



FARRAGUT BOARD OF MAYOR AND ALDERMEN MINUTES

January 24, 2019

**BMA MEETING
7:00 PM**

Mayor Williams called the meeting to order at 7:00 PM. Members present were Mayor Williams, Aldermen Meyer, Pinchok and Povlin; Alderman Burnette was absent.

Approval of Agenda

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

Citizens Forum

John Schoonmaker, District 5 County Commissioner, made the board aware of a safety improvement project on Northshore Drive, near Concord Road.

Approval of Minutes

Motion was made to approve the minutes of January 10, 2019 as presented. Moved by Alderman Povlin, seconded by Alderman Meyer; voting yes, Mayor Williams, Aldermen Meyer, Pinchok and Povlin; Alderman Burnette was absent; no nays; motion passed.

Business Items

Approval of Town of Farragut Committee Attendance Policy and Term Limits

Motion was made to approve the Town of Farragut Committee Attendance Policy and Term Limits. Moved by Alderman Povlin, seconded by Alderman Meyer.

Alderman Pinchok made a motion to change the Parks & Athletics Council to a Type 1 attendance policy, the term will expire on the 3rd absence. Moved by Alderman Pinchok, seconded by Alderman Povlin; voting yes, Mayor Williams, Aldermen Meyer, Pinchok and Povlin; Alderman Burnette was absent; no nays; motion passed.

Voting on the original motion including the amendment. Voting yes, Mayor Williams, Aldermen Meyer, Pinchok and Povlin; Alderman Burnette was absent; no nays; motion passed.

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

Approval of the Revised Community Grant Policy and Application

Motion was made to approve the Revised Community Grant Policy and Application. Moved by Alderman Povlin, seconded by Alderman Pinchok; voting yes, Mayor Williams, Aldermen Meyer, Pinchok and Povlin; Alderman Burnette was absent; no nays; motion passed.

Approval of First Amendment to Agreement Between the Town of Farragut, Tennessee, and Redflex Traffic Systems, Inc. for an Automated Photo Enforcement Program

Motion was made to approve the First Amendment to Agreement Between the Town of Farragut, Tennessee, and Redflex Traffic Systems, Inc. for an Automated Photo Enforcement Program. Moved by Alderman Meyer, seconded by Alderman Povlin; voting yes, Mayor Williams, Aldermen Meyer, Pinchok and Povlin; Alderman Burnette was absent; no nays; motion passed.

Approval of Amendment 1 to TDOT Agreement for Improvements at Watt Road/Kingston Pike Intersection

Motion was made to approve amendment 1 to TDOT Agreement for Improvements at Watt Road/Kingston Pike Intersection. Moved by Alderman Povlin, seconded by Mayor Williams; voting yes, Mayor Williams, Aldermen Meyer, Pinchok and Povlin; Alderman Burnette was absent; no nays; motion passed.

Ordinances

Public Hearing & Second Reading

Ordinance 19-01, an ordinance to amend the text of the Farragut Zoning Ordinance, Ordinance 86-16, as amended, pursuant to authority granted by Section 13-4-201, Tennessee Code Annotated, by amending Chapter 4., General Provisions and Exemptions, Section XX., Parking and Loading, Subsection A Part 3., Number of Parking Spaces Required, to provide for new bicycle parking standards

Motion was made to approve Ordinance 19-01 on second and final reading. Moved by Alderman Pinchok, seconded by Alderman Povlin; voting yes, Mayor Williams, Aldermen Meyer, Pinchok and Povlin; Alderman Burnette was absent; no nays; motion passed.

Ordinance 19-02, an ordinance to delete in its entirety Sub-Part A, General Ordinances, Chapter 2, Administration, Article 5, Boards, Committees, And Commissions, Division 2, Personnel Committee of the Farragut Municipal Code

Motion was made to approve Ordinance 19-02 on second and final reading. Moved by Alderman Povlin, seconded by Alderman Pinchok; voting yes, Mayor Williams, Aldermen Meyer, Pinchok and Povlin; Alderman Burnette was absent; no nays; motion passed.

First Reading

Ordinance 19-05, an Ordinance to Amend Appendix A, Zoning, Chapter 4, General Provisions and Exceptions, Section II, Administration and Enforcement, Part C, Farragut Board of Zoning Appeals, of the Farragut Municipal Code, Insert Item 6, Attendance

Motion was made to approve Ordinance 19-05 on first reading. Moved by Alderman Povlin, seconded by Alderman Pinchok; roll call vote, Aldermen Meyer, yes; Alderman Pinchok, yes; and Alderman Povlin, yes; Mayor Williams, yes; Alderman Burnette was absent; no nays; motion passed.

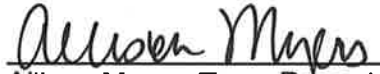
Ordinance 19-06, Ordinance to amend the Capital Investment Program and State Street Aid Fund budget of the Fiscal Year 2018-2019 budget, passed by Ordinance 18-06

Motion was made to approve Ordinance 19-06 on first reading. Moved by Alderman Povlin, seconded by Alderman Pinchok; roll call vote, Aldermen Meyer, yes; Alderman Pinchok, yes; and Alderman Povlin, yes; Mayor Williams, yes; Alderman Burnette was absent; no nays; motion passed.

Meeting adjourned at 7:55PM.



Ron Williams, Mayor



Allison Myers, Town Recorder



FARRAGUT BOARD OF MAYOR AND ALDERMEN AGENDA

January 24, 2019

**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. January 10, 2019
- VI. Business Items**
 - A. Approval of Town of Farragut Committee Attendance Policy and Term Limits
 - B. Approval of the Revised Community Grant Policy and Application
 - C. Approval of First Amendment to Agreement Between the Town of Farragut, Tennessee, and Redflex Traffic Systems, Inc. for an Automated Photo Enforcement Program
 - D. Approval of Amendment 1 to TDOT Agreement for Improvements at Watt Road/Kingston Pike Intersection
- VII. Ordinances**
 - A. Public Hearing & Second Reading
 - 1. Ordinance 19-01, an ordinance to amend the text of the Farragut Zoning Ordinance, Ordinance 86-16, as amended, pursuant to authority granted by Section 13-4-201, Tennessee Code Annotated, by amending Chapter 4., General Provisions and Exemptions, Section XX., Parking and Loading, Subsection A Part 3., Number of Parking Spaces Required, to provide for new bicycle parking standards
 - 2. Ordinance 19-02, an ordinance to delete in its entirety Sub-Part A, General Ordinances, Chapter 2, Administration, Article 5, Boards,

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Committees, And Commissions, Division 2, Personnel Committee of the
Farragut Municipal Code

B. First Reading

1. Ordinance 19-05, an Ordinance to Amend Appendix A, Zoning, Chapter 4, General Provisions and Exceptions, Section II, Administration and Enforcement, Part C, Farragut Board of Zoning Appeals, of the Farragut Municipal Code, Insert Item 6, Attendance
2. Ordinance 19-06, Ordinance to amend the Capital Investment Program and State Street Aid Fund budget of the Fiscal Year 2018-2019 budget, passed by Ordinance 18-06

VIII. Town Administrator's Report

IX. Town Attorney's Report

**Board of Mayor and Aldermen Meeting
Public Comment Protocol**

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

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

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

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



FARRAGUT BOARD OF MAYOR AND ALDERMEN MINUTES

January 10, 2019

**BEER BOARD
6:55 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. December 13, 2018
- VI. Business Items**
 - A. Approval of Resolution R-2019-01, appointment of the Farragut Municipal Judge
 - B. Approval of Resolution R-2019-02, a Resolution by the Board of Mayor and Aldermen of the Town of Farragut to dissolve the Personnel Committee & Economic Development Advisory Committee
- VII. Ordinances**
 - A. First Reading
 - 1. Ordinance 19-01, an ordinance to amend the text of the Farragut Zoning Ordinance, Ordinance 86-16, as amended, pursuant to authority granted by Section 13-4-201, Tennessee Code Annotated, by amending Chapter 4., General Provisions and Exemptions, Section XX., Parking and Loading, Subsection A Part 3., Number of Parking Spaces Required, to provide for new bicycle parking standards

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2. Ordinance 19-02, an ordinance delete in its entirety Sub-Part A, General Ordinances, Chapter 2, Administration, Article 5, Boards, Committees, And Commissions, Division 2, Personnel Committee of the Farragut Municipal Code

VIII. Town Administrator's Report

IX. Town Attorney's Report

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

Approval of Agenda

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

Approval of Minutes

Motion was made to approve the minutes for December 13, 2018 as presented. Moved by Alderman Povlin, seconded by Alderman Pinchok; voting yes, Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays; motion passed.

Business Items

Approval of Resolution R-2019-01, appointment of the Farragut Municipal Judge

Motion was made to approve Resolution R-2019-01, appointing Keith Alley as Municipal Judge. Moved by Alderman Pinchok, seconded by Alderman Meyer; voting yes, Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays; motion passed.

Approval of Resolution R-2019-02, a Resolution by the Board of Mayor and Aldermen of the Town of Farragut to dissolve the Personnel Committee & Economic Development Advisory Committee

Motion was made to approve Resolution R-2019-02. Moved by Alderman Pinchok, seconded by Alderman Povlin.

John Nehls and Robin Hill spoke against the decision to dissolve the two committees. Roll call vote: Alderman Meyer, yes; Alderman Pinchok, yes; Alderman Povlin, yes; Mayor Williams, yes; Aldermen Burnette, yes; motion passed.

Ordinances

First Reading

Ordinance 19-01, an ordinance to amend the text of the Farragut Zoning Ordinance, Ordinance 86-16, as amended, pursuant to authority granted by Section 13-4-201, Tennessee Code Annotated, by amending Chapter 4., General Provisions and Exemptions, Section XX., Parking and Loading, Subsection A Part 3., Number of Parking Spaces Required, to provide for new bicycle parking standards

Motion was made to approve Ordinance 19-01 on first reading. Moved by Alderman Povlin, seconded by Alderman Pinchok; voting yes, Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays; motion passed.

Ordinance 19-02, an ordinance delete in its entirety Sub-Part A, General Ordinances, Chapter 2, Administration, Article 5, Boards, Committees, And Commissions, Division 2, Personnel Committee of the Farragut Municipal Code

Motion was made to approve Ordinance 19-02 on first reading. Moved by Alderman Povlin, seconded by Alderman Pinchok. Roll call vote: Alderman Pinchok, yes; Alderman Povlin, yes; Mayor Williams, yes; Aldermen Burnette, yes; Alderman Meyer, yes; motion passed.

Meeting adjourned at 7:45PM.

Ron Williams, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Trevor Hobbs, Assistant to the Town Administrator

SUBJECT: Approval of Town of Farragut Committee Attendance Policy and Term Limits

INTRODUCTION: The proposed changes in committee charters will specify the number of absences permitted before a voting member's term expires, and the number of terms a member may serve.

BACKGROUND: During the workshop on December 13, 2018, the Board of Mayor and Aldermen discussed the desire to update the attendance policy and term limits for town committees, commissions, and boards.

- A. Attendance Policy:** For committees that meet monthly, terms shall expire on the third absence in a fiscal year (Type 1 Policy). For committees that meet less than monthly, terms shall expire on the second absence from the scheduled meetings in a fiscal year (Type 2 Policy)
- B. TERM LIMITS:** The Parks & Athletics Council, Museum Committee, and Arts & Beautification Committee shall have term lengths of two (2) years, and members shall be limited to two (2) terms on the committee. Years of service served prior to July 1, 2019 shall not count in determining years of service.

DISCUSSION: It is proposed that the following committees will have Type 1 attendance policy: Arts & Beautification, Board of Zoning Appeals, Stormwater Advisory Committee, Farragut Folklife Museum Committee, and the Visual Resources Review Board.

"Voting members serve at the pleasure of the Board of Mayor and Aldermen and are expected to attend scheduled meetings. The term of any voting member shall expire on the third absence from the scheduled meetings during the fiscal year. Voting members may seek reappointment by the Board of Mayor and Aldermen."

It is proposed that the following committees will have Type 2 attendance policy: Education Relations Committee, Tourism & Visitor Advisory Committee, and the Parks & Athletics Council.

"Voting members serve at the pleasure of the Board of Mayor and Aldermen and are expected to attend scheduled meetings. The term of any voting member shall expire on the second absence from the scheduled meetings during the fiscal year. Voting members may seek reappointment by the Board of Mayor and Aldermen."

It is proposed that the following committees shall have term limits imposed: The Parks & Athletics Council, Museum Committee, and Arts & Beautification Committee. The Parks & Athletics Council & Museum Committee do not currently have a term length. Their charters are will be amended to specify a two (2) year term.

The Arts & Beautification Committee currently has a two (2) year term. Their charter will be amended to specify a two (2) term limit.

RECOMMENDATION BY: Assistant to The Town Administrator Trevor Hobbs to approve the committee, commission and board charters as proposed.

PROPOSED MOTION: To approve the committee attendance policies and term limits as amended.

BOARD ACTION:

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

<u>VOTE/TOTAL</u>	<u>WILLIAMS</u>	<u>POVLIN</u>	<u>PINCHOK</u>	<u>BURNETTE</u>	<u>MEYER</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____



FARRAGUT ARTS & BEAUTIFICATION COMMITTEE CHARTER

ARTICLE I: NAME

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

ARTICLE II: PURPOSE

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

ARTICLE III: COMMITTEE

Section I. Number, Terms, Qualifications

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

- The Parks and Leisure Services Director or his/her designee shall serve as an ex-officio member of this committee and be responsible for providing Town staff support to the committee as she/he deems appropriate.
- ~~• The at large members of the committee shall be appointed for a term of two (2) years.~~
- ~~• The voting members of the committee shall be appointed for a term of two (2) years. Voting members shall be limited to two (2) terms on this committee. Years of service served prior to July 1, 2019 shall not count in determining years of service.~~

- The non-voting youth member's term may be for one school-year term or less depending on the youth member's availability. The non-voting youth member may be removed from the committee at any time by majority vote of the committee.

Section II. Appointment

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

Section III. Committee Responsibilities:

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

Section IV. Attendance at Meetings

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

Voting members serve at the pleasure of the Board of Mayor and Aldermen and are expected to attend scheduled meetings. The term of any voting member shall expire on the third absence from the scheduled meetings during the fiscal year. Voting members may seek reappointment by the Board of Mayor and Aldermen.

Section V. Disclosure of Interests

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

ARTICLE IV. OFFICERS

Section I. Officers

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

Section II. Nomination and Election of Officers

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

Section III. Terms of Officers

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

Section IV. Vacancies

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

Section V. Chairman

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

Section VI. Vice Chairman

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

Section VII. Secretary

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

ARTICLE V. MEETINGS

Section I. Regular Meetings

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

Section II. Quorum

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

Section III. Special Meetings

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

Sec. II. - Administration and enforcement.

- A. *Administrative officer.* The provisions of this ordinance shall be administered and enforced by the Town Building Official who shall be the town administrator or his designated representative who shall additionally:
1. Issue all building permits and make and maintain records thereof.
 2. Issue all certificates of occupancy and make and maintain records thereof.
 3. Maintain and keep current zoning maps, and records of amendments thereto.
 4. Conduct inspections as prescribed by this ordinance, and such other inspections as are necessary to insure compliance with the various provisions of this ordinance generally.
- B. *Farragut Municipal Planning Commission.* The Farragut Municipal Planning Commission, for the purposes of this ordinance shall be referred to as the planning commission. The planning commission shall:
1. Establish such rules of procedure as are necessary to the performance of its functions hereunder.
 2. Study and report on all proposed amendments to this ordinance; further, review annually this ordinance and on the basis of such review, suggest amendments thereto.
- C. *Farragut Board of Zoning Appeals.* The Board of Zoning Appeals shall be hereby appointed by the Board of Mayor and Aldermen and shall include five members. The term of each member shall be of such length and so arranged that the term of one member shall expire each year. The Board of Zoning Appeals shall have the following powers:
1. It shall have the power to hear and decide appeals where it is alleged there is an error in any order, requirements, decision or determination made by an administrative official in carrying out any provision of this or other zoning ordinances enacted by the Board of Mayor and Aldermen of the Town of Farragut.
 2. To hear and decide, in accordance with the provisions of any such ordinance, request for interpretation of the zoning map.
 3. Where there is practical difficulty or unnecessary hardship in carrying out the strict letter of this ordinance, the Board of Zoning Appeals shall have the power in passing upon appeals to authorize such variance from the terms of this ordinance as will not be contrary to the public interest as defined under variances of this section.
 4. To compel attendance of witnesses at hearings and to administer oaths.
 5. To hold at least one scheduled meeting per month and give notice of such meeting as required by law.

6. Voting members serve at the pleasure of the Board of Mayor and Aldermen and are expected to attend scheduled meetings. The term of any voting member shall expire on the third absence from the scheduled meetings during the fiscal year. Voting members may seek reappointment by the Board of Mayor and Aldermen.

- D. *Variances.* The Board of Zoning Appeals shall have the power and authority to grant variances from terms of this ordinance according to the procedure and under the restrictions set out in this section.

The purpose of the variance is to modify the strict application of the specific requirements of this ordinance in the case of exceptionally irregular, narrow, shallow, or steep lots, or other exceptional physical conditions, whereby such strict application would result in practical difficulty or unnecessary hardship which would deprive an owner of the reasonable use of his land. The variance shall be used only where necessary to overcome some obstacle which is preventing an owner from using his

property as the zoning ordinance intended. Procedure for the consideration for a variance by the board is as follows:

1. *Application.* Prior to the board considering any application for a variance, the applicant shall submit a nonrefundable sum of money in accordance with the schedule of fees available in the office of the town recorder in the Farragut Town Hall.
 2. *Public hearing.* Upon receipt of an application, the board shall hold a public hearing, having first given not less than seven days' notice. Such notice of the time and place of such hearing shall be published in a paper of general circulation within the Town of Farragut. The board shall consider and decide all applications for the variances within 30 days of such public hearing and in accordance with the standards provided below.
 3. *Standards for variances.* In granting a variance, the board shall ascertain that the following criteria are met:
 - a. Variances shall be granted only where special circumstances or conditions exist (such as exceptional narrowness, topography, or siting) fully described in the findings of the board, do not apply generally in the district.
 - b. Variances shall not be granted to allow a use otherwise excluded from the particular district in which requested.
 - c. For reasons fully set forth in the findings of the board, the aforesaid circumstances or conditions are such that the strict application of the provisions of this ordinance would deprive the applicant of any reasonable use of his land. Mere loss in value shall not justify a variance; there must be a deprivation of beneficial use of land.
 - d. Any variance granted under the provisions of this section shall be the minimum adjustment necessary for the reasonable use of the land.
 - e. The granting of any variance is in harmony with the general purposes and intent of this ordinance and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the comprehensive plan for development.
 - f. If size or shape are to be the grounds for the variance, the property must be a "lot of record" and have totally separate ownership from the adjoining parcels.
 4. *Requirements for granting a variance.* Before the board shall have the authority to grant a variance, the person claiming the variance has the burden of showing:
 - a. That the granting of the permit will not be contrary to the public interest.
 - b. That the literal enforcement of the ordinance would deprive the applicant any reasonable use of his land.
 - c. That by granting the permit contrary to the provisions of the ordinance the spirit of the ordinance will be observed.
 - d. That by granting the permit, substantial justice will be done.
 5. *Effective date of approval; issuance of permit.*
 - a. Board approval shall become effective 60 days from the date of the board meeting at which approval is granted.
 - b. No building permit shall be issued prior to the date of approval unless upon request by the applicant and at the applicant's own risk.
 - c. The building permit shall be issued subject to all conditions and requirements stipulated by the board.
- E. *Special exceptions.* The following procedure is established to integrate properly the uses permitted as special exceptions with other land uses located in the district. These uses shall be reviewed by the board and authorized or rejected under the following procedure:

1. *Application.* Prior to the board considering any application for a special exception, the applicant shall submit a nonrefundable sum of money in accordance with the schedule of fees available in the office of the town recorder in the Farragut Town Hall.
2. *Public hearing.* Upon application, the board shall give not less than seven days' notification of a public hearing. Such notice giving time and place of such hearing shall be published in a paper of general circulation within the Town of Farragut.
3. *General review standards.* In the review of a special exception request, the Board of Zoning Appeals, in the exercise of its administrative judgment, shall be guided by adopted plans and policies, including, but not limited to, the Farragut Land Use Plan, Farragut Zoning Ordinance, Farragut 2000 Plan, Farragut Municipal Code, and the following general standards:
 - a. The use is consistent with adopted plans and policies, as set forth above;
 - b. The use is in harmony with the general purpose and intent of the zoning regulations;
 - c. The use is compatible with the character of the neighborhood where it is proposed and with the size and location of buildings in the vicinity;
 - d. The use will not negatively impact adjacent property by noise, lights, fumes, odors, vibration, traffic, congestion or be incompatible with other development in the surrounding area.
 - e. The use is not of a nature or so located as to draw substantial additional traffic through residential streets;
 - f. The specially permitted use meets all town requirements with regard to approval of the hydrology, engineering, building codes, landscaping/buffering, signage, etc.;
 - g. The specially permitted use meets all requirements set out in the particular zoning classification in which the use is to be located; and
 - h. Approval or denial. The Board of Zoning Appeals may approve a development plan, when applicable, or a special exception where it can be shown that the proposed plan or use is in harmony with the general purpose and intent of the zoning ordinance, the Farragut Land Use Plan and such adopted plans as the Farragut 2000 Plan, and is reasonably necessary for the convenience and welfare of the community. The Board of Zoning Appeals may deny a development plan, when applicable, or a special exception where the above cannot be shown or where it can be shown that approval would have an adverse impact on the character of the neighborhood in which the site is located. Whereas a use may be appropriate in one location and inappropriate in another location in the same zoning district, the Board of Zoning Appeals shall be guided by the policies of the Farragut Land Use Plan and such adopted plans as the Farragut 2000 Plan in the exercise of its administrative judgment about the location and appropriateness of special exception uses. The Board of Zoning Appeals shall state conditions of approval or denial, including substantive, factual statements of necessity and appropriateness or of adverse impact, with such information being included in the minutes of the Board of Zoning Appeals meeting where decisions are made.
4. *Restrictions.* In the exercise of its approval, the board may impose such conditions regarding the location, character, or other features of the proposed use of buildings as it may deem advisable in the furtherance of the general purposes of this ordinance.
5. *Effective date of approval; issuance of permit.*
 - a. Board approval shall become effective 60 days from the date of the board meeting at which approval is granted.
 - b. No building permit shall be issued prior to the date of approval unless upon request by the applicant and at the applicant's own risk.

- c. The building permit shall be issued subject to all conditions and requirements stipulated by the board.
- 6. *Validity of plans.* All plans, conditions, restrictions, and rules made a part of the approval of the board shall constitute certification on the part of the applicant that the proposed use shall conform to such regulations at all times.
- 7. *Time limit and notification.* All applications for special exception shall be decided within 45 days of the date of application, and the applicant shall be provided with a written notice of approval or denial.
- 8. *[Validity of special exception.]* A special exception that has been approved by the board shall become invalid one year after the date of approval unless:
 - a. A certificate of occupancy has been obtained from the town administrator or his designee in compliance with the Town of Farragut building code; or
 - b. A certification has been obtained from the town administrator or his designee that the applicant has satisfactorily completed all of the town requirements that were stipulated as part of the approval of the special exception; or
 - c. An extension of time, not to exceed six months, has been granted by the town administrator.

The town administrator may grant or deny a request by an applicant for an extension of time not to exceed six months in order to complete requirements that were stipulated as a part of the special exception. An application for an extension shall be submitted, by the applicant, in writing to the town administrator, prior to the date of expiration of the special exception. The town administrator may deny a request for an extension of time if he finds that there has not been a diligent effort made by the applicant to meet the requirements that were stipulated when the special exception was approved. In granting a request for an extension of time, the town administrator shall not change the requirements that were stipulated when the special exception was approved.

The town administrator shall, in writing, notify the applicant requesting extension of time of his/her decision to either grant or deny the request and his reasons therefore, within seven days of the receipt of the request for an extension.

A special exception shall become null and void upon:

- (1) The expiration of one year; or
- (2) The denial of a request for an extension of time by the town administrator; or
- (3) The expiration of an extension of additional time, not to exceed six months, granted by the town administrator.

- F. *Building permit.* An application for a building permit shall be obtained from the town administrator or his designee and shall be regulated by the building code of the Town of Farragut.
- G. *Penalties.* It shall be unlawful to erect, construct, reconstruct, alter, maintain or use any building or structure, or to use any land in violation of any regulation in this ordinance. Any person, firm, association, or corporation who violates, disobeys, omits, neglects, or refuses to comply with, or resists the enforcement of any of the provisions of this ordinance shall, upon conviction thereof, be subject to a fine of not more than \$500.00 together with the cost of the action; and every day of violation shall constitute a separate offense. Compliance therewith may also be enforced by injunctive process at the suit of the town or the owner or owners of real estate within the same zoning classification in the town or the owner, owners or occupant of real property that is contiguous to a particular property affected by the regulation of this ordinance.
 - 1. The owner, and/or current party in lawful possession if other than the owner, of any real property located within the Town of Farragut, except as provided for in subsection [G.]2 below, upon which real property is located and displayed vehicles, boats, or other types of equipment

for sale, is/are deemed to have permitted such items to be located and displayed for sale on said real property. As a result of allowing such real property to be improperly used, such owner's and/or lawful possessor's of real property are in violation of the Farragut Zoning Ordinance and are subject to citation.

2. If an owner and/or lawful possessor of real property within the Town of Farragut is cited for violation of the Zoning Ordinance for there being located and displayed for sale upon such real property one or more vehicles, boats, and/or other equipment, the owner or lawful possessor may within two normal working days of having been served with a citation for violation of the Zoning Ordinance relating to the presence and display for sale of one or more vehicles, boats, and/or other equipment on said property, execute and deliver to the Office of Codes Administration and Enforcement, Town of Farragut, a statement in form and substance satisfactory to the Farragut Town Administrator or his designee stating:
 - a. That said owner and/or lawful possessor did not grant permission or otherwise authorize the display of the subject vehicle, boat, and/or other equipment upon the owner's and/or lawful possessor's property; and
 - b. That the owner and/or lawful possessor grants to the Town of Farragut and its designated officers, agents, employees, or independent contractors authority to come upon the subject property of said owner and/or lawful possessor and tow away or otherwise remove the subject vehicle boat and/or other equipment in violation from the subject property; and
 - c. That such authorization to remove such offending vehicles, boats, and other equipment shall remain in full force and effect until revoked by written notice executed by the owner and/or lawful possessor and delivered to the office of codes administration and enforcement, Town of Farragut. Any person claiming any vehicle, boat, and/or other equipment so removed from private property by the Town of Farragut pursuant to such authorization from the owner or lawful possessor shall be responsible for all towing and storage charges.
- H. *Validity.* No validity or invalidity of any part of this ordinance shall affect the validity of any remaining part, it being declared that all such remaining parts would have been passed irrespective of the validity or invalidity of any part found to be invalid.
- I. *Amendment.* The Board of Mayor and Aldermen, the planning commission, any citizen of Farragut or any person who owns property in Farragut may present an application to the Farragut Municipal Planning Commission requesting an amendment or amendments to this ordinance.
 1. *Application.* An application shall be filed with the Board of Mayor and Aldermen for review. Before any action is taken upon an application for an amendment as provided for under said heading, the applicant shall deposit with the Town of Farragut a nonrefundable sum of money in accordance with the schedule of fees available along with application forms in the office of the town recorder in the Farragut Town Hall.
 2. *Restrictions.* After the Board of Mayor and Aldermen has taken final action upon an application for an amendment to this ordinance, a petition requesting the same or a similar amendment shall not be accepted for a period of one year from the date of such final action. This provision in no way restricts the right of the planning commission or the Board of Mayor and Aldermen to initiate an amendment to this ordinance.
 3. *Planning commission certification.* No amendment shall be enacted by the Board of Mayor and Aldermen unless such amendment is first submitted to the planning commission for certification.
 - a. If approval is recommended by the planning commission, the amendment may be approved by a majority of a quorum of the Board of Mayor and Aldermen.
 - b. If disapproval is recommended by the planning commission, the amendment may be approved by the favorable vote of a majority of the entire membership of the Board of Mayor and Aldermen.

4. *Public hearing.* A public hearing shall be conducted by the Board of Mayor and Aldermen before adoption of any proposed amendment, at least 15 days' notice of the time and place of which shall be published in a newspaper of general circulation in the community.
- J. *Farragut Historic Zoning Commission.* The Farragut Historic Zoning Commission shall be hereby appointed by the Board of Mayor and Aldermen and shall consist of five persons appointed from the following backgrounds: a historian or representative of a Farragut patriotic or historical organization; an architect, if available; a planning commissioner; and representatives of the general community. For purposes of this ordinance, the representative of a Farragut patriotic or historical organization can be a member of the Farragut Folklife Museum Committee. Appointments shall be made with the terms of members to be five years. Members appointed initially shall be appointed for staggered terms so that the term of one member expires each year. The term of the appointed representative of the Planning Commission shall run concurrently with said person's remaining term on that body. At the time of expiration of a planning commissioner's term, another person, who is a member of the Planning Commission at the time of his/her appointment, shall be appointed to fulfill the remainder of that term. All members shall serve without compensation. The Farragut Historic Zoning Commission may adopt rules and regulations consistent with the state law.

The Historic Zoning Commission shall have the following powers:

1. To develop by-laws and guidelines for conducting business;
2. To review proposals for historic zones, alterations, demolitions and new construction; and,
3. To survey and identify the historic properties within the Town of Farragut.
 - a. *Creation of historic overlay zone:* Upon application submitted to the town administrator of the Town of Farragut, the historic zoning commission shall review requests made by individuals, organizations or other governmental bodies, including themselves, and shall submit a written recommendation regarding the creation of a historic overlay zone in accordance with the criteria for selection contained in this zoning ordinance, to the Farragut Municipal Planning Commission, who shall forward the written recommendation of both the historic zoning commission and planning commission, and the implications of historic overlay designation on future planning decisions, to the Farragut Board of Mayor and Aldermen.

The Farragut Board of Mayor and Aldermen may initiate applications for historic overlay zone designation and make a final determination of designation after reviewing the recommendations of the historic zoning commission and the planning commission.
 - b. *Notice of public hearings:* Prior to making a recommendation as to the establishment of a historic overlay zone, the historic zoning commission shall hold a public hearing and shall adopt a set of design review guidelines which shall guide any granting or denial of Certificates of Appropriateness within the zone so established. Such design review guidelines shall be consistent with the purposes enumerated in this ordinance and with the regulations and standards adopted by the U.S. Secretary of the Interior, pursuant to the National Historic Preservation Act of 1966, as amended, applicable to the construction, alteration, rehabilitation, relocation or demolition of any building, structure or other improvement. Opportunity for public comment shall be required before the adoption of any such design review guidelines. The design review guidelines shall be made a part of the recommendations forwarded by the Historic Zoning Commission to the Planning Commission and Board of Mayor and Aldermen for adoption. Notice of the public hearing shall appear in a local news publication. Recommendations made by the Historic Zoning Commission shall be forwarded to the planning commission and Board of Mayor and Aldermen within 45 days of said public hearing.
 - c. *Applications for building permits and issuance of certificates of appropriateness.* All applications for permits to allow construction, alteration, repair, rehabilitation,

relocation or demolition of any building, structure, object or other improvement to real estate located within a Historic Overlay Zone shall be referred to the Historic Zoning Commission. No building permit for a new building or improvements within a Historic Overlay Zone shall be issued without being thoroughly reviewed by the Historic Zoning Commission and without a recorded certificate of appropriateness being issued by the commission.

- d. *Issuance or denial of Certificates of Appropriateness.* A Certificate of Appropriateness, with or without attached conditions, in writing, or the denial of a Certificate of Appropriateness, with reasons for such denial in writing, must be issued within 30 days following the availability of sufficient data. In the review of any work to be undertaken in a historic overlay zone, the Historic Zoning Commission shall apply the applicable review guidelines, with primary consideration to:
 - (1) Historical or architectural value of the present structure;
 - (2) The relationship of the exterior architectural features of such structure to the rest of the structures, to the surrounding area, and to the character of the district;
 - (3) The general compatibility of exterior design, arrangement, texture, and materials proposed to be used; and
 - (4) Any other factor, including aesthetic, which is justified by the historic character of the proposed zone or is reasonably related to the purpose of this ordinance.
- e. *Appeal of decisions of Farragut Historic Zoning Commission regarding decisions on issuance of Certificates of Appropriateness.* Anyone aggrieved by a final order or judgment of the Historic Zoning Commission may appeal such decision by taking the issue to a court of competent jurisdiction, as provided for by law.

(Ord. No. 86-16, 4-1986; Ord. of 2-2006)



Stormwater Advisory Committee (SAC)

Charter

Background

The Town of Farragut (Town), along with all other cities in the United States with populations in the 10,000-100,000 range, is required by the U.S. Environmental Protection Agency to participate in Phase II of the National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Program. In Tennessee the Phase II NPDES program is administered by the Tennessee Department of Environment and Conservation (TDEC).

The first requirement of the program was that participating municipalities submit a Notice of Intent (NOI) to comply with the provisions of a state-written general permit. That NOI, submitted to TDEC in March 2003, included a plan of action by the Town to develop and implement an ongoing program of storm water management directed at the protection and improvement of water quality of the local water resources. The program is structured to address six specific measures:

1. Public education and outreach on storm water impacts;
2. Public involvement and participation;
3. Illegal discharge detection and elimination, including outfall and storm sewer system mapping;
4. Construction site storm water runoff control;
5. Post-construction storm water management in new development and redevelopment, including the development of best management practices (BMP's) that will be used to maintain high water quality in surface runoff; and
6. Pollution prevention for municipal activities and operations, such as vehicle washing and grounds maintenance.

The Farragut Board of Mayor and Aldermen (FBMA) and Town staff believe that the implementation of the stormwater management program outlined in the NOI is best facilitated by participation of various key stakeholders. Accordingly, a Stormwater Advisory Committee (SAC) is herewith chartered by the FBMA to provide oversight for the program in cooperation with the public, Town staff, and FBMA.

Mission

The Stormwater Advisory Committee will serve as a mechanism to provide oversight in an advisory capacity of the stormwater management program as outlined in the Town's NOI. The SAC will process information, requests, and recommendations from the public and Town staff, and advise the FBMA, the Farragut Municipal Planning Commission, and staff. Furthermore, the

SAC will perform other activities as specified for SAC action in the Farragut Municipal Code, Subdivision Regulations, and other town ordinances.

Membership

The Stormwater Advisory Committee shall consist of seven (7) voting members appointed by the FBMA, and, if available for appointment, one (1) non-voting youth-member appointed by the majority vote of the committee. Voting members shall be composed of at least one (1) member that is a specialist in hydrology/water quality or aquatic ecology/water quality, at least one (1) member that is a civil or environmental engineer (preferably with a P.E. certification), at least one (1) member that is a practicing landscape architect, nursery professional, horticulturalist, or forester, one (1) member that is a member of the Farragut Municipal Planning Commission, and the remaining members from the public at large. (If applications for voting membership to the committee do not include these specific specialists, other individuals may be appointed at the discretion of the FBMA, preferably individuals with interest, knowledge, and expertise in stormwater management, environmental issues, or science.)

Voting members are appointed to a two-year term and may be re-appointed. Terms shall be staggered. In case of resignation, death, or removal from office, another appointment shall be made to finish out the unexpired term of office of the former member. Members of the committee may be removed for cause by the Board of Mayor and Aldermen at any time. The non-voting youth member's term may be for one fiscal year or less depending on the youth member's availability. The non-voting youth member may be removed from the committee at any time by majority vote of the committee.

~~Attendance at scheduled meetings is a requirement for committee membership. Unexcused absence from three meetings in any one year may be cause for removal from the committee by the Board of Mayor and Aldermen. Illness, job requirements, and military duty shall be considered excused absences.~~

~~Voting members serve at the pleasure of the Board of Mayor and Aldermen and are expected to attend scheduled meetings. The term of any voting member shall expire on the third absence from the scheduled meetings during the fiscal year. Voting members may seek reappointment by the Board of Mayor and Aldermen.~~

The SAC will determine meeting protocol, elect a chair, vice chair and a secretary, and maintain meeting minutes. Meetings of the committee will be public meetings consistent with Town practices and Tennessee Law. The public will be invited to provide input as the stormwater management program evolves. The Town Engineer and the Town Community Development Director will participate in the SAC meetings as advisors.

The SAC shall provide the FBMA a written report at the Board's first meeting in May of each year or as soon thereafter as possible. The report shall: (1) summarize activities of the committee during the preceding twelve months, (2) describe the Town's program in addressing the six specific measures (see above), (3) evaluate the effectiveness of the SAC in addressing its mission (see above), (4) recommend further actions regarding the Town's NOI, and (5) recommend an action plan for the SAC for the next fiscal year for approval of the Board.

This charter was approved by the Farragut Board of Mayor and Aldermen on April 26, 2018.



Farragut Museum Committee Charter – Updated 8/15

The Farragut Museum Committee is to advise and assist the Town of Farragut, its citizens and its staff in preserving the heritage of our East Tennessee Community. The committee fosters an appreciation of history through the acquisition, collection, preservation, display and interpretation of objects of historic and cultural significance.

The committee shall:

- recommend annual and long-range Town goals to promote appreciation and understanding of the history of the Farragut area to citizens of the Town of Farragut;
- plan special historical programs for all citizens, especially children, seniors and special-needs citizens;
- assist staff as requested in the planning and presentation of changing exhibits;
- promote the Museum through traveling exhibits and lectures;
- raise funds for the Museum through donations, memorials, honorariums and membership and acknowledge these through letters, special programs and publications.
- propose reasonable Town funding to initiate and/or maintain programs that will contribute to achieving the Town's cultural goals;
- assist in identifying grant opportunities and preparing grant proposals to help fund the Town's preservation and cultural programs and facilities.

Under the guidance of the Farragut Museum Committee, activities such as lectures, concerts, exhibitions, educational programs and seminars could be presented for the benefit of citizens of the Farragut community. Many such events can be self-supporting or profitable to the Town.

The committee will consist of eleven voting members, appointed by the Farragut Board of Mayor and Aldermen, and shall abide by the by-laws approved by the Farragut Board of Mayor and Aldermen. Additionally, the committee may appoint one (1) non-voting youth member to serve as outlined in the adopted by-laws.

The voting members of the committee shall be appointed for a term of two (2) years. Voting members shall be limited to two (2) terms on this committee. Years of service served prior to July 1, 2019 shall not count in determining years of service.

The committee shall hold 10 meetings during each fiscal year. The committee is requested to provide copies of their minutes to the Board. By the end of June each year, the committee is to provide the Farragut Board of Mayor and Aldermen with an annual report on the status of their goals and objectives.

Voting members serve at the pleasure of the Board of Mayor and Aldermen and are expected to attend scheduled meetings. The term of any voting member shall expire on the third absence from the scheduled meetings during the fiscal year. Voting members may seek reappointment by the Board of Mayor and Aldermen.

The Town staff will support the committee by providing information, helping facilitate programs and cultural events, and assisting in the preparation of grant applications and reports.

It is specifically noted that the Town has a council or committee that is responsible for each of these areas: arts, beautification and parks and athletics. It is expected that, where appropriate, the Farragut Museum Committee and these committees will be mutually supportive.

This charter was approved by the Farragut Board of Mayor and Aldermen.



Visual Resources Review Board (VRRB)

Charter

The Farragut Visual Resources Review Board is to advise and assist the Town of Farragut (Town), its citizens, and its staff in promoting the beauty and attractiveness of the community. The Board will serve as an advocate for aesthetic-related goals in the Town's decision making process and will provide guidance and support in implementing actions that promote the beautification of the Farragut community.

The Board shall:

Make recommendations regarding signs, landscape plans, and proposed ordinance modifications which would relate to community beautification;

Recommend annual and long-range Town goals which promote the beautification of the community;

Consult with staff and the community on issues related to community beautification; and

Recommend measures which would encourage a greater commitment to and appreciation of the Town's interest in high quality, aesthetically-pleasing developments.

The Board will consist of seven (7) voting members appointed by the Farragut Board of Mayor and Aldermen. Voting members are appointed to a two-year term and may be re-appointed. The voting membership will be comprised of three officers: the chairman, vice-chairman, and secretary. Election of officers will be conducted at the annual meeting in August. Additionally, the Visual Resources Review Board may appoint one (1) non-voting youth member by majority vote of its voting membership. The non-voting youth member's term may be for one calendar year or less depending on the youth member's availability. The non-voting youth member may be removed from the Visual Resources Review Board at any time by majority vote of its voting membership.

Meetings of the Board will be held monthly and minutes are to be provided to the Farragut Board of Mayor and Aldermen. At least four (4) voting members of the VRRB shall constitute a

Approved May 27, 1999, revised July 8, 2010, Revised December 10, 2015

quorum.

~~Voting members serve at the pleasure of the Board of Mayor and Aldermen. Voting members are expected to attend 75% of scheduled meetings. The term of any voting member shall expire on the third unexcused absence from committee meetings during the fiscal year. Voting members may seek reappointment by the Board of Mayor and Aldermen.~~

Voting members serve at the pleasure of the Board of Mayor and Aldermen and are expected to attend scheduled meetings. The term of any voting member shall expire on the third absence from the scheduled meetings during the fiscal year. Voting members may seek reappointment by the Board of Mayor and Aldermen.

The Town staff will support the Board by providing information, attending meetings, and helping facilitate Board-sponsored objectives.

This charter was approved by the Farragut Board of Mayor and Aldermen on July 8, 2010.

~~Ralph McGill~~Ron Williams
Mayor

Allison Myers
Town Recorder



Farragut / Knox County Schools Education Relations Committee Charter

ARTICLE I: NAME

The name of this body shall be the **Farragut / Knox County Schools Education Relations Committee** (hereafter called the “committee”).

ARTICLE II: PURPOSE

The purpose of the committee shall be to provide a forum for joint discussion and collaboration on issues involving the Town and Knox County Schools. Additionally, the committee will advise the Town Staff and Board of Mayor and Aldermen on issues related to education, school infrastructure, school related policy, and other issues as directed by the elected body.

ARTICLE III: COMMITTEE

Section I. Number, Terms, Qualifications

The committee should consist of the Town Administrator or his/her designee, five (5) at large voting members, and one (1) non-voting youth member which will be selected and appointed by majority vote of the committee.

- The Town Administrator or his/her designee shall serve as an ex officio non-voting member of this committee and be responsible for providing Town Staff support to the committee as the Town Administrator deems appropriate.

The at-large members of the committee shall be appointed for a term of two (2) years. Appointees shall be limited to two (2) terms on this committee. Members should hold committee membership until a successor is appointed.

- The non-voting youth member’s term may be for one calendar year or less depending on the youth member’s availability. The non-voting youth member

may be removed from the committee at any time by majority vote of the committee.

The main intent of this committee is to provide diverse review, collaboration, and recommendation on issues involving education/schools. To that end, the make-up and qualifications of the at large membership shall be diverse in background, education, and profession when possible. The at large members shall be a resident of the Town of Farragut and/or formally involved (either appointed or elected) with the Knox County School system.

Section II. Appointment

Except for the Town Administrator or his/her designee, and the non-voting youth member, all voting members of the committee shall be appointed by majority vote of the governing body.

Section III. Committee Responsibilities: The Committee shall:

- a. Be subordinate to the Board of Mayor and Aldermen.
- b. Annually establish committee goals and objectives for the upcoming year.
- c. Recommend guidance, policy, and procedures to the governing body related to education, school infrastructure, and joint Town/Knox County School initiatives.
- d. Recommend a total “school funding amount” for the next year’s Annual Town Budget.
- e. Review and make a recommendation to the Board of Mayor and Aldermen on all requests for funding related to schools.
- f. Provide a verbal annual report to the Board of Mayor and Aldermen at the end of the calendar year (or as needed).
- g. Provide recommendations on appointments to the committee to the Board of Mayor and Aldermen.
- h. Annually review this charter and provide recommendations on changes to the Board of Mayor and Aldermen as appropriate.

Section IV. Attendance at Meetings

~~Voting committee members serve at the pleasure of the Board of Mayor and Aldermen. Voting members are expected to attend 75% of scheduled meetings. The term of any voting member shall expire on the third absence from committee meetings during the fiscal year. Voting members may seek reappointment by the Board of Mayor and Aldermen.~~

Voting members serve at the pleasure of the Board of Mayor and Aldermen and are expected to attend scheduled meetings. The term of any voting member shall expire on the second absence from the scheduled meetings during the fiscal year. Voting members may seek reappointment by the Board of Mayor and Aldermen.

Section V. Disclosure of Interests

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

ARTICLE IV. OFFICERS

Section I. Officers

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

Section II. Nomination and Election of Officers

Any voting member may nominate any other voting member of the committee (other than the Town Administrator) to serve as an officer of the committee. Officers of the committee shall be elected by majority vote of the committee.

Section III. Terms of Officers

Officers of the committee shall be for a term of one (1) year commencing on July 1.

Section IV. Vacancies

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

Section V. Chairman

The Chairman shall prepare agendas in collaboration with the Town Administrator or his/her designee, preside at all meetings of the committee in accordance with Roberts Rules of Order, call special meetings of the committee, have the authority to cancel called meetings of the committee, provide the annual report to the Board of Mayor and Aldermen, report as requested by the Board of Mayor and Aldermen, and appoint a sub-committee of the committee as needed.

Section VI. Vice Chairman

In the absence of the Chairman, the Vice Chairman shall perform the duties of the Chairman.

Section VII. Secretary

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

ARTICLE V. MEETINGS

Section I. Regular Meetings

The committee shall meet once a month at Town Hall with the time and date to be determined by the committee. The committee shall determine and publish the upcoming year's schedule on or around July 1.

Section II. Quorum

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

Section III. Special Meetings

Special meetings may be called by the Chairperson or by simple majority of the committee. Notice of a special meeting may be served by delivering it to the committee members in person, by phone number of record, or by email of record, at least 24 hours prior to the special meeting.

Section IV. Length of Meetings

Committee meetings shall not be more than two (2) consecutive hours in duration except that a meeting may be extended by thirty (30) minute intervals by majority vote of the committee.

Section V. Procedures

All meetings shall be held in accordance with Roberts Rules of Order and the Tennessee Open Meetings Act

ARTICLE VI. AMENDMENTS

This Charter may be amended at any time by committee recommendation to the Board of Mayor and Aldermen or at the sole discretion of the Board of Mayor and Aldermen.



FARRAGUT TOURISM ADVISORY COMMITTEE CHARTER (TAC)

ARTICLE I: NAME

The name of this body shall be the **Farragut Tourism Advisory Committee** (hereafter called the “committee”).

ARTICLE II: PURPOSE

The purpose of the committee is to advise and assist the Town of Farragut, its elected officials, citizens and staff, and serve as an advocate in the Town’s decision-making process for promoting the tourism initiative known as Visit Farragut. Committee members will act as ambassadors for the Town and work to identify tourism opportunities which will have a positive economic impact in our community.

ARTICLE III: COMMITTEE

Section I. Number, Terms, Qualifications

The committee shall consist of eleven (11) voting members; five (5) of these voting members shall be composed of the following:

At least one (1) member shall be a representative of the Farragut Board of Alderman appointed annually on or around July 01 by the Board of Mayor and Alderman; at least one (1) member shall be a representative of a Farragut lodging business; at least one (1) member shall be a representative of a Farragut attraction; at least one (1) member shall be representatives of a Farragut dining establishment; at least one (1) shall be representatives of a Farragut sales-tax producing retail establishment. The remaining six (6) at-large voting members will be representatives of our diverse community. Two-thirds (2/3) of the committee shall be Farragut residents and/or registered Farragut business owners with the remaining one-third (1/3) of the members representing community stakeholders from the East Tennessee region. The Committee shall have one non-voting youth member that will be selected and appointed by the majority of the committee.

- Tourism Coordinator shall serve as an ex-officio member of this committee and be responsible for providing Town staff support to the committee as she/he deems appropriate.
- The members of the committee shall be appointed for a term of two (2) years. Committee members shall be limited to two (2) terms on this committee. Terms shall be staggered.
- The non-voting youth member's term may be for one school-year term or less depending on the youth member's availability. The non-voting youth member may be removed from the committee at any time by majority vote of the committee.

Section II. Appointment

- Except for the Tourism Coordinator and the non-voting youth member, all members of the committee shall be appointed by majority vote of the Board of Mayor and Aldermen.

Section III. Committee Responsibilities:

- a) Be subordinate to the Board of Mayor and Aldermen.
- b) Annually establish committee goals and objectives and make funding recommendations to the Board of Mayor and Aldermen, through the Town Administrator, for inclusion into the annual budget.
- c) Provide a written annual report to the Board of Mayor and Aldermen at the end of the fiscal year.
- d) Assist in identifying grant opportunities and preparing grant proposals to help fund the Town's tourism objectives.
- e) Assist in the conceptualization, development and prioritization of economic development projects specific to tourism.

Section IV. Attendance at Meetings

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

Voting members serve at the pleasure of the Board of Mayor and Aldermen and are expected to attend scheduled meetings. The term of any voting member shall expire on the second absence from the scheduled meetings during the fiscal year. Voting members may seek reappointment by the Board of Mayor and Aldermen.

Section V. Disclosure of Interests

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

ARTICLE IV. OFFICERS

Section I. Officers

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

Section II. Nomination and Election of Officers

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

Section III. Terms of Officers

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

Section IV. Vacancies

A vacancy in an officer position due to resignation, removal, or otherwise may be filled by majority vote of the committee for the unexpired portion of the term.

Section V. Chairman

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

Section VI. Vice Chairman

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

Section VII. Secretary

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

ARTICLE V. MEETINGS

Section I. Regular Meetings

The committee may meet six (6) times a year at Town Hall with the time and date to be determined by the committee. The committee will determine and publish the upcoming year's schedule at the first official meeting of the fiscal year.

Section II. Quorum

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

Section III. Special Meetings

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



Farragut Parks and Athletics Council Charter

The Farragut Parks and Athletics Council is to advise and assist the Town of Farragut, its citizens and its staff in park and athletic activities. The council will serve as an advocate for park and athletic issues in the Town's decision-making process and provide guidance and support in implementing actions that promote parks, athletics and recreational activities for citizens of the Farragut community.

The Town of Farragut has a goal to encourage healthy physical activity for residents of all ages by identifying, providing, utilizing and expanding quality recreational facilities. These facilities should provide a backdrop for activities that provide rich and diverse recreational opportunities for the citizens of the Farragut community that enhance the quality of life in the Town of Farragut. The Farragut Parks and Athletics Council shall support the Farragut Board of Mayor and Aldermen, the Town staff and the citizens of Farragut in achieving these goals.

The council shall:

- promote the Town of Farragut parks and recreation and encourage citizen participation;
- review and/or recommend policies and procedures that encompass recreational activities, athletics and facilities;
- review policies and make recommendations regarding fees, services, charges and fines related to program activities, facilities and equipment provided by the Town;
- review and approve the utilization of facilities including field use;
- make recommendations regarding acquisition, sale, design, improvement, maintenance, operations and scheduling of facilities/equipment provided by the Town;
- contribute to continuous feedback and make recommendations to both the Parks and Leisure Services Department and the Town of Farragut;

The council will consist of nine voting members, appointed by the Farragut Board of Mayor and Aldermen, and shall abide by the by-laws approved by the Farragut Board of Mayor and Aldermen. Additionally, the committee may appoint one (1) non-voting youth member to serve as outlined in the adopted by-laws.

The voting members of the committee shall be appointed for a term of two (2) years. Voting members shall be limited to two (2) terms on this committee. Years of service served prior to July 1, 2019 shall not count in determining years of service.

Meetings of the council will be held in January, June, August and November of each year with called meetings as necessary during other months. The council is requested to provide copies of their minutes to the Board. By the end of June each year, the committee is to provide the Farragut Board of Mayor and Aldermen with an annual report on the status of their goals and objectives.

Voting members serve at the pleasure of the Board of Mayor and Aldermen and are expected to attend scheduled meetings. The term of any voting member shall expire on the second absence from the scheduled meetings during the fiscal year. Voting members may seek reappointment by the Board of Mayor and Aldermen.

The Town staff will support the council by providing background and research and attending meetings.

It is specifically noted that the Town has a council or committee that is responsible for each of these areas: arts, beautification and heritage. It is expected that, where appropriate, the Farragut Parks and Athletics Council and these committees will be mutually supportive.

This charter was approved by the Farragut Board of Mayor and Aldermen.

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Trevor Hobbs, Assistant to The Town Administrator

SUBJECT: Approval of the Revised Community Grant Policy & Application

INTRODUCTION: The revised policy identifies and defines two types of grants and describes the objectives of community grants in general. Updates to the application are minor and reflect the language of the revised policy. These revisions were prepared by Vice Mayor Louise Povlin and she asked that staff prepare this report.

BACKGROUND: The Board created the Community Grant program in 2010. During a Board of Mayor and Aldermen workshop in April 2018, members of the board discussed a need to update the grant policy.

DISCUSSION: The two types of grants included in the revised policy are Community Needs Grants and Community Events Grants:

Community Needs Grants are intended to meet specific and identified needs of the Farragut community which provide a substantial benefit with meaningful and measurable results to enhance the welfare and/or public safety of the Farragut community.

Community Events Grants are provided for non-profit organizations which host events in the Town of Farragut that provide a general community benefit by marketing the Town to tourists, generate additional local sales tax by bringing additional revenue to Farragut business and by providing cultural enrichment to our residents and visitors.

The revised policy identifies the following objectives for community grants:

- Strengthen our community
- Build relationships through partnerships with community organizations to support shared goals
- Encourage collaboration between existing community organizations
- Empower the community to take an active role in improving the quality of life in Farragut
- Foster community involvement and participation

Revisions in the application were made in order to align with the revisions in the policy. Specifically, these revisions identify the two grant types, and incorporate the stated objectives of the grant program.

PROPOSED MOTION: Approve revised Community Grant Policy and Application

BOARD ACTION:

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

<u>VOTE/TOTAL</u>	<u>WILLIAMS</u>	<u>POVLIN</u>	<u>PINCHOK</u>	<u>BURNETTE</u>	<u>MEYER</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____



COMMUNITY GRANT POLICY TOWN OF FARRAGUT

Adopted by the Board of Mayor and Aldermen: April 8, 2010
Revised by the Board of Mayor and Aldermen: January 24, 2019

Purpose:

The purpose of this policy is to establish a process for application for, and distribution of, the Town sponsored Community Grant awards. This policy is designed to assist with proper fiscal planning and promulgation of clear guidelines for prospective applicants.

Scope and Effective Date:

This policy shall cover all Community Grant applications beginning with FY 2010-2011 and annually thereafter.

General:

The Town of Farragut (the "Town") may in the discretion of the Board of Mayor and Alderman award grants to nonprofit charitable organizations or nonprofit civic organizations in accordance with the guidelines provided by T.C.A. 6-54-111, as may be limited by other laws to which the Town is subject, all as reasonably interpreted by representatives of the Town. It is the intent of these guidelines, first and foremost, to provide generally that any funds appropriated shall be used to promote the general welfare of the residents of the Town. Any funds appropriated under the provisions of this policy shall be used and expended under the direction and control of the Board of Mayor and Aldermen in accordance with the laws of the State of Tennessee and United States of America.

Eligibility to Apply:

The following groups are eligible to apply for a community grant from the Town:

- A. In general, a "nonprofit *charitable* organization" is one in which (i) no part of the net earnings inures or may lawfully inure to the benefit of any private shareholder or individual and (ii) that provides year-round services benefiting the general welfare of the residents of the Town.
- B. A "nonprofit *civic* organization" means a civic organization exempt from taxation pursuant to § 501(c)(4) or (c)(6) of the Internal Revenue Code of 1954, as amended, which operates primarily for the purpose of bringing about civic betterments and social improvements through efforts to maintain and increase employment opportunities in the Town by promoting industry, trade, commerce, tourism and recreation by inducing

manufacturing, industrial, governmental, educational, financial, service, commercial, recreational, and agricultural enterprises to locate in or remain in the Town.

C. An organization that would otherwise qualify as eligible for a grant of municipal funds pursuant to Tennessee law (T.C.A. § 6-54-111), may be the type of organization to which it would be improper for separation of church and state principles for the Town to make a grant because it is, or is affiliated with, a religious organization.

D. Eligibility does not equate to entitlement. The Town retains the sole discretion to select from eligible applicants which receive grants.

Application:

A complete Town of Farragut Community Grant Application shall be required (Attachment). The Town operates on an annual Fiscal Year schedule beginning July 01 and ending on June 30 ("Fiscal Year").

Application Submittal Period:

The Town of Farragut Administration Department will accept applications received on or before **March 29, 2019** for grants distributed in the next Fiscal Year.

General Application Requirements:

Any nonprofit organization that desires financial assistance from the Town shall attach to the Community Grant Application (if applicable as determined by the Town Administrator): a copy of an annual report of its business affairs and transactions, a detailed accounting (audited) of all previous year's receipts and expenditures by line item (not just grant funds), a detailed description of the program and how it serves the residents of the Town of Farragut, and how any Town financial contribution will benefit the residents of the Town of Farragut. The filed Community Grant Application and all accessory documents will be open for public inspection during regular business hours of the Town. The Town reserves the right to request, in its sole discretion, other information either in writing, in interviews or through presentations as the Town deems appropriate.

Objectives of Community Grants

Effectively and efficiently utilize funds through a community grant program to:

- Strengthen our community
- Build relationships through partnerships with community organizations to support shared goals
- Encourage collaboration between existing community organizations
- Empower the community to take an active role in improving the quality of life in Farragut
- Foster community involvement and participation

Areas of Funding:

There are two (2) areas of funding for which an organization can apply. Please review the areas listed below to ensure your organization's goals fall within one of these areas.

- Community Needs Grants are intended to meet specific and identified needs of the Farragut community which provide a substantial benefit with meaningful and measurable results to enhance the welfare and/or public safety of the Farragut community.
- Community Events Grants are provided for non-profit organizations which host events in the Town of Farragut that provide a general community benefit by marketing the Town to tourists, generate additional local sales tax by bringing additional revenue to Farragut business and by providing cultural enrichment to our residents and visitors.

Application Evaluation:

Applications are reviewed for a number of considerations which will determine the merits of the Applicant and Application. These include, but are not limited to, review of the amount of the request, assessment of the applicant's ability to ~~monitor and account for the~~ awarding of funds provide meaningful and measurable results, demonstration of substantial benefits to the Farragut community, demonstration of collaboration with other organizations, and determination of applicant eligibility and compliance with policy requirements. The applicant may be asked to submit additional information not outlined in the application. Making a grant application to the Town does not guarantee that the applicant will be awarded a grant. Following review of all applicable information, the Town Administrator, or his or her designee, will draft a recommendation to the Board of Mayor and Aldermen for consideration. The Board will determine by majority vote whether an award can be offered and the appropriate level of funding.

Prior to distribution of any Town funds, a *Letter of Agreement* shall be drafted by the Town ~~Attorney~~ and executed between the Town of Farragut and the receiving organization's duly authorized officer. The *Letter of Agreement* will indicate a timeline, the exact amount of funding to be provided by the Town to the organization, detail the benefits to the Town of Farragut from the grant, clearly outline the capital expense, or program of work to be funded, indicate documentation to be provided to the Town of Farragut by the Applicant, monitoring requirements, and outline the respective rights of rescission of the *Letter of Agreement*.

Public Notice Requirements:

Appropriations to nonprofit organizations other than charitable organizations may be made only after notices have been published in a newspaper of general circulation in the Town. The notice will proclaim the intent to consider an appropriation to a nonprofit, but not charitable, organization specifying the intended amount of the appropriation and the purposes for which the appropriation will be spent.

Monitoring:

Organizations receiving funds are responsible for managing the day-to-day operations of grant-supported activities using their established controls and policies, as long as they are in accordance with the State of Tennessee and Town of Farragut requirements. However, in order to fulfill its role in regard to the stewardship of public funds, the Town will monitor grants to identify potential problems and areas where technical assistance might be necessary. This active monitoring is accomplished through review of reports and correspondence from the receiving organization, audit reports, site visits, and other information as requested by the Town of Farragut. The names and telephone numbers of the individuals responsible for monitoring the programmatic and business management aspects of a project or activity will be provided to the receiving organization upon distribution of awarded funding.

Reporting:

The Town requires that the receiving organization periodically submit financial and progress reports. Other required reports may include an annual audit and a presentation to the Board of Mayor and Aldermen, or selected Town Committee, on the results of the funded program. Receiving organizations may also be expected to publish and provide information to the public on the program benefits to the residents of the Town of Farragut. Reports of expenditures are required as documentation of the financial status of grants according to the official accounting records of the receiving organization. Receiving organizations generally must retain financial and programmatic records, supporting documents, statistical records, and all other records that pertain to a grant, or may reasonably be considered pertinent to a grant, for a period of three (3) years from the date of award.



**COMMUNITY GRANT APPLICATION
THE TOWN OF FARRAGUT**

Refer to the Community Grant Policy for eligibility, instructions, and deadlines.

**APPLICANT ORGANIZATION
(As registered with the Tennessee Secretary of State's Office)**

1. Organization Name: _____
2. Organization Address: _____

3. Website: _____
4. Registered Agent: _____
5. Address: _____
6. Complete Contact Info:
Email: _____
Phone #: _____
Emergency Contact #: _____
7. Organization's Control #: _____

1. This application is for (circle one):

Community Needs Grant

or

Community Event Grant

1.2. Have you applied for Town of Farragut funding in the past?

Yes ☐

No ☐

Date(s): _____

Amount(s) applied for:

Amount(s) received:

What was the money used for?

2.3. How much are you requesting for the upcoming Fiscal Year? _____

This request is for (check one):

Capital ☐

Program or Operating Expense ☐

4. What is the total budget for the program, service or event? \$

3.5. Please describe in relation to any Town funding: the purpose of this request, products you are purchasing, services or programs offered, public accessibility, benefit to the residents of the Town of Farragut, and estimate the number of Town residents benefited.

4.6. Please describe your client base and/or the recipients of the service which will be provided or targeted audience of the event (include geographic and demographic information as appropriate).

5.7. ~~What percentage~~ How many of your clients/recipients/audience are residents of the Town of Farragut and how is this qualified?

6.8. What are the goals of the program ~~or~~ service or event to be provided?

7.9. Please describe how you measure the success of this grant in helping your organization achieve its stated goal.

10. Please list other organizations with which you will collaborate. Describe details of planned collaboration to execute the program, service or event.

ITEMS TO BE SUBMITTED WITH APPLICATION:

In addition to this completed, signed grant application, please attach the following items to your application packet if applicable (*initial next to each indicating attachment*):

- _____ Latest Annual Report
- _____ Specific Budget related to this request
- _____ IRS Corporate Determination letter
- _____ Supporting documents such as brochures, flyers, newspaper articles, sponsorship letters, etc. that describe your organization's activities

A representative of your organization may be requested to attend a Community Grant Workshop with the Board of Mayor and Aldermen on the evening of Thursday, April 25, 2019. Time of the workshop will be determined after the submittal deadline. All applicants will be notified by email of the workshop time. Additional interviews and/or presentations may be scheduled after the closing date for submission of applications.

Please sign and return this application to:

Town of Farragut
Attn: Jenn Hatmaker
11408 Municipal Center Drive
Farragut, TN 37934

I, _____, certify that the information provided is true and correct and that this application is made solely for the purpose of funding the described service or event. I understand that this application may be rejected if the information provided is incorrect. I also understand that the application does not release the applicant from the responsibility to secure the necessary Town of Farragut, Knox County, State or Federal permits and approvals which may be required to conduct any event or provide any service related to the applicant organization.

Registered Agent Signature

Date

State of _____
County of _____

On this _____ day of _____, _____ before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed, for the purposes therein set forth.

(Notary Public Signature)

My Commission Expires: _____

AGENDA NUMBER VI.C.

MEETING DATE January 24, 2019

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: David Smoak, Town Administrator 

SUBJECT: Approval of first amendment to the agreement between the Town of Farragut and Redflex Traffic Systems for an automated photo enforcement program

INTRODUCTION: The purpose of this agenda item is to approve the first amendment to the agreement between the Town of Farragut and Redflex Traffic Systems for an automated photo enforcement program.

BACKGROUND: The Town of Farragut and Redflex renewed its current contract for services in March 2018. At that time the agreement stipulated that additional approaches could be added to the contract and monitored at eastbound Kingston Pike/Smith Road and westbound Kingston Pike/West End Avenue. The Board of Mayor and Aldermen also asked staff to review the northbound Campbell Station Rd/Kingston Pike approach as well.

DISCUSSION: As per TCA 55-8-198, any new approach that is elected to be monitored is required to have a traffic engineering study performed by a licensed engineer. The Town selected Cannon and Cannon to perform an analysis of the intersections that are proposed to be added and monitored at eastbound Kingston Pike/Smith Road and northbound Campbell Station Road/Kingston Pike. The approach at Kingston Pike and West End Avenue was not included as Redflex determined it did not meet warrants at this time and would be difficult to monitor due to the angle of the roadway at this location. Cannon and Cannon's analysis is attached as Exhibit B and concludes that both approaches that were analyzed do meet warrants for added traffic enforcement.

Since the original agreement in March 2018 did not have the northbound Campbell Station Road/Kingston Pike location included, this amendment would add it to the contract so that it can be monitored in the future.

RECOMMENDATION BY: Town Administrator David Smoak for approval.

PROPOSED MOTION: To approve the first amendment to the agreement between the Town of Farragut and Redflex Traffic Systems for an automated photo enforcement program.

BOARD ACTION:

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

<u>VOTE/TOTAL</u>	<u>MEYER</u>	<u>POVLIN</u>	<u>WILLIAMS</u>	<u>PINCHOK</u>	<u>BURNETTE</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

**FIRST AMENDMENT TO EXCLUSIVE AGREEMENT
BETWEEN THE TOWN OF FARRAGUT, TENNESSEE,
AND REDFLEX TRAFFIC SYSTEMS, INC. FOR AN
AUTOMATED PHOTO ENFORCEMENT PROGRAM**

This First Amendment to Exclusive Agreement Between the Town of Farragut, Tennessee, and Redflex Traffic Systems, Inc. for an Automated Photo Enforcement Program ("First Amendment") is made as of the _____ day of _____, 2019 between **Redflex Traffic Systems, Inc.**, a Delaware corporation ("Redflex"), and the **Town of Farragut, Tennessee**, a Tennessee municipal corporation (the "Customer" and/or the "Town").

RECITALS:

WHEREAS, Redflex and the Town entered into that certain Exclusive Agreement Between the Town of Farragut, Tennessee, and Redflex Traffic Systems, Inc. for an Automated Photo Enforcement Program dated the _____ day of _____, 2018 (the "Agreement"); and

WHEREAS, the Agreement authorized the installation of the Designated Intersection Approaches listed on Exhibit A thereof; and

WHEREAS, the Town and Redflex have agreed to amend Exhibit A of the Agreement to add an additional Designated Intersection Approach and to otherwise correct some errors in the exhibit, and the parties desire to memorialize their understanding to amend Exhibit A by way of this First Amendment.

NOW, THEREFORE, in consideration of the foregoing premises, the covenants and agreements in the Agreement and the covenants and agreements contained hereinafter, the parties do hereby agree to amend the Agreement as follows:

1. The provisions of the Agreement are amended by the substitution in place of Exhibit A of the Agreement, which shall be deleted in its entirety, with Exhibit A1 which is attached hereto, and the modification of the Agreement throughout wherever reference is made to Exhibit A by substituting such reference to refer to Exhibit A1.

2. Except as expressly amended by the foregoing modifications, the Agreement shall remain in full force and effect and Redflex and the Town do hereby ratify and reconfirm all of the terms and conditions of the Agreement, as so amended, and agree to be bound to and abide thereby for the term of the Agreement, and any renewals thereof.

3. All capitalized terms used herein have the meanings designated either herein or as specified in the Agreement.

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

“THE TOWN”

“REDFLEX”

FARRAGUT, TENNESSEE

REDFLEX TRAFFIC SYSTEMS, INC.

Ron Williams, Mayor

By:_____

It:_____

EXHIBIT "A1"

Designated Intersection Approaches

This Agreement is for the installation of up to 20 Designated Intersection Approaches including the eight (8) Designated Intersection Approaches that are already operational as of the Effective Date.

As of the Effective Date, the following Designated Intersection Approaches are operational:

<u>Redflex Identifier</u>	<u>System Location</u>	<u>Direction</u>
FGT-COKP-01	Concord Rd & Kingston Pike	NB
FGT-CSGC-01	Campbell Station Rd & Parkside Dr/Grigsby Chapel	SB
FGT-CSKP-01	Campbell Station Rd & Kingston Pike	SB
FGT-CSPA-01	Campbell Station Rd & Parkside Dr./Grigsby Chapel	NB
FGT-KPCO-01	Concord Rd. & Kingston Pike	EB
FGT-KPCS-01	Campbell Station Rd & Kingston Pike	EB
FGT-KPSM-01	Smith Rd & Kingston Pike	WB
FGT-SMKP-01	Smith Rd & Kingston Pike	SB

The following Designated Intersection Approaches may, at the election of the Customer, be installed after the Effective Date and according to a plan mutually agreed to between the Parties:

<u>Redflex Identifier</u>	<u>System Location</u>	<u>Direction</u>
TBD	Kingston Pike & Smith Rd.	EB
TBD	Kingston Pike & Campbell Station Road	NB

In addition to those Designated Intersection Approaches identified in this Exhibit A1, the identification and installation of any additional Designated Intersection Approaches to be installed after the Effective Date, as mutually agreed to between the Parties, may be completed in accordance with the terms of this Agreement.



November 13, 2018

Mr. Darryl Smith, P.E.
Town Engineer
11,408 Municipal Center Drive
Farragut, Tennessee 37934

RE: Traffic Enforcement Camera Study (2018):
1) Kingston Pike Eastbound at Smith Road
2) Campbell Station Road Northbound at Kingston Pike
Town of Farragut, Tennessee

Dear Mr. Smith:

This correspondence provides a summary of a traffic enforcement camera study that was conducted for the referenced two roadway approaches in the Town of Farragut. These two approaches have been the subject of multiple motorist complaints regarding the running of red lights, as well as observations of the same issue by Town of Farragut staff. These observations seem to be particularly prevalent during peak period traffic conditions.

The two referenced intersections, which are indicated on the Site Location Map below, have previously been identified as intersections of concern. In fact, each intersection is currently equipped with red light enforcement cameras, but these cameras are placed on other approaches. The purpose of this study, therefore, is to evaluate the two referenced approaches and determine if the existing red light enforcement camera systems should be expanded to cover these additional approaches.



SITE LOCATION MAP

TEL 865.670.8555
CANNON-CANNON.COM

KNOXVILLE 8550 Kingston Pike
Knoxville, TN 37919
MEMPHIS
BOWLING GREEN FAX 865.670.8866

Existing Roadway and Traffic Conditions

The two study intersections are located on Kingston Pike (SR1/US 11 & 70), which is a five lane Major Arterial state highway maintained by the Tennessee Department of Transportation (TDOT). It is the major roadway facility running east-west through the Town of Farragut, and thus carries significant traffic volumes. Annual average daily traffic counts (AADT) provided by TDOT range from approximately 29,500 on the east side of Farragut to approximately 23,000 on the west side. AADT summary sheets for these counts are provided in the Supplemental Information contained at the rear of this report. The posted speed limit on Kingston Pike is 45 mph, although traffic is regularly observed traveling at higher speeds, especially west of Smith Road. This was documented via a traffic speed study which indicated eighty-fifth percentile speeds of 50 mph for eastbound traffic and 52 mph for westbound traffic. This data, which is contained in the Supplemental Information, was collected several hundred feet west of Smith Road.

Smith Road is a Major Collector roadway maintained by the Town of Farragut. It provides access to a large number of subdivisions, as well as serves as a short-cut route for traffic from the west side of Farragut to Interstate 40/75 and the Turkey Creek development area. At the study intersection, large volumes of traffic turn left from the study eastbound Kingston Pike approach onto Smith Road. The majority of eastbound traffic, however, continues as straight through during all traffic hours. Peak hour turning movement traffic count summaries are contained in the Supplemental Information. These sheets summarize typical traffic volumes. The posted speed limit on Smith Road is 40 mph.

Campbell Station Road is a Minor Arterial roadway maintained by the Town of Farragut. It is the major roadway facility running north-south through the Town. Annual average daily traffic counts (AADT) provided by TDOT are approximately 11,500 just south of Kingston Pike. At the study intersection, significant volumes of traffic turn left from the study northbound Campbell Station Road approach onto Kingston Pike. The majority of northbound traffic, however, continues as straight through during all traffic hours. AADT and peak hour turning movement traffic count summaries are contained in the Supplemental Information. These sheets summarize typical traffic volumes and movements. The posted speed limit on Campbell Station Road is 40 mph.

Vehicle Crash History

The primary objective of red light enforcement cameras is to reduce vehicle crashes at intersections where crash histories exceed expected levels. Therefore, the crash history was evaluated at the two study intersections. This was accomplished by obtaining three years of crash history information from TDOT. The data obtained was the most current available, which included all crashes that were reported via crash reports for the calendar years 2015, 2016 and 2017. This data is contained in the Supplemental Information.

The crash data obtained from TDOT was aggregated for each intersection and overall intersection crash rates were calculated. As summarized in the table provided below, which is entitled "Summary of Crash Rate Analysis for Kingston Pike Intersections," crash rates for both study intersections exceed statewide averages for similar intersections. This result is not unexpected at signalized intersections, however, as traffic signals tend to increase the number of less severe crashes, especially those of the rear end variety. For this and other reasons, TDOT calculates critical crash rates based on statewide average data. These rates are used as indicators of when crash rates are significant enough to warrant improvements. In the case of the two study intersections, the critical crash rate factor (calculated intersection crash rate/statewide critical crash rate) for Kingston Pike at Smith Road is 0.80, while the factor for Kingston Pike at Campbell Station Road is 1.87. Thus, from TDOT's perspective, the intersection of Kingston Pike at Campbell Station Road exhibits a crash rate high enough to justify improvements based on crash history alone, while the Kingston Pike at Smith Road intersection does not.

Other relevant crash data for consideration include the number of right-angle crashes and the number of rear-end crashes involving the study roadway approaches. In accordance with the TDOT crash data for the three year study period, Kingston Pike at Smith Road had 0 right-angle crashes and 5 rear-end crashes involving the study eastbound approach. For the same study period, Kingston Pike at Campbell Station Road had 4 right-angle crashes and 4 rear-end crashes involving the study northbound approach.

Intersection	Description	Total Crashes	Entering Volume (vpd)	Exposure (1 MEV)	Statewide Average Crash Rate	Intersection Crash Rate	Statewide Critical Crash Rate	Critical Crash Rate Factor
1	Kingston at Smith	28	31,045	33.9943	0.682	0.824	1.026	0.80 *
2	Kingston at Campbell Station	85	42,565	46.6087	0.682	1.824	0.974	1.87 **

* Critical Crash Rate Factor < 1, Intersection Crash Rate Below Statewide Critical Crash Rate

**Critical Crash Rate Factor > 1, Intersection Crash Rate Exceeds Statewide Critical Crash Rate

Notes:

Analysis Period: 3.0 Years (1/1/2015 to 12/31/2017)

Intersection crash rates are expressed in terms of crashes per million entering vehicles

Traffic Signal Operations and Timing

The operations and timing of traffic signals is another factor that can have an impact on intersection safety. In fact, it is very important when using red light enforcement cameras that the clearance intervals (yellow and all-red) be properly calculated and implemented. It so happens that these intersections, along with the other signalized ones in the Town of Farragut, were included in a major traffic signal operational and signal timing study in the summer of 2017. This evaluation included an assessment of signal operations and derivation of all elements of signal timing, including the clearance intervals. These new parameters, which were derived in full accordance with nationally accepted standards and methods, were field implemented in summer 2017. The Supplemental Information contains a number of sheets that summarize the most pertinent parameters and methods. This includes sheets for each intersection entitled Local Controller Settings, Traffic Signal Controller Data Sheet (PEEK 3000E) and Traffic Signal Controller Time-of-Day Programming.

The traffic signal timing discussed above includes settings for coordinated signal operation for the study intersections, which are coordinated with the adjacent traffic signals. These settings have also been implemented and operating since the summer of 2017. All of this timing has been evaluated and a few revisions made in accordance with observed field conditions and operations.

Conclusions and Recommendations

It is concluded from this study that for the years 2015, 2016 and 2017, higher than average crash conditions exist at both of the study intersections. However, it is only the intersection of Kingston Pike at Campbell Station Road where conditions are significant enough that TDOT would consider that improvements are justified based on crash rates. It is also concluded that the existing signal operations and signal timing were properly calculated and in accordance with current nationally recommended procedures. In addition, given that these parameters were re-evaluated and re-programmed in 2017, operations should be up to date and the signals operating efficiently.

Recommendations are as follows:

1. Kingston Pike at Smith Road – Implement the eastbound red light traffic enforcement camera based on the high traffic speeds and the documented crashes on the approach, which include 5 rear-end crashes in the study three year period. Field observations indicate that traffic speeds increase significantly on Kingston Pike, west of this intersection, with speed studies indicating eighty-fifth percentile speeds of fifty mph and greater. This likely increases crash potential at the intersection, especially on the eastbound approach, and also will have a negative impact on crash severity. Therefore, the implementation of a red light enforcement camera on this approach will in all likelihood reduce this crash potential, especially for more serious crashes.
2. Kingston Pike at Campbell Station Road – Implement the northbound red light traffic enforcement camera based primarily on the high intersection crash rate. The fact that the northbound approach included 4 right-angle crashes and 4 rear-end crashes in the study three year period, confirms that the potential exists for crash reductions to result from a camera system. This is especially true for right-angle crashes.

Please do not hesitate to contact us with any questions you may have or if you require additional information.

Sincerely,



Alan L. Childers, P.E.
Director Emeritus of Transportation

Attachment

cc: Project File: 00394-0018



REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY:** Darryl W. Smith, PE**SUBJECT:** Approval of Amendment 1 to TDOT Agreement for Improvements at Watt Road/Kingston Pike Intersection

INTRODUCTION: The purpose of this item is the approval of an amendment to our agreement with the Tennessee Department of Transportation for development of a project to improve the intersection of Kingston Pike at Watt Road.

BACKGROUND: During design of the Old Stage Road/Watt Road Extension project in 2012, staff determined the need for improvements to the intersection of Kingston Pike at Watt Road. Specifically, lane assignments at this formerly "T" intersection do not properly align for what is now a "four-legged" intersection, resulting in the north-south through movements on Watt Road being made from the left-turn lanes of Watt Road. Additionally, pedestrian facilities that now lead to this intersection from the southwestern portion of Farragut necessitate improved pedestrian crossings of Kingston Pike, as many of our residents will use these facilities to access Mayor Bob Leonard Park, approximately 900 feet north of the intersection. This project will allow proper lane assignment so that the north-south through movements can be made from their own designated lanes, and pedestrian crossings will be extended across Kingston Pike. It should also be noted that proper lane assignment should greatly increase the efficiency of the intersection during peak hours.

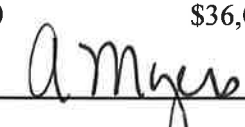
The Board approved an agreement with the Tennessee Department of Transportation (TDOT) in 2015 for development of this project. For your reference, we have attached the original TDOT agreement that was approved in 2015 behind the aerial view of the intersection. That agreement was the result of our request for Spot Safety Funding from TDOT, and TDOT's estimate of the construction cost at that time was \$500,000. Under the agreement, the Town was to provide all funding for design and right of way, and half of the estimated \$500,000 construction costs, while TDOT would provide half of the construction costs and all contract administration for the project. As project design has proceeded, however, our estimates for construction costs have increased substantially above the original \$500,000 estimate. In order to fully fund the project, we requested an additional amount of \$370,000 in Surface Transportation Block Grant (STBG) funding through the TPO last year, based upon a projected cost of \$870,000. STBG funding is provided on an 80/20 cost share of federal/local funds, so the additional \$370,000 is to be shared as \$296,000 federal/\$74,000 local funds. In order to proceed to the Construction phase of the project, TDOT has requested that we approve this amendment to the original contract, revising the funding levels in Exhibit "A" (see attached) to reflect this increased funding.

Exhibit "A" breaks down the funding mechanism for the entire project. Project expenditures to date are \$471,350. The Town is responsible for 100% of the design/engineering (\$142,400) and right-of-way costs and acquisition services (\$78,950). In April 2016 the Town deposited \$250,000 into the TDOT account, 20% of the estimated cost at the time.

FINANCIAL SECTION:

Project: 310-43961-900, Watt Road/Kingston Pike Intersection Improvements

<u>Current Budget</u>	<u>Budget Amendment</u>	<u>Requested Amount</u>	<u>Expenditures to Date</u>	<u>Remaining Amount</u>
\$510,000	\$36,000	\$74,000	\$471,350	\$650

Approved By: **RECOMMENDATION BY:** Darryl Smith, Town Engineer, for approval.

PROPOSED MOTION: Approval of Amendment 1 to the TDOT agreement for improvements to the intersection of Kingston Pike at Watt Road

BOARD ACTION:

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

<u>VOTE/TOTAL</u>	<u>WILLIAMS</u>	<u>POVLIN</u>	<u>PINCHOK</u>	<u>MEYER</u>	<u>BURNETTE</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

Amendment Deleting and Replacing Exhibit A

Amendment Number: 1

Agreement Number: 150139

Project Identification Number: 122323.00

Federal Project Number: STP-SIP-1(253)

State Project Number: 47956-3227-94

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

"SR-1 Intersection at North and South Watt Rd"

1. The language of AGREEMENT # 150139 dated January 5, 2016 Exhibit A is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment 1.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

Amendment Deleting and Replacing Exhibit A

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

TOWN OF FARRAGUT

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: _____ Date _____ By: _____ Date _____
Ron Williams **John C. Schroer**
Mayor **Commissioner**

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

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

EXHIBIT "A" for Amendment I

AGREEMENT NUMBER: 150139**PROJECT IDENTIFICATION NUMBER: 122323.00****FEDERAL PROJECT NUMBER: STP-SIP-I(253)**

PROJECT DESCRIPTION: SR-I AT WATT RD FROM LM 0.00 TO LM 0.40

CHANGE IN COST: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

TYPE OF WORK: INTERSECTION IMPROVEMENTS

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE-D	LOCAL	0%	0%	100%	\$35,000.00
ROW	LOCAL	0%	0%	100%	\$60,000.00
CONST	LOCAL	0%	0%	100%	\$155,000.00
CONST	STP-SIP	80%	20%	0%	\$250,000.00
CONST	L-STBG	80%	0%	20%	\$370,000.00

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

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

The Maximum Liability of the Department shall be 50 percent (50%) of the total construction cost. The Agency shall pay the other 50 percent (50%) of the construction cost as well as 100 percent (100%) of environmental, preliminary engineering, and right-of-way costs.

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



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Watt Road/Kingston Pike

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Agreement Number: 150139

Project Identification Number: 122323.00

Federal Project Number: STP-SIP-1(253)

State Project Number: 47956-3227-94

State of Tennessee Department of Transportation

LOCAL AGENCY PROJECT AGREEMENT

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

“Intersection Improvements on SR-1 at Watt Rd, from LM 0.00 to LM 0.40”

A. PURPOSE OF AGREEMENT

A.1 Purpose:

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

A.2 Modifications and Additions:

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

B. ACCOMPLISHMENT OF PROJECT

B.1 General Requirements:

a)

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

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

B.2 Completion Date:

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

B.3 Environmental Regulations:

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

B.4 Plans and Specifications

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

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

B.5 Right-of-Way

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

B.6 Approval of the Construction Phase

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

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

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

B.7 Detours

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

B.8 Utilities

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

B.9 Railroad

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

C. PAYMENT TERMS AND CONDITIONS

C.1 Total Cost:

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

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

C.2 Eligible Costs:

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

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

C.3 Limits on Federal and State Participation:

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

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

C.4 Payment Methodology:

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

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

C.5 The Department's Obligations:

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

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

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

- 1) **Misrepresentation:**
The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;
- 2) **Litigation:**
There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;
- 3) **Approval by Department:**
The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- 4) **Conflict of Interests:**
There has been any violation of the conflict of interest provisions contained herein in D.16; or
- 5) **Default:**
The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

C.6 Final Invoices:

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

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

C.7 Offset:

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

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

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

C.8 Travel Compensation

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

D. STANDARD TERMS AND CONDITIONS

D.1 Governing Law:

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

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

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

D.3 State Law:

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

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

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

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

D.5 Appropriations of Funds:

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

D.6 Rights and Remedies Not Waived:

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

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

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

D.8 Independent Contractor:

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

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

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

D.9 Maintenance:

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

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

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

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

b) DBE Obligation:

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

D.11 Tennessee Department of Transportation Debarment and Suspension:

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

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

a) Instructions for Certification - Primary Covered Transactions:

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

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

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

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

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

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

D.13 Equal Employment Opportunity:

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

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

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

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

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

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

D.16 Conflicts of Interest:

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

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

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

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

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

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

D.19 Records:

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

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

D.20 Inspection:

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

D.21 Annual Report and Audit:

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

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

D.22 Termination for Convenience:

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

D.23 Termination for Cause:

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

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

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

D.25 Agreement Format:

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

D.26 Certification Regarding Third Party Contracts:

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

D.27 Amendment:

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

D.28 State Liability:

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

D.29 Force Majeure:

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

D.30 Required Approvals:

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

D.31 Estimated Cost:

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

D.32 Third Party Liability:

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

D.33 Deposits:

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

D.34 Department Activities:

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

D.35 Congestion Mitigation and Air Quality Requirement:

- a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.
 - 1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis until the funds are exhausted. Failure to follow this process may result in a loss of funds.

D.36 Investment of Public Funds:

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

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

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

D.37 Federal Funding Accountability and Transparency Act:

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

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

TOWN OF FARRAGUT

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

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

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

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

EXHIBIT "A"

AGREEMENT NUMBER: 150139**PROJECT IDENTIFICATION NUMBER: 122323.00****FEDERAL PROJECT NUMBER: STP-SIP-1(253)**

PROJECT DESCRIPTION: SR-1 AT WATT RD FROM LM 0.00 TO LM 0.40

CHANGE IN COST: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

TYPE OF WORK: INTERSECTION IMPROVEMENTS

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
CONST	STP-SIP	80%	20%	0%	\$250,000.00
CONST	LOCAL	0%	0%	100%	\$250,000.00

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

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

The Maximum Liability of the Department shall be 50 percent (50%) of the total construction cost. The Agency shall pay the other 50 percent (50%) of the construction cost as well as 100 percent (100%) of environmental, preliminary engineering, and right-of-way costs.

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

AGENDA NUMBER VII. A.1

MEETING DATE

January 24, 2019

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Ordinance 19-01, an ordinance on second reading to amend the Farragut Zoning Ordinance, Chapter 4, Section XX., Parking and Loading, Subsection A., Off-Street Parking Requirements, Part 3., Number of Parking Spaces Required, to provide for new requirements related to bicycle parking (Knoxville-Farragut Storage, LLC., Applicant)

INTRODUCTION AND BACKGROUND: This proposed amendment to the Town's existing requirements for bicycle parking is the result of a question that had arisen regarding bicycle parking requirements for a mini-warehouse/self-storage project that was approved for the redevelopment of the property at the northwest intersection of Snyder Road and N. Campbell Station Road (former location of U.S. Golf). The Town's current bicycle parking requirements apply to all uses except for single and two-family residential uses and call for a fixed one space for every 5,000 square feet of gross floor area. There is no distinction made for different types of land use and parking demands. The current regulations create an issue for land uses, such as mini-warehouses, with larger buildings but limited demand for parking.

Upon review of the issue, staff found that other communities and some model standards often tie their bicycle parking requirements to the number of required motor vehicle spaces. This approach better addresses the use/demand issue because the Town's current vehicular parking standards already make such distinctions. Staff also feels that such an approach would be clearer, more predictable, and easier to implement than other potential solutions to the issue.

DISCUSSION: The development of Ordinance 19-01 was the result of workshop sessions with the Planning Commission in October and November. In addition to changing the provisions related to the determination of bicycle parking spaces, Ordinance 19-01 also includes some clarification on the type of bicycle parking structures that would be appropriate and how and where such structures should be constructed and located.

RECOMMENDATION: At their meeting on December 20, 2018, the Planning Commission unanimously recommended approval of Ordinance 19-01. At the Board of Mayor and Aldermen meeting on January 10, Ordinance 19-01 was approved on first reading. Community Development Director, Mark Shipley, recommends approval of Ordinance 19-01 on second reading.

PROPOSED MOTION: To approve Ordinance 19-01 on second reading.

BOARD ACTION:

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

<u>VOTE/TOTAL</u>	<u>WILLIAMS</u>	<u>MEYER</u>	<u>PINCHOK</u>	<u>POVLIN</u>	<u>BURNETTE</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

ORDINANCE:	19-01
PREPARED BY:	Hose
REQUESTED BY:	Staff
CERTIFIED BY FMPC:	December 20th, 2018
PUBLIC HEARING:	_____
PUBLISHED IN:	_____
DATE:	_____
1ST READING:	_____
2ND READING:	_____
PUBLISHED IN:	_____
DATE:	_____

AN ORDINANCE TO AMEND THE TEXT OF THE FARRAGUT ZONING ORDINANCE, ORDINANCE 86-16, AS AMENDED, PURSUANT TO AUTHORITY GRANTED BY SECTION 13-4-201, TENNESSEE CODE ANNOTATED, BY AMENDING CHAPTER 4., GENERAL PROVISIONS AND EXECPTIONS, SECTION XX., PARKING AND LOADING, SUBSECTION A PART 3., NUMBER OF PARKING SPACES REQUIRED, TO PROVIDE FOR NEW BICYCLE PARKING STANDARDS.

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend Chapter 4, General Provisions and Exceptions, of the Farragut Zoning Ordinance, Ordinance 86-16,

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

SECTION 1.

The Farragut Zoning Ordinance, Chapter 4, Section XX., Parking and Loading, Subsection A., Off-Street Parking Requirements, Part 3., Number of Parking Spaces Required, is amended by deleting the first paragraph "Bicycle parking" in its entirety and replacing it with the following:

Bicycle parking. The minimum number of bicycle parking spaces required whenever any use or building is created, developed or modified requiring vehicular parking, shall be in accordance with the following standards:

Required Bicycle Parking		
Land Use Category	Required Motor Vehicular Parking (minimum)	Required Number of Bicycle Parking Spaces Per Motor Vehicular Spaces
Non-Residential	First 100 spaces	2 spaces per 25 (or fraction thereof)
	Next 400 spaces	2 spaces per 50 (or fraction thereof)
	All additional spaces	2 spaces per 100 (or fraction thereof)

Land Use Category	Residential Dwelling Type	Required Number of Bicycle Parking Spaces
Residential	Single or Two-Family	None (0)
	Multi-Family	Spaces provided at same ratios as non-residential uses; or 2 external spaces per building entranceway where dedicated secure interior bicycle storage space is provided for each unit.
<i>Notes: 1) Bicycle rack designs that support two bikes per fixture count as two parking spaces. 2) Non-Residential multi-tenant developments are to be considered as a whole. 3) Bicycle parking calculated as a cumulative minimum (e.g. 85 vehicular spaces = 8 bike spaces, 2+2+2+2; 185 vehicular spaces = 12 bike spaces, 8 (for first 100) +2+2)</i>		

Bicycle parking spaces must include a securely anchored rack that supports the bicycle upright by its frame in two places, enables the frame and one or both wheels to be secured (a U-lock should be able to lock a frame component and wheel), and prevent the wheel of the bicycle from tipping over. Inverted “U”, “A”, Post & Loop, and similarly designed racks are strongly recommended. Such rack designs support two bikes per fixture and count as two parking spaces. Bike lockers are also permitted. Comb, toast, wave, and traditional school-yard rack types do not generally meet these requirements and should not be utilized.

Bicycle racks shall be provided in visible locations on a concrete or comparable pad surface designed for bicycle parking. Racks shall be conveniently located near the building entrance in an unobstructed usable manner and shall be adequately distributed within multi-tenant developments. Their placement must not impede pedestrian or accessible routes and should not cause conflicts between bicycles and pedestrians. Bicycle parking facilities shall also be sufficiently separated from motor vehicle parking areas to protect parked bicycles from damage.

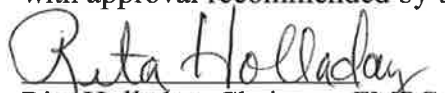
SECTION 2.

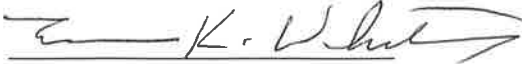
This ordinance shall take effect from and after its final passage and publication, the public welfare requiring it.

Ron Williams, Mayor

Allison Myers, Town Recorder

Certified to the Farragut Board of Mayor and Aldermen this ____ day of _____, 2018, with approval recommended by the Farragut Municipal Planning Commission (FMPC).


Rita Holladay, Chairman FMPC


Edwin K. Whiting, Secretary FMPC

RESOLUTION PC-18-19

FARRAGUT MUNICIPAL PLANNING COMMISSION

A RESOLUTION TO APPROVE AN AMENDMENT TO THE TEXT OF THE FARRAGUT ZONING ORDINANCE, ORDINANCE 86-16, AS AMENDED, PURSUANT TO AUTHORITY GRANTED BY SECTION 13-4-201, TENNESSEE CODE ANNOTATED, BY AMENDING CHAPTER 4., GENERAL PROVISIONS AND EXECPTIONS, SECTION XX., PARKING AND LOADING, SUBSECTION A PART 3., NUMBER OF PARKING SPACES REQUIRED, TO PROVIDE FOR NEW BICYCLE PARKING STANDARDS.

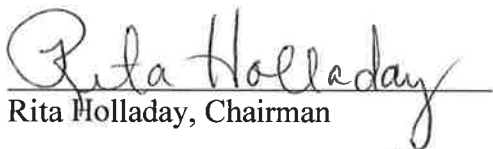
WHEREAS, the Tennessee Code Annotated, Section 13-4-201et seq, provides that the Municipal Planning Commission shall make and adopt a general plan for the physical development of the municipality; and

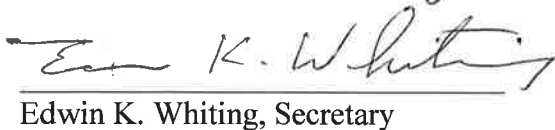
WHEREAS, the Farragut Municipal Planning Commission has adopted various elements of a zoning plan as an element of the general plan for physical development; and

WHEREAS, a public hearing was held on this request on December 20th, 2018;

NOW, THEREFORE, BE IT RESOLVED that the Farragut Municipal Planning Commission hereby recommends approval to the Farragut Board of Mayor and Aldermen of Ordinance 19-01; an ordinance amending the Farragut Zoning Ordinance, Ordinance 86-16, by the addition of revised bicycle parking standards.

ADOPTED this 20th day of December, 2018.


Rita Holladay, Chairman


Edwin K. Whiting, Secretary

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Trevor Hobbs

SUBJECT: Ord. 19-02, Second Reading

To Dissolve the Personnel and Economic Development Advisory Committees

INTRODUCTION: A resolution is required to dissolve the Personnel and Economic Development Advisory Committees. Additionally, because the Personnel Committees is included in the town's Municipal Code, an ordinance is required to dissolve the committee. The Board of Mayor and Aldermen discussed this topic during their workshop December 13, 2018.

BACKGROUND: The Board assembled the Personnel Committee in 1985 in order to advise them regarding any matter relating to personnel activities, policies, and expenditures involving the town. The committee was instituted in order to fill the role of a human resources manager. In 2008, the town hired a full-time Human Resources Manager to fulfill these responsibilities. Since that time, the committee has not been active in its responsibilities as outlined in its charter.

The Economic Development Committee was assembled in 2009 in order to provide the town staff and Board of Mayor and Aldermen with recommendations related to economic development activities, policies, and procedures. In 2011, the Town signed a memorandum of understanding with the Farragut Business Alliance and with the Farragut West Knox Chamber of Commerce in 2012 to fulfill the same purpose.

DISCUSSION: Regarding the Personnel Committee, their responsibilities and purpose are subordinate to, and a duplication of the role of Human Resource Manager, which the Town now employs. Regarding the Economic Development Advisory Committee, their responsibilities are a duplication of the efforts of the Farragut Business Alliance and Farragut West Knox Chamber of Commerce.

Consistent with these facts and discussion from the Board of Mayor and Aldermen during the December workshop, Resolution 2019-02 proposes the Personnel, and Economic Development Advisory Committees be dissolved, while Ordinance 19-02 amends the town Municipal Code to dissolve the Personnel Committee.

RECOMMENDATION BY: Town Administrator, David Smoak

PROPOSED MOTION:

BOARD ACTION:

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

<u>VOTE/TOTAL</u>	<u>WILLIAMS</u>	<u>POVLIN</u>	<u>BURNETTE</u>	<u>PINCHOCK</u>	<u>MEYER</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

ORDINANCE: 19-02
PREPARED BY: SMOAK
REQUESTED BY: BOARD OF MAYOR AND ALDERMEN
1ST READING: January 10, 2019
2ND READING:
PUBLISHED IN: _____
DATE: _____

AN ORDINANCE TO DELETE IN ITS ENTIRETY SUB-PART A, GENERAL ORDINANCES, CHAPTER 2, ADMINISTRATION, ARTICLE 5, BOARDS, COMMITTEES, AND COMMISSIONS, DIVISION 2, PERSONNEL COMMITTEE OF THE FARRAGUT MUNICIPAL CODE :

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, hereby delete Sub-part A, Chapter 2, Article 5, Division 2, Section 2-207 through 2-234, of the Farragut Municipal Code,

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

SECTION 1.

The Farragut Municipal Code, Sub-part A, Chapter 2, Article 5, Division 2 is amended by deleting the division in its entirety.

SECTION 2.

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

Ron Williams, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Trevor Hobbs, Assistant to the Town Administrator

SUBJECT: ORDINANCE 19-05, AN ORDINANCE, ON FIRST READING, TO AMEND APPENDIX A, ZONING, CHAPTER 4, GENERAL PROVISIONS AND EXCEPTIONS, SECTION II, ADMINISTRATION AND ENFORCEMENT, PART C, FARRAGUT BOARD OF ZONING APPEALS, OF THE FARRAGUT MUNICIPAL CODE, BY INSERTING ITEM 6, ATTENDANCE

INTRODUCTION: The proposed changes in committee attendance policy require voting members to attend scheduled meetings. A member's term expires on the third absence during a fiscal year.

BACKGROUND: During their workshop on December 13, 2018, the Board of Mayor and Aldermen discussed their desire to update the attendance policy for town committees, commissions, and boards.

For committees that meet monthly, terms shall expire on the third absence from the scheduled meetings in a fiscal year (Type 1 Policy). For committees that meet less than monthly, terms shall expire on the second absence from the scheduled meetings in a fiscal year (Type 2 Policy)

The Board of Zoning Appeals was created by ordinance through the Farragut Municipal Code as part of the zoning ordinance.

DISCUSSION: It is proposed that the Town's zoning ordinance be amended to provide an attendance policy for the Board of Zoning Appeals:

"Voting members serve at the pleasure of the Board of Mayor and Aldermen and are expected to attend scheduled meetings. The term of any voting member shall expire on the third absence from the scheduled meetings during the fiscal year. Voting members may seek reappointment by the Board of Mayor and Aldermen."

Because the Board of Zoning Appeals is governed by ordinance, an ordinance is required in order to make this text amendment.

RECOMMENDATION BY: Assistant to The Town Administrator Trevor Hobbs to approve Ordinance 19-05.

PROPOSED MOTION: To approve Ordinance 19-05.

BOARD ACTION:

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

<u>VOTE/TOTAL</u>	<u>WILLIAMS</u>	<u>POVLIN</u>	<u>PINCHOK</u>	<u>BURNETTE</u>	<u>MEYER</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

ORDINANCE: 19-05
PREPARED BY: Hobbs
REQUESTED BY: Staff
1ST READING: January 24, 2019
2ND READING: February 14, 2019
PUBLISHED IN:
DATE:

January 24, 2019

AN ORDINANCE TO AMEND APPENDIX A, ZONING, CHAPTER 4, GENERAL PROVISIONS AND EXCEPTIONS, SECTION II, ADMINISTRATION AND ENFORCEMENT, PART C, FARRAGUT BOARD OF ZONING APPEALS, OF THE FARRAGUT MUNICIPAL CODE, BY INSERTING ITEM 6, ATTENDANCE;

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend Appendix A, Zoning, Chapter 4, General Provisions and Exceptions, Section II, Administration and Enforcement, Part C, Farragut Board of Zoning Appeals, of the Farragut Municipal Code,

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

SECTION 1.

The Farragut Municipal Code, Appendix A, Zoning, Chapter 4, General Provisions and Exceptions, Section II, Administration and Enforcement, Part C, Farragut Board of Zoning Appeals, is amended by inserting item 6 as follows:

(6) Voting members serve at the pleasure of the Board of Mayor and Aldermen and are expected to attend scheduled meetings. The term of any voting member shall expire on the third absence from the scheduled meetings during the fiscal year. Voting members may seek reappointment by the Board of Mayor and Aldermen.

SECTION 2.

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

Ron Williams, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder/Treasurer

SUBJECT: Ordinance 19-06, Ordinance on first reading amending the Capital Investment Program and State Street Aid Fund budget of the Fiscal Year 2018-2019 budget, passed by Ordinance 18-06

INTRODUCTION:

The purpose of this agenda item is to amend the Fiscal Year 2019 Capital Investment Program and State Street Aid Fund Budget.

DISCUSSION:

The **Capital Investment Program** will be amended by increasing the appropriated expenditures from \$10,717,700 to \$10,753,700, an increase of \$36,000.

- **Watt Road/Kingston Pike Intersection project**
 - As the Watt Road/Kingston Pike project design has proceeded, estimates for construction costs have increased substantially above the original \$500,000 estimate. In order to fully fund the project, an additional amount of \$370,000 was requested in Surface Transportation Block Grant (STBG) funding through the TPO last year, based upon a projected cost of \$870,000. STBG funding is provided on an 80/20 cost share of federal/local funds, so the additional \$370,000 is to be shared as \$296,000 federal/\$74,000 local funds. Staff is requesting an additional \$36,000 for the project due to the increased cost of construction.

FINANCIAL SECTION:

Account Number: Capital Investment Program

Original FY2019 Budget

\$10,717,700

Requested Amendment

\$36,000

FY2019 Amended Budget

\$10,753,700

Approved By: 

The **State Street Aid Fund** will be amended by increasing the appropriated expenditures from \$500,000 to \$1,354,624, an increase of \$854,624.

- **Resurfacing Program**
 - For the past few years, in hopes of receiving better bids, the resurfacing contract has provided for a more flexible and longer construction season. Due to this change, the resurfacing of the Town's streets typically spans multiple fiscal years. The resurfacing balance for FY18 was \$854,624. The resurfacing budget for FY19 will be amended from \$500,000 to \$1,354,624, increase of \$854,624. The remaining invoices for the previous years contract will be paid in the current fiscal year so the balance will be transferred from FY2018 to FY2019.

FINANCIAL SECTION:

Account Number: State Street Aid Budget

Original FY2019 Budget

Requested Amendment

FY2019 Amended Budget

\$1,116,528

\$854,624

\$1,971,152

Approved By: _____

A Myers

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

PROPOSED MOTION: Motion to approve Ordinance 19-06 on first reading.

BOARD ACTION:

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

<u>VOTE/TOTAL</u>	<u>BURNETTE</u>	<u>MEYER</u>	<u>PINCHOK</u>	<u>POVLIN</u>	<u>WILLIAMS</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

ORDINANCE	19-06
PREPARED BY	Myers
1 ST READING	January 28, 2019
2 nd READING	February 14, 2019
PUBLISHED IN	Shopper News Farragut
DATE	

**AN ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE
AMENDING THE FISCAL YEAR 2018-2019 BUDGET, PASSED BY ORDINANCE 18-06**

WHEREAS, the Town of Farragut adopted the fiscal year 2018-19 budget by passage of Ordinance Number 18-06 on June 28, 2018; and

WHEREAS, pursuant to the Tennessee State Constitution, Section 24 of Article II, no public money shall be expended except pursuant to appropriations made by law; and

WHEREAS, expenses for the Capital Investment Program and State Street Aid Fund will be greater than budgeted; and

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF FARRAGUT, TENNESSEE THAT CHANGES BE MADE TO THE FISCAL YEAR 2018-2019 BUDGET AS FOLLOWS:

SECTION 1. Ordinance 18-06 is hereby amended by:

- The **Capital Investment Program** will be amended by increasing the appropriated expenditures from \$10,717,700 to \$10,753,700, an increase of \$36,000.
- The **State Street Aid** will be amended by increasing the appropriated expenditures from \$1,116,528 to \$1,971,152 an increase of \$854,624.

SECTION 2. The Board of Mayor and Aldermen authorizes the Town Recorder to make said changes in the accounting system.

SECTION 3. This ordinance shall take effect after its final passage and publication, the public welfare requiring it.

Ron Williams, Mayor

Allison Myers, Town Recorder