knoxville, TN 37902

However, the parties hereto and their respective heirs, successors, legal representatives and assigns shall have the right from time to time and at any time to change their respective addresses, and each shall have the right to specify as its address any other address, by at least ten (10) days' written Notice to the other party; provided, however, if at any one time more than one person or party owns an interest in the Leased Premises, nevertheless, such persons or parties may not designate more than one place and address to receive Notices pursuant to the terms hereof.

24. ESTOPPEL CERTIFICATES: Within fifteen (15) days after the request of either party hereto, the other party agrees to execute an estoppel certificate or other agreement certifying to the requesting party such matters regarding this Lease as the requesting party may reasonably request.

25. HAZARDOUS MATERIALS AND LESSOR'S ENVIRONMENTAL COVENANTS: Neither Lessor nor Lessee shall use or store any Hazardous Materials on the Property. In the event Hazardous Materials are discovered on, in, or under the Leased Premises, which are present as a result of any acts or omission of Lessor's or Lessee's employees, agents, contractors, invitees, licensees or any person who comes upon the Property with permission of either the Lessor or Lessee, such party, at its sole expense, shall immediately institute and complete, on an emergency basis, all proper, requisite, and thorough procedures for the removal of Hazardous Materials in accordance with all applicable laws, rules, ordinances, and regulations.

For purposes of this Lease, the term "Hazardous Materials" is defined as any substance, chemical or material that is prohibited, regulated or controlled by any federal, state or local statute, law or ordinance enacted for the protection of the environment, including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. §§9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. 5101, et seq.), and the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§6901 et seq.), but shall not include motor oil and gasoline as used in automobiles and lawn care equipment.

26. SUBORDINATION AND ATTORNMENT: Subject to and expressly conditioned upon the execution and delivery by any mortgagee and/or beneficiary of any mortgage or deed of trust covering the Leased Premises (hereinafter referred to as "Mortgagee") to Lessee of a non-disturbance and attornment agreement in the form described below, Lessee agrees to subordinate this Lease to any such mortgage or deed of trust which may now or hereafter encumber all or any portion of the Leased Premises and to all renewals, modifications, consolidations, replacements and extensions thereof. In the event that any such Mortgagee fails or refuses to deliver such non-disturbance and attornment agreement to Lessee then this Lease shall be and remain prior and superior to such mortgage or deed of trust until such time as such Mortgagee executes and

delivers to Lessee a non-disturbance and attornment agreement in the form provided for herein. Subject to and strictly conditioned upon the execution and delivery to Lessee of such non-disturbance and attornment agreement as aforesaid, Lessee agrees, at Lessor's request, to execute and return to Lessor an appropriate certificate or instrument evidencing and confirming such subordination within five (5) business days after receipt of same from Lessor. The above described non-disturbance and attornment agreement shall be in form and content reasonably acceptable to Mortgagee and Lessee and shall provide that in the event of the enforcement by the trustee or the beneficiary under any such mortgage or deed of trust of the remedies provided for by law or by such mortgage or deed of trust, Lessee will attorn to and become the tenant of any person or party succeeding to the interest of Lessor as a result of such enforcement without change in the terms or provisions of this Lease and shall additionally provide that such successor in interest shall not under any circumstances disturb Lessee's possession of the Leased Premises under this Lease so long as Lessee performs its obligations hereunder. Such non-disturbance and attornment agreement shall provide that in no event shall such Mortgagee be liable for (i) any obligations or default by Lessor accruing or occurring prior to the date of foreclosure by the Mortgagee and (ii) any modification, amendment or change in this Lease without the written consent of Mortgagee.

27. MEMORANDUM OF LEASE: At the time of the execution of this Lease Agreement, the parties will also execute a Memorandum of Lease, the form of which is attached as EXHIBIT 3. Either party may record the Memorandum of Lease in the Office of the Register of Deeds for Knox County, Tennessee.

28. WAIVER: No waiver or waivers of any breach or default or breaches or defaults by either party of any term, condition or liability or of performance by the other party of any duty or obligation hereunder shall be deemed a waiver or waivers of subsequent breaches or defaults of any kind, character or description under any circumstances.

29. CAPTIONS: The paragraph captions appearing in this Lease Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Lease Agreement, or any provision hereof, or in connection with the duties, obligations or liabilities of the respective parties hereto or in ascertaining intent, if any question of intent should arise.

30. REAL RIGHT AND COVENANT: This Lease Agreement shall constitute a real right and covenant running with the Property, and this Lease and all of its terms and provisions shall be binding upon the parties' successors; and whenever in this Lease a reference to either of the parties hereto is made, such reference shall be deemed to include, wherever applicable, a reference to the successors of said party.

31. NO AGENCY: It is not the intention of the parties hereto to create under any circumstances a partnership or a relationship of master-servant or principal-agent.

32. LIENS:

(a) The parties shall keep all of the Property and every part thereof and all improvements at any time located thereon free and clear of any and all mechanics', materialmen's, and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of a party, any alteration, improvement, or repairs or additions which a party may make or permit or cause to be made, or any work or construction, by, for, or permitted by a party on or about the Property, or any obligations of any kind incurred by a party, and at all times promptly and fully to pay and discharge any and all claims on which any such lien may or could be based. Each party shall give the other party written Notice no less than sixty (60) days in advance of the commencement of any construction, alteration, addition, improvement, or repair estimated to cost in excess of One Thousand Dollars ($1,000.00) in order that the notified party may post appropriate Notices of its non-responsibility.

(b) If a party desires to contest any such lien, it shall notify the other party of its intention to do so within ten (10) days after the filing of such lien. In such case, and provided that the party shall on demand protect the other party by a good and sufficient surety bond against any such lien and any cost, liability, or damage arising out of such contest, the party shall not be in default hereunder until ten (10) days after the final determination of the validity thereof, within which time the party shall satisfy and discharge such lien to the extent held valid; but the satisfaction and discharge of any such lien shall not, in any case, be delayed until execution is had on any judgment rendered thereon, and such delay shall be a default of said party hereunder. In the event of any such contest, the contesting party shall protect the other party against all loss, expense, and damage resulting therefrom.

33. FORCE MAJEURE: It is understood and agreed by Lessor and Lessee that neither party hereto shall be liable in damages to the other party in the event such party is delayed or prevented from performing any of its obligations hereunder due to Force Majeure, which as used herein shall mean acts of God, strikes, lockouts or other industrial disturbances and any other causes, whether of the kind herein enumerated or otherwise, which are not reasonably within the control of the party claiming suspension and which by the exercise of due diligence such party is unable wholly or in part to prevent or overcome, provided that the foregoing shall not be applicable to relieve any party hereto from the timely payment of any monetary obligation due hereunder.

34. SEVERABILITY: Should any portion of this Lease Agreement be found invalid for any reason the remainder of this Lease Agreement shall remain in full force and effect.

35. GOVERNING LAW AND VENUE: This Lease Agreement shall be governed by the laws of the State of Tennessee both as to interpretation and performance. The Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

36. ENCUMBRANCE OF LESSEE'S LEASEHOLD INTEREST: Lessee may not encumber by mortgage or deed of trust, or other proper instrument, its leasehold interest and estate in the Leased Premises, nor any improvements placed by Lessee thereon, as security for any indebtedness of Lessee.

37. REMEDIES CUMULATIVE: All remedies hereinbefore and hereafter conferred on the parties shall be deemed cumulative and no one exclusive of the other or of any other remedy conferred by law.

38. SURRENDER OF LEASE: The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, shall not work a merger and shall, at the option of Lessor, terminate all or any existing subleases or subtenancies, or may, at the option of Lessor, operate as an assignment to it of any or all such subleases or subtenancies.

39. WASTE AND NUISANCE PROHIBITED: Neither Lessor nor Lessee shall commit, or allow to be committed, any waste or nuisance on the Property.

40. VIOLATION OF LEASE: Neither the execution and delivery of this Lease by Lessor nor Lessor's performance of its obligations hereunder will result in a violation or breach of any term or provisions or constitute a default or accelerate the performance required under any other agreement or document to which Lessor is a party or is otherwise bound or to which the Leased Premises, or any part thereof, is subject, and will not constitute a violation of any law, ruling, regulation, or order to which Lessor is subject.

41. LESSEE'S OPTION TO TERMINATE: Lessee shall have the right, by written notice to Lessor, to terminate this Lease and surrender both its leasehold interest hereunder to Lessor, and any right to recover any of the unaccrued Monthly Credits from the lessor. Said written notice shall be given to Lessor at least one (1) year prior to the termination date. On such termination date Lessee shall be relieved from all further liability hereunder, and shall deliver possession of the demised premises to Lessor.

42. EFFECT OF LESSEE'S HOLDING OVER: Any holding over after the expiration of the term of this Lease, with or without consent of Lessor, shall be construed to be a tenancy from month to month, and Lessee shall pay Lessor as rental a sum equal to 150% of the Monthly Credit.

43. PARTIES BOUND: The covenants and conditions herein contained shall, subject to the provisions as to assignment, transfer, and subletting, apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.

44. TIME OF THE ESSENCE: Time is of the essence of this Lease, and of each and every covenant, term, condition, and provision hereof.

45. GOVERNMENTAL AGENCIES: Lessor has no knowledge of any existing conditions in or about the Property or otherwise which violate any city, county, state or federal law, ordinance or

regulation, including, but not limited to, regulations relating to zoning and use of the property, and Lessor has not received any Notice, written or otherwise, from any governmental agency requiring the correction of any condition with respect to the Property, including the Leased Premises that might be in violation of any law, ordinance, or regulation.

46. LITIGATION, CLAIMS, OR PROCEEDINGS: There are no existing or pending actions, suits, litigation, claims, proceedings, or governmental investigations with respect to any aspect of any of the Leased Premises, nor, to the knowledge of Lessor, have any such actions, suits, litigation, claims, proceedings, or governmental investigations been threatened or asserted.

47. ENTIRE CONTRACT: This Lease Agreement and the Memorandum of Understanding embody the entire contract between the parties hereto relative to the subject matter hereof. No variations, modifications or changes herein or hereof shall be binding upon any party hereto unless executed by it or by a duly authorized officer or a duly authorized agent of the particular party.

48. COORDINATION OF USE OF SHARED SPACE: Lessor and Lessee shall make all reasonable efforts to coordinate the schedule for their use of the Shared Space as provided in paragraph 1 hereof.

49. LESSOR'S FIRST OFFER: Should the Lessor decide to sell the Property during the term of this Lease, before it places the Property on the market or offers it for sale, Lessor will offer in writing to sell the Property to the Lessee at a price Lessor is willing to accept. Lessee shall respond to said offer within ninety (90) days from its receipt of said offer, in writing, either accepting it, rejecting it or making a firm written counteroffer. In the event the parties do not reach an agreement, the Lessor may sell the Property to any third party for any price.

50. LESSEE'S PAYMENT OF OPERATING COSTS: Lessee shall pay to Lessor Lessee's share of operating costs on a monthly basis as provided for in paragraph 5.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease Agreement as of the date stated above.

TOWN OF FARRAGUT, TENNESSEE

By: ______________________________
Ronald Pinchok, Mayor

KNOX COUNTY, TENNESSEE

By: ______________________________
Tim Burchett
Mayor

EXHIBIT 1

EXHIBIT 2

EXHIBIT 3

This instrument prepared by:
Charles F. Sterchi, III
Deputy Law Director
Knox County Law Department
400 Main Street
Suite 612, City-County Building
Knoxville, TN 37902
(865) 215-2327

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into by and between **THE TOWN OF FARRAGUT, TENNESSEE,** a political subdivision of the State of Tennessee, hereinafter referred to as "Lessor", and **KNOX COUNTY, TENNESSEE,** a political subdivision of the State of Tennessee, a home rule public corporation and charter government, hereinafter referred to as "Lessee":

WITNESSETH:

That Lessor and Lessee have entered into a Lease Agreement, dated _______________, 2018, whereby Lessor has demised, leased and let unto Lessee certain space within a building located in Knox County, Tennessee, being more particularly described in EXHIBIT 1 attached hereto and incorporated herein by reference ("the Leased Premises").

The Term of the Lease shall commence on _____________, 2018 and shall expire on June 30, 2038.

This Memorandum of Lease is subject to all conditions, terms and provisions of the Lease Agreement, which is hereby adopted and made a part hereof by reference to the same extent and in the same manner as if all the provisions thereof were stated herein.

This ______ day of _______________________, 2018.

KNOX COUNTY, TENNESSEE

By: ______________________________
Tim Burchett
Mayor

TOWN OF FARRAGUT, TENNESSEE

By: ______________________________
Ronald Pinchok, Mayor

STATE OF TENNESSEE)
)
COUNTY OF KNOX)

Before me, the undersigned authority, a Notary Public of the State and County aforementioned, personally appeared Tim Burchett, 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 Knox County, Tennessee, the within named bargainor, a political subdivision of the State of Tennessee, a home rule public corporation and charter government, and that he as such Mayor, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by personally signing the name of Knox County, Tennessee, by himself as such Mayor.

Witness my hand and seal, at office in Knoxville, Tennessee, this ______ day of ____________________, 2018.

____
NOTARY PUBLIC

My Commission Expires: _______________

STATE OF TENNESSEE)
)
COUNTY OF KNOX)

Before me, the undersigned authority, a Notary Public of the State and County aforementioned, personally appeared Ronald Pinchok, 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, Tennessee, the within named bargainor, a political subdivision of the State of Tennessee, and that he as such Mayor, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by personally signing the name of The Town of Farragut, Tennessee, by himself as such Mayor.

Witness my hand and seal, at office in Knoxville, Tennessee, this _____ day of __________________, 2018.

____
NOTARY PUBLIC

My commission expires _________________