



**FARRAGUT BOARD OF MAYOR AND ALDERMEN
AGENDA**

February 28, 2019

**MCREE PARK & CAMPBELL STATION WALL WORKSHOP
5:30 PM**

**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**
 - A. Community Health Council Update
 - B. Proclamation for Gage Kirby
- IV. Approval of Minutes**
 - A. February 14, 2019
- V. Ordinances**
 - A. First Reading
 1. Ordinance 18-16, an Ordinance to Amend the Text of The Farragut Stormwater Management Control Ordinance, Ordinance 05-16, As Amended, Pursuant to Authority Granted by Section 13-4-201, Tennessee Code Annotated, By Amending Chapter 111. Stormwater Management Control, Article 1 (In General), Section 111-1 Definitions, to Add A Definition; Article 2 (Administration And Enforcement), Division 2 (Violations And Penalties), Section 111-60 Recovery Of Damages And Costs, To Clarify Fee Recovery Methods; Article 3 (Permits), Division 2 (Grading Permit), Section 111-111 Required, To Change Grading Permit Requirements; And Article 4 (Standards And Requirements), Section 111-

11408 MUNICIPAL CENTER DRIVE | FARRAGUT, TN 37934 | 865.966.7057
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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.

150 General Performance Criteria For Stormwater Management, To
Identify Additional Criteria For Select Sites

2. Ordinance 19-04, an ordinance to amend the Town of Farragut Zoning Map to change the zoning on a portion of Parcel 005, Tax Map 151, 501 N. Watt Road, from Agricultural (A) to Neighborhood/Convenience Commercial (NCC), 5.2 Acres (over three-fourths in the Town and the remainder in Knox County) (Richard Cox and Kathleen Cox, Applicant)

VI. Business Items

- A. Approval of Purchase of Museum Exhibit Case
- B. Approval of Town of Farragut History Film Production Contract
- C. Approval of Appointment to the Farragut Museum Committee
- D. Approval of Proposal from Crook and Company for Acquisition Services for Right-of-Way on Virtue Road

VII. Citizens Forum

VIII. Town Administrator's Report

IX. Town Attorney's Report

Board of Mayor and Aldermen Meeting Public Comment Protocol

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

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

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

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



FARRAGUT BEER BOARD

February 28, 2019

6:55 PM

I. Approval of Minutes

A. February 14, 2019

II. Beer Permit Request

- A. Approval of Class 6, Special Occasion Beer Permit for the Farragut Business Alliance "Taste of Farragut" event
- B. Approval of Class 6, Special Occasion Beer Permit for the Pinnacle at Turkey Creek's "Sounds of Summer" event

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FARRAGUT BEER BOARD

February 14, 2019

Alderman Pinchok, Chairman, called the beer board meeting to order at 6:50 PM. Members present were Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin.

Approval of Minutes

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

Beer Permit Request

Approval of Class 6, Special Occasion Beer Permit for Remote Area Medical's "Southern Tequila & Taco Festival"

Motion was made to approve the Special Occasion Beer Permit for Remote Area Medical's "Southern Tequila & Taco Festival". Moved by Alderman Povlin, seconded by Mayor Williams; voting yes, Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays; motion passed.

Approval of Class 6, Special Occasion Beer Permit for Young Williams Animal Center and Pinnacle at Turkey Creek's "Fido Fest"

Motion was made to approve the Special Occasion Beer Permit for Young Williams Animal Center and Pinnacle at Turkey Creek's "Fido Fest". Moved by Alderman Povlin, seconded by Alderman Meyer; voting yes, Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays; motion passed.

Ron Pinchok, Chairman

Allison Myers, Town Recorder

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REPORT TO THE BEER BOARD

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of a special occasion beer permit for the Farragut Business Alliance "The Taste of Farragut X"

DISCUSSION:

The Farragut Business Alliance is planning its 10th Annual Taste of Farragut Festival event and is requesting a special event beer permit. The Town's Municipal Code governing special occasion beer permits is below.

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

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

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

Bona fide charitable or nonprofit organization means any corporation or other legal entity which has been recognized as exempt from federal taxes under section 501(c) of the Internal Revenue Code.
- (5) No charitable or nonprofit organization possessing a special occasion beer permit shall purchase, for sale or distribution, beer from any source other than a licensee as provided pursuant to state law.
- (6) Failure of the special occasion permittee to abide by the conditions of the permit and all laws of the State of Tennessee and the Town of Farragut will result in a denial of a special occasion beer permit for the sale of beer for a period of two (2) years.

The Farragut Business Alliance is a nonprofit organization and is requesting the permit for May 3, 2019. They are also requesting the \$100 application fee be waived as the Town is an event sponsor of the event.

RECOMMENDATION BY:

Allison Myers, Town Recorder, for approval.

PROPOSED MOTION:

Motion to waive the \$100 application fee and approve the special occasion beer permit for the Farragut Business Alliance "Taste of Farragut X" event, May 3, 2019.

BOARD ACTION:

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

APPLICATION FOR BEER PERMIT

STATE OF TENNESSEE

TOWN OF FARRAGUT

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

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

Class 1 On-Premise

Class 2 On-Premise, Other

Class 3 On-Premise, Hotel/Motel

Class 4 On-Premise, Tavern

Class 5 Off-Premise

Class 6, Special Occasion

3. Name of Applicant(s) (Owner(s) of Business) Farragut Business Alliance
"shop Farragut"

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

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

n/a

6. Applicant's present home address:

10609 Chevy Drive Knoxville, TN 37922

7. Date of Birth _____ Home Telephone Number _____
Business Telephone Number 865-307-2486 Social Security Number _____

8. Representative Email Address: steve@farragutbusiness.com

9. Under what name will the business operate? Farragut Business Alliance / Shop Farragut

10. Business address P.O. Box 23583 Farragut, TN 37933

Business Telephone number 865-307-2486

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

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

Name: _____ Birth Date: _____

Address: _____

Phone Number: _____

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

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

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

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

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

Farragut High School

18. Special Occasion Event Name: THE TASTE OF FARRAGUT II

Location of the special occasion event: 11240 KINGSTON PIKE

Event Date & Times: Friday May 3, 2019 6:30 - 9:30 pm

Representative name & phone number: Steve Krempasky 865-307-2486

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

19. Tennessee Sales Tax Number: _____

20. Town of Farragut Business License Number _____

REPORT TO THE BEER BOARD

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of Class 6, Special Occasion Permit for Pinnacle at Turkey Creek and the Boys and Girls Clubs, "Sounds of Summer" events at 11403 Parkside Drive.

DISCUSSION:

The Pinnacle at Turkey Creek is planning the "Sounds of Summer" events and are requesting a special event beer permit. The Town's Municipal Code governing special occasion beer permits is below.

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

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

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

Bona fide charitable or nonprofit organization means any corporation or other legal entity which has been recognized as exempt from federal taxes under section 501(c) of the Internal Revenue Code.
- (5) No charitable or nonprofit organization possessing a special occasion beer permit shall purchase, for sale or distribution, beer from any source other than a licensee as provided pursuant to state law.
- (6) Failure of the special occasion permittee to abide by the conditions of the permit and all laws of the State of Tennessee and the Town of Farragut will result in a denial of a special occasion beer permit for the sale of beer for a period of two (2) years.

The Boys and Girls Club is a nonprofit organization and is requesting the permit for May 17, June 14, July 19, and August 16 from 8:00-10:00 PM.

RECOMMENDATION BY:

Allison Myers, Town Recorder, for approval.

PROPOSED MOTION:

Motion to approve the special occasion beer permit for the Pinnacle at Turkey Creek and Boys and Girls Club, "Sounds of Summer" for May 17, June 14, July 19, and August 16 from 8:00-10:00 PM.

BOARD ACTION:

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

RECEIVED

FEB 18 2019

TOWN OF FARRAGUT

Yd #258
2/18/19

APPLICATION FOR BEER PERMIT

STATE OF TENNESSEE

TOWN OF FARRAGUT

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

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

Class 1 On-Premise

Class 2 On-Premise, Other

Class 3 On-Premise, Hotel/Motel

Class 4 On-Premise, Tavern

Class 5 Off-Premise

Class 6, Special Occasion

3. Name of Applicant(s) (Owner(s) of Business) The Pinnacle at Turkey Creek

4. Type of applicant (check one):

Person ____ Firm ____ Corporation X Joint-Stock Company ____ Syndicate ____ Other ____

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

6. Applicant's present home address:

11251 Parkside Drive, Knoxville, TN 37934

7. Date of Birth ____ Home Telephone Number (865) 323-3969
Business Telephone Number (865) 675-0120 Social Security Number ____

8. Representative Email Address: dwhitehead@bayerproperties.com

9. Under what name will the business operate? Pinnacle at Turkey Creek - Sounds of Summer

10. Business address 11251 Parkside Drive, Knoxville, TN 37934

Business Telephone number (865) 675-0120

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

Darryl Whitehead - dwhitehead@bayerproperties.com

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

Name: _____ Birth Date: _____

Address: _____

Phone Number: _____

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

14. Have you or your organization ever had a Beer Permit revoked, suspended, or denied in the State of Tennessee? _____ If so, specify, where, when, and why:

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

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

Westgate Christian Fellowship, 416 N. Campbell Station Rd, Knoxville, TN 37934

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

Farragut Pimary, 509 N. Campbell Station Rd., Knoxville, TN 37934

18. Special Occasion Event Name: Sounds of Summer

Location of the special occasion event: 11251 Parkside Drive

Event Date & Times: May 17, June 14, July 19, August 16 - 8-10 PM

Representative name & phone number: Darryl Whitehead, (865) 323-3969

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

19. Tennessee Sales Tax Number: _____

20. Town of Farragut Business License Number _____

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

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

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

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



Signature of Applicant/Owner (or authorized Corporate Official)

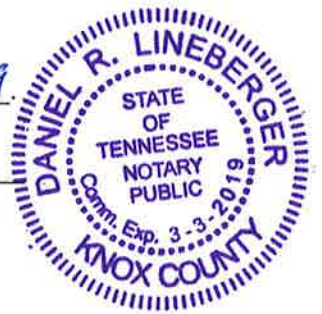
Sworn to and subscribed before me this 13th day of February, 2019.



Notary Public

My Commission Expires:

March 3, 2019



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

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

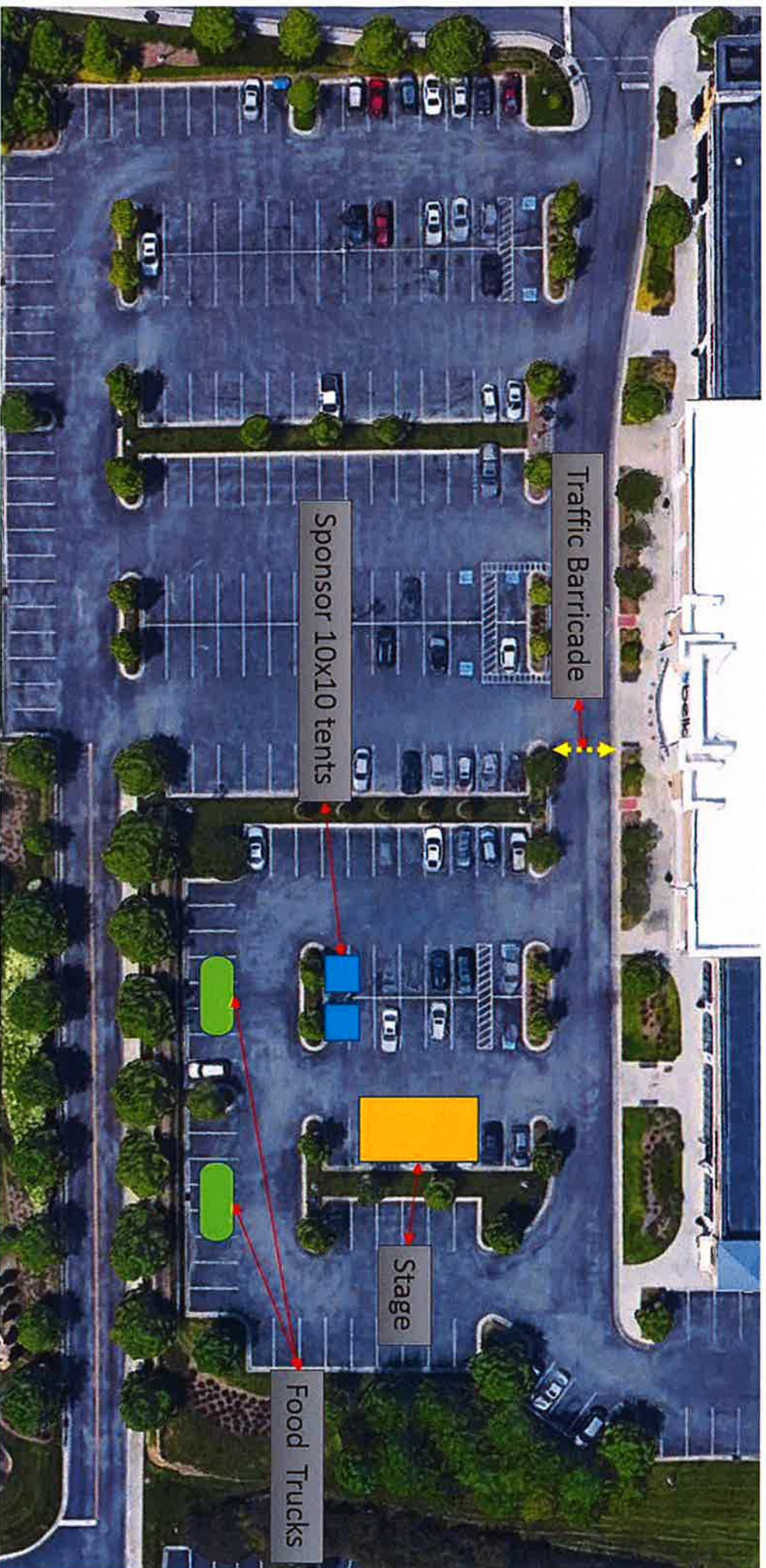
FOR OFFICE USE ONLY

Application is hereby: Approved _____ Denied _____

On this date: _____, 20__

Beer Board Chairman

Town Recorder





**FARRAGUT BOARD OF MAYOR AND ALDERMEN
MINUTES
February 14, 2019**

**BEER BOARD
6:50 PM**

**BMA MEETING
7:00 PM**

- I. Silent Prayer, Pledge of Allegiance, Roll Call**
- II. Approval of Agenda**
- III. Mayor's Report**
- IV. Approval of Minutes**
 - A. January 24, 2019
- V. Ordinances**
 - A. Public Hearing & Second 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
- VI. Citizens Forum**
- VII. Town Administrator's Report**
- VIII. Town Attorney's Report**

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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.

Mayor's Report

Vice Mayor Povlin announced that the Farragut Dance team won the championship for the second year.

Mayor Williams nominated Alderman Pinchok as the BMA liaison member to the Tourism Committee. Moved by Alderman Povlin, seconded by Alderman Meyer; voting yes, Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays; motion passed.

Approval of Minutes

Motion was made to approve the minutes of January 24, 2019 as presented. Moved by Alderman Povlin, seconded by Alderman Pinchok; voting yes, Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays; motion passed.

Ordinances

Public Hearing & Second 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 second and final reading. Moved by Alderman Povlin, seconded by Alderman Pinchok; voting yes, Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays; motion passed.

Ordinance 19-06, 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 second and final reading. Moved by Alderman Povlin, seconded by Alderman Pinchok; voting yes, Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays; motion passed.

Meeting adjourned at 7:11PM.

Ron Williams, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Lori Saal, Stormwater Coordinator

SUBJECT: Ordinance 2018-16, on first reading, an Ordinance to Amend the Text of The Farragut Stormwater Management Control Ordinance, Ordinance 05-16, As Amended, Pursuant to Authority Granted by Section 13-4-201, Tennessee Code Annotated, By Amending Chapter 111. Stormwater Management Control, Article 1 (In General), Section 111-1 Definitions, to Add A Definition; Article 2 (Administration And Enforcement), Division 2 (Violations And Penalties), Section 111-60 Recovery Of Damages And Costs, To Clarify Fee Recovery Methods; Article 3 (Permits), Division 2 (Grading Permit), Section 111-111 Required, To Change Grading Permit Requirements; And Article 4 (Standards And Requirements), Section 111-150 General Performance Criteria For Stormwater Management, To Identify Additional Criteria For Select Sites

INTRODUCTION:

As a result of the July 2018 audit, conducted by the Tennessee Department of Environment and Conservation (TDEC), of the Town's stormwater program, the Town is required to revise the Stormwater Ordinance to include the following:

- The definition of priority sites (priority construction activities)
- Requirements for land disturbance activities of greater than or equal to one acre, or less than one acre if part of a common plan of development (subdivision).

Additionally, a recent site compliance issue revealed that clarification was needed regarding the Town's authority for the recovery of damages and costs incurred by the Town.

DISCUSSION:

Several proposed amendments were incorporated to meet the TDEC-required revisions. Those proposed amendments have been reviewed by Town staff, discussed with and approved by the Stormwater Advisory Committee, and approved by the FMPC on November 15, 2018.

Section 111-1: Definitions

The definition "priority construction activities" was added in this section. The definition of "priority construction activities" matches the definition provided by TDEC in the Construction General Permit.

Section 111-111: Grading Permits

This section was modified to require that sites disturbing one acre or greater, or less if part of a common plan of development, obtain a grading permit. The majority of sites that meet this threshold for soil disturbing activity already require a grading permit by ordinance because they are required to submit either a site plan or preliminary plat. This language revision would impact sites that are not required to submit a site plan or plat, but are disturbing a large area (large, single-family residence on a single parcel, for instance). Sites that meet this threshold for soil disturbing activity are already required to obtain a Construction General Permit from TDEC, which requires a Stormwater Pollution Prevention Plan and Erosion Protection and Sediment Control Plan.

Section 111-150: General performance criteria for stormwater management

Item 7 was added to this section. Sites that require a grading permit are already required to have regular, formal inspections by Town staff. This item adds that those sites identified as having priority construction activities will also have regular, formal inspections conducted. These sites will be identified by Town staff via the building permit process. Examples of potentially-impacted sites include swimming pool installations, residential additions, accessory structures, etc. that will significantly disturb the soil and are discharging directly into or immediately upstream of a Waters of the State. New, single family residential not part of a subdivision with an active permit from TDEC may also be impacted by this section of the ordinance.

In addition to the TDEC-required amendments discussed above, a proposed amendment has been incorporated into Section 111-60. The proposed amendment clarifies the Town's authority to order corrective action be conducted by the Town or its contractor and to charge the cost of any action by the Town to the responsible party. It clarifies that the Town may obtain a judgment lien and satisfy such lien through judicial foreclosure proceedings should the fees go unpaid. The proposed amendment was recommended for approval by the Stormwater Advisory Committee on February 14, 2019.

RECOMMENDATION BY: Stormwater Coordinator Lori Saal for approval

PROPOSED MOTION: To approve Ordinance 2018-16 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:	18-16
PREPARED BY:	Saal
REQUESTED BY:	Staff
CERTIFIED BY FMPC:	November 15, 2018
PUBLIC HEARING:	_____
PUBLISHED IN:	_____
DATE:	_____
1ST READING:	_____
2ND READING:	_____
PUBLISHED IN:	_____
DATE:	_____

AN ORDINANCE TO AMEND THE TEXT OF THE FARRAGUT STORMWATER MANAGEMENT CONTROL ORDINANCE, ORDINANCE 05-16, AS AMENDED, PURSUANT TO AUTHORITY GRANTED BY SECTION 13-4-201, TENNESSEE CODE ANNOTATED, BY AMENDING CHAPTER 111. STORMWATER MANAGEMENT CONTROL, ARTICLE 1 (IN GENERAL), SECTION 111-1 DEFINITIONS, TO ADD A DEFINITION; ARTICLE 2 (ADMINISTRATION AND ENFORCEMENT), DIVISION 2 (VIOLATIONS AND PENALTIES), SECTION 111-60 RECOVERY OF DAMAGES AND COSTS, TO CLARIFY FEE RECOVERY METHODS; ARTICLE 3 (PERMITS), DIVISION 2 (GRADING PERMIT), SECTION 111-111 REQUIRED, TO CHANGE GRADING PERMIT REQUIREMENTS; AND ARTICLE 4 (STANDARDS AND REQUIREMENTS), SECTION 111-150 GENERAL PERFORMANCE CRITERIA FOR STORMWATER MANAGEMENT, TO IDENTIFY ADDITIONAL CRITERIA FOR SELECT SITES

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend Chapter 111, Stormwater Management Control, Ordinance 05-16,

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

SECTION 1.

The Farragut Stormwater Management Control Ordinance, Article 1. In General, Section 111-1 Definitions, is hereby amended by adding the following:

Priority construction activity means any construction activities that discharge directly into, or immediately upstream of, waters the state recognized as having unavailable parameters for siltation or habitat alteration or Exceptional Tennessee Waters.

SECTION 2.

The Farragut Stormwater Management Control Ordinance, Article 2. Administration and Enforcement, Division 2 Violations and Penalties, Section 111-60 Recovery of damages and costs, is hereby amended by adding the following at the end of the section:

Additionally, if the responsible party fails or refuses to take corrective action required by the town administrator or his/her designee, then the town shall have the authority to order the corrective action(s) to be conducted by the town or others. In such cases where a letter of credit exists, the town shall utilize the letter of credit to conduct the corrective actions. In such cases where a letter of credit does not exist or is not sufficient to conduct the corrective actions, the town may conduct such actions and the cost of any action by the town shall be charged to the responsible party.

If the responsible party fails to reimburse the Town in accordance with this section, the Town is authorized to pursue collection of the amounts owed the Town as allowed by T.C.A. § 68-221-1106, including, but not limited to, obtaining a judgment lien and satisfying such lien through judicial foreclosure proceedings.

SECTION 3.

The Farragut Stormwater Management Control Ordinance, Article 3. Permits, Division 2. Grading Permit, Section 111-111 Required, is hereby amended by deleting in its entirety and substituting in lieu thereof the following:

Every person shall be required to obtain a grading permit from the town if any of the following apply:

- (1) Construction activities will result in soil disturbances of one or more acres or less than one acre if construction activities are part of a larger common plan of development or sale that comprises at least one acre of cumulative land disturbance; or
- (2) A site plan is required per the town zoning ordinance (appendix A to this Code) or when a preliminary plat is required per the town subdivision regulations (appendix B to this Code). An application for a grading permit as provided in section 111-112 shall be submitted during the process of applying for either a site plan or preliminary plat.

SECTION 4.

The Farragut Stormwater Management Control Ordinance, Article 4. Standards and Requirements, Section 111-150 General performance criteria for stormwater management, is hereby amended by adding the following:

- (7) Regular inspections of construction sites, including those requiring a grading permit or identified as sites with priority construction activities, shall be conducted by the Town Engineer or his/her designee. All inspections shall be documented, and written reports prepared that contain the information as noted in Sec. 111-115.

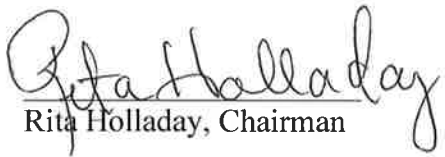
SECTION 5.

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.



Rita Holladay, Chairman



Edwin K. Whiting, Secretary

FARRAGUT MUNICIPAL PLANNING COMMISSION

RESOLUTION PC-18-17

FARRAGUT MUNICIPAL PLANNING COMMISSION

A RESOLUTION TO APPROVE AMENDMENTS TO CHAPTER 111, STORMWATER MANAGEMENT CONTROL, BEING THE FARRAGUT STORMWATER ORDINANCE, OF THE FARRAGUT CODE, ORDINANCE 05-16, BY AMENDING ARTICLE 1 (IN GENERAL), SECTION 111-1 DEFINITIONS, TO ADD A DEFINITION; ARTICLE 2 (ADMINISTRATION AND ENFORCEMENT), DIVISION 2 (VIOLATIONS AND PENALTIES), SECTION 111-60 RECOVERY OF DAMAGES AND COSTS, TO CLARIFY FEE RECOVERY METHODS; ARTICLE 3 (PERMITS), DIVISION 2 (GRADING PERMIT), SECTION 111-111 REQUIRED, TO CHANGE GRADING PERMIT REQUIREMENTS; AND ARTICLE 4 (STANDARDS AND REQUIREMENTS), SECTION 111-150 GENERAL PERFORMANCE CRITERIA FOR STORMWATER MANAGEMENT, TO IDENTIFY ADDITIONAL CRITERIA FOR SELECT SITES

WHEREAS, the Tennessee Code Annotated, Section 6-2-201, delegates the authority to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of their citizenry; and

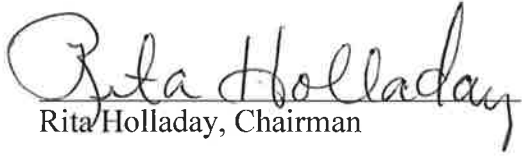
WHEREAS, the Tennessee Code Annotated, Section 13-4-201et seq, provides that the Municipal Planning Commission shall make and adopt a general plan for the physical development of the municipality; and

WHEREAS, the purpose of the new Stormwater Ordinance requirements is to define areas of priority construction activities and the associated performance criteria of those areas, and to clarify those developments which require a grading permit; and

WHEREAS, a public hearing was held on this request on November 15, 2018;

NOW, THEREFORE, BE IT RESOLVED that the Farragut Municipal Planning Commission hereby recommends approval of Ordinance 18-16 to the Farragut Board of Mayor and Aldermen an ordinance, amending Chapter 111, Stormwater Management Control, being the Farragut Stormwater Ordinance, of the Farragut Code, by amending Article 1 (In General), Section 111-1 Definitions, to add a definition; Article 2 (Administration and Enforcement), Division 2 (Violations and Penalties), Section 111-60 Recovery of Damages and Costs, to clarify fee recovery methods; Article 3 (Permits), Division 2 (Grading permit), Section 111-111 Required, to change grading permit requirements; and Article 4 (Standards and Requirements), Section 111-150 General performance criteria for stormwater management, to identify additional criteria for select sites.

ADOPTED this 15th day of November, 2018.


Rita Holladay, Chairman


Edwin K. Whiting, Secretary

AGENDA NUMBER V. A. 2.

MEETING DATE

February 28, 2019

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Ordinance 19-04, an ordinance to amend the Town of Farragut Zoning Map to change the zoning on a portion of Parcel 005, Tax Map 151, 501 N. Watt Road, from Agricultural (A) to Neighborhood/Convenience Commercial (NCC), 5.2 Acres (over three-fourths in the Town and the remainder in Knox County) (Richard Cox and Kathleen Cox, Applicant)

INTRODUCTION AND BACKGROUND: This item involves a request to rezone the last tract in the Town limits on the west side of N. Watt Road as one travels north on N. Watt Road. Though most of the property is within the Town of Farragut, the property includes one dwelling unit that is situated on the Knox County portion of the property. Historically, the property has been used for agriculture related activity and as a single-family residence.

DISCUSSION: As part of the CLUP Steering Committee's efforts to focus more intensely on planning for remaining vacant (or under-developed) properties, the Committee decided to identify and focus on some priority areas. The first area selected was the Watt Road Corridor since it is a gateway to the Town, contains a large regional park, and has some sizable undeveloped land. After gathering community and Planning Commission input, amendments were made to the future land use map for the Watt Road Corridor.

The future land use for the property in question was changed from Open Space and Medium Density Residential to Mixed Use Neighborhood. Also, resulting from the CLUP Steering Committee's efforts along with input provided by the Planning Commission, a new zoning district was created and named Neighborhood/Convenience Commercial (NCC). This district would be a scaled down commercial district where an opportunity to include residential within a development as a transitional element would be possible. This new zoning district would be most similar to the Mixed-Use Neighborhood land use category on the future land use map.

RECOMMENDATION: As noted during discussions with the Planning Commission, since the future land use map was recently updated, and the proposed zoning district (NCC) is consistent with the updated future land use map, staff would support this rezoning. At their meeting on January 17, 2018, the Planning Commission unanimously recommended approval of Ordinance 19-04. Community Development Director, Mark Shipley, also recommends approval of Ordinance 19-04 on first reading.

PROPOSED MOTION: To approve Ordinance 19-04 on first 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	_____	_____	_____	_____	_____

RESOLUTION PC-19-02

FARRAGUT MUNICIPAL PLANNING COMMISSION

A RESOLUTION TO APPROVE AN AMENDMENT TO THE FARRAGUT ZONING MAP, ORDINANCE 86-16, TO RECOMMEND THE APPROVAL OF THE REZONING OF ALL PORTIONS OF PARCEL 005, TAX MAP 151 LOCATED WITHIN THE TOWN, SAID PROPERTY BEING LOCATED AT 501 N. WATT ROAD, FROM A (AGRICULTURAL) TO NCC (NEIGHBORHOOD/CONVENIENCE COMMERCIAL)

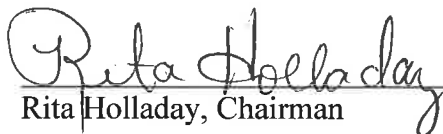
WHEREAS, the Tennessee Code Annotated, Section 13-4-201et seq, provides that the Municipal Planning Commission shall make and adopt a general plan for the physical development of the municipality; and

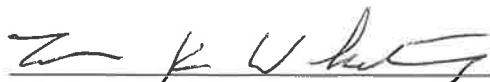
WHEREAS, the Farragut Municipal Planning Commission has adopted various elements of a zoning plan as an element of the general plan for physical development; and

WHEREAS, a public hearing was held on this request on January 17, 2019;

NOW, THEREFORE, BE IT RESOLVED that the Farragut Municipal Planning Commission hereby recommends approval of Ordinance 19-04 to the Farragut Board of Mayor and Aldermen, an ordinance amending the Farragut Zoning Ordinance and Map, Ordinance 86-16, by rezoning the above noted property.

ADOPTED this 17th day of January, 2019.


Rita Holladay, Chairman


Edwin K. Whiting, Secretary

ORDINANCE: 19-04
PREPARED BY: Hose
REQUESTED BY: Town of Farragut
CERTIFIED BY FMPC: January 17, 2019
PUBLIC HEARING:
PUBLISHED IN: _____
DATE: _____
1ST READING: _____
2ND READING: _____
PUBLISHED IN: _____
DATE: _____

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

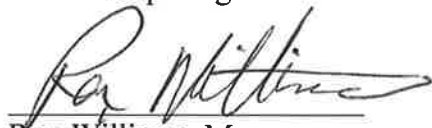
BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, that the Farragut Zoning Ordinance, Ordinance 86-16, as amended, is hereby amended as follows:

SECTION 1.

The Farragut Zoning Ordinance, Ordinance 86-16, as amended, is hereby amended by rezoning all portions of Parcel 005, Tax Map 151 located within the Town of Farragut, said property being located at 501 N. Watt Road, from A (Agricultural) to NCC (Neighborhood/Convenience Commercial) (See Exhibit A).

SECTION 2.

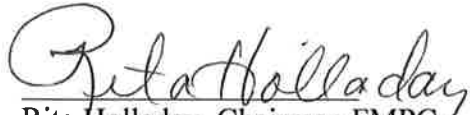
This ordinance shall take effect from and after its final passage and publication, the public welfare requiring it.



Ron Williams, Mayor

Allison Myers, Town Recorder

Certified to the Farragut Board of Mayor and Aldermen this _____ day of _____, 2019,
with approval recommended by the Farragut Municipal Planning Commission (FMPC).


Rita Holladay, Chairman FMPC


Edwin K. Whiting, Secretary FMPC



**Exhibit A
Ordinance 19-04**

**Rezone
A portion of Parcel 5
Tax Map 151,
501 N. Watt Road**

From
A (Agricultural)

to

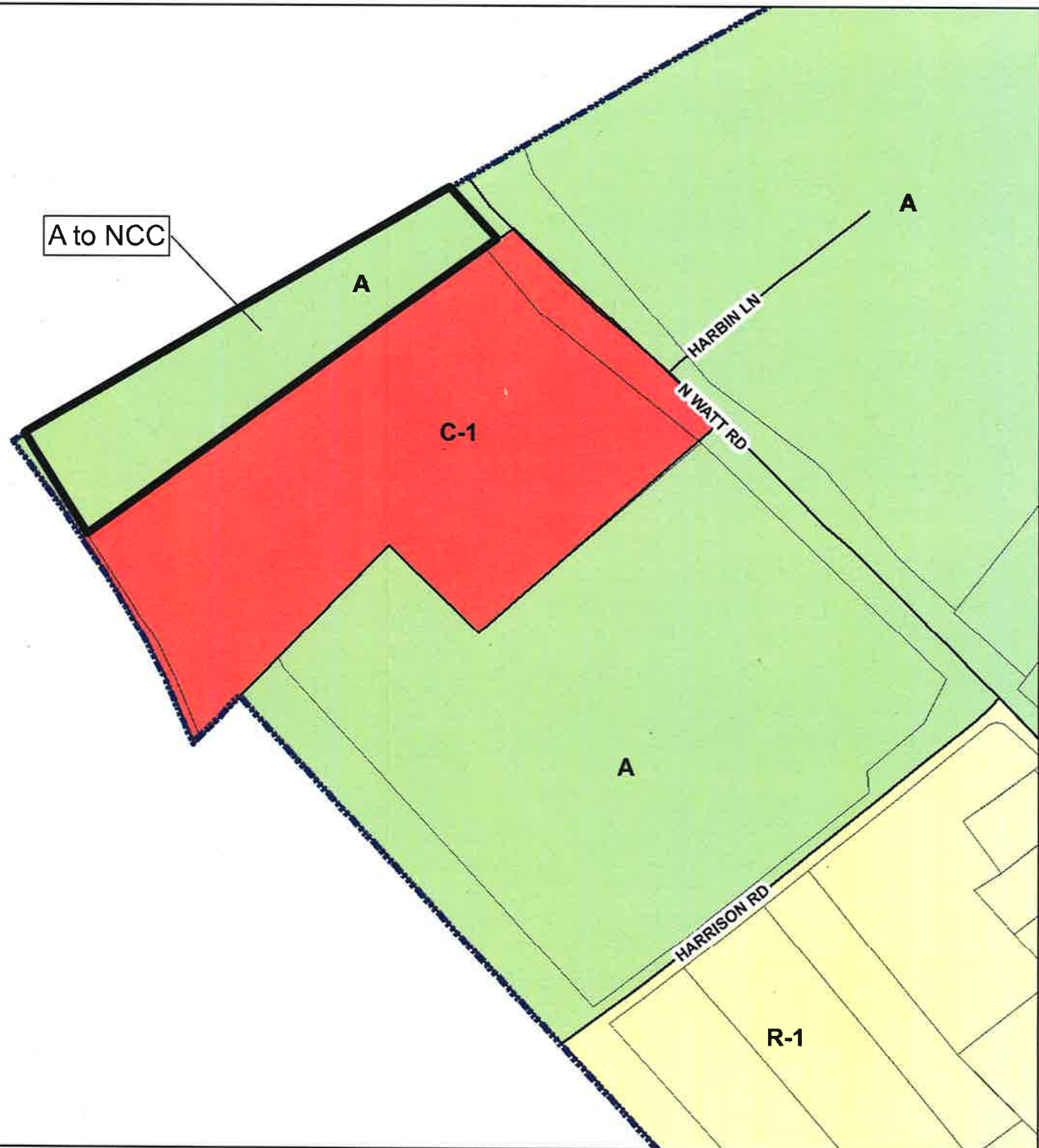
NCC (Neighborhood/Convenience
Commercial)

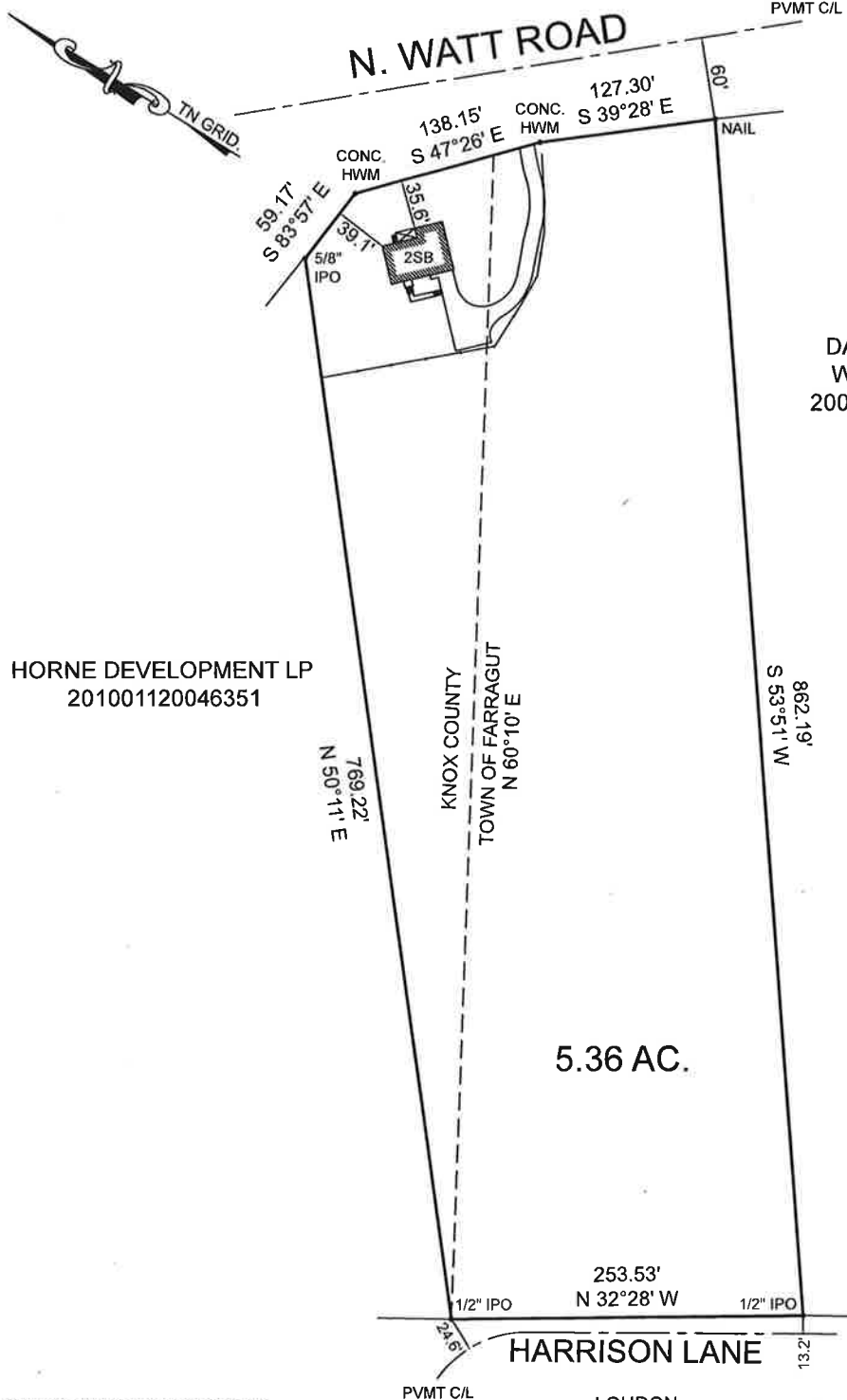
Legend

-  Subject Property
-  Town Limit
-  Streets
-  Parcels
-  A, Agricultural
-  R-1, Rural Single-Family Residential
-  C-1, General Commercial



1 in = 250 ft





DAVIS, SCOTT
W. & HOPE D.
200511210045393

HORNE DEVELOPMENT LP
201001120046351

5.36 AC.

CERTIFICATION OF CATEGORY AND ACCURACY OF SURVEY

I HEREBY CERTIFY THAT THIS CATEGORY 1 SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS 1:10,000 AS SHOWN HEREON
SURVEYOR: STANLEY E. HINDS TERM. REG. NO. 987

I HEREBY CERTIFY THAT THIS SURVEY HAS BEEN MADE USING THE LATEST RECORDED DEED AND OTHER DOCUMENTS FURNISHED BY THE ATTORNEY, THAT THERE ARE NO ENCROACHMENTS OR PROJECTIONS OTHER THAN THOSE SHOWN AND THAT THE SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



SURVEY FOR RICHARD COX

DIST. 6 WARD _____ CITY OF _____ COUNTY KNOX

ADDRESS 501 NORTH WATT ROAD

LOT NO. _____ BLOCK _____ UNIT _____

S/D _____

INSTR. 201811260032569 SCALE 1"= 100' DATE 01/09 2019

JOB NO. 1901002 ORDERED BY: INDEP.

HINDS SURVEYING CO.

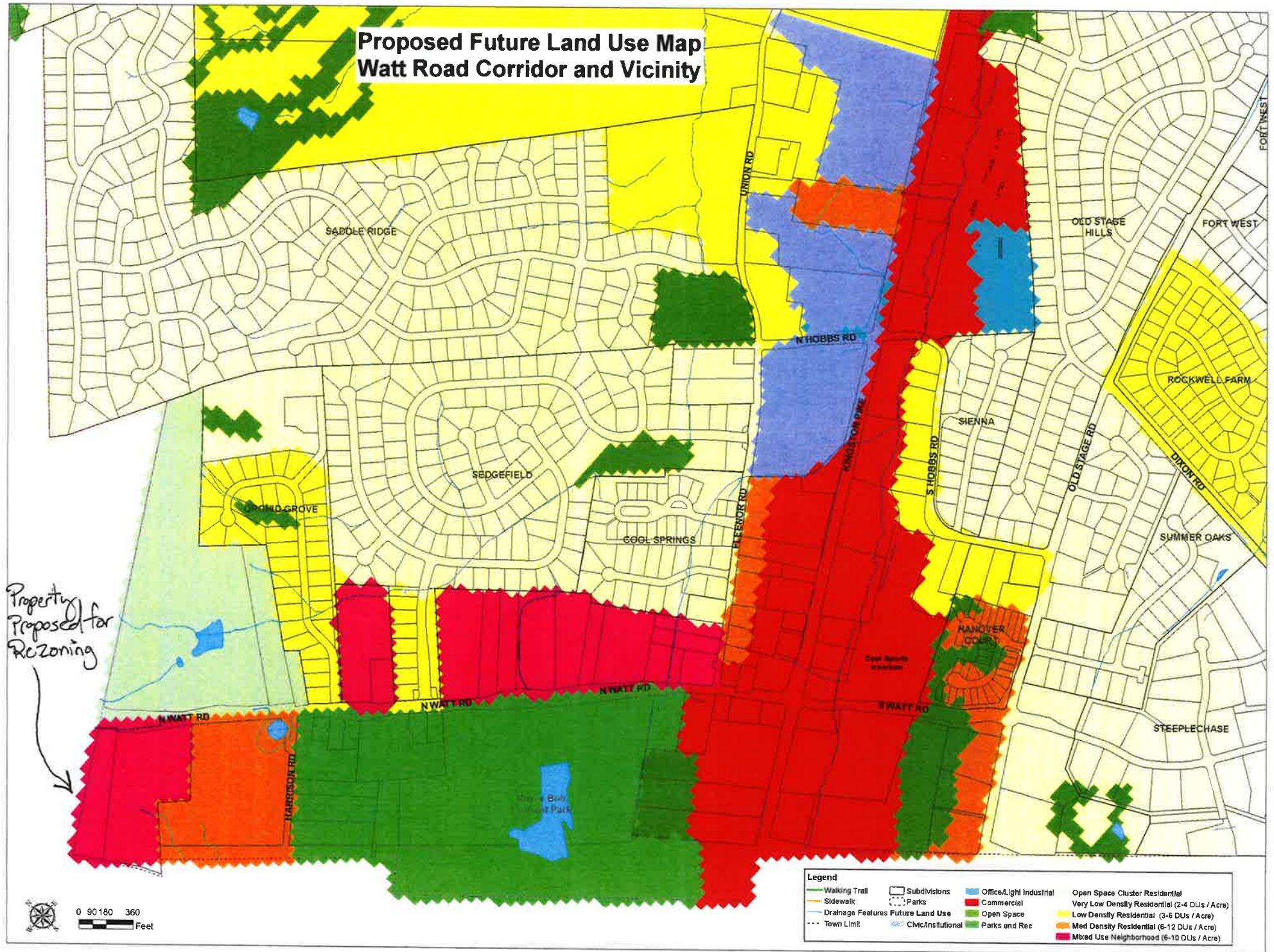
3555 WINDY J FARMS DR. LOUISVILLE, TN 37777

PH. 588-9799 FAX. 233-3393

WWW.HINDSSURVEYING.COM

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PROHIBITED WITHOUT THE WRITTEN CONSENT AND
PERMISSION OF HINDS SURVEYING CO.

Proposed Future Land Use Map Watt Road Corridor and Vicinity



REPORT TO THE BOARD OF MAYOR AND ALDERMEN

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

SUBJECT: Approval of Purchase of Museum Exhibit Case

ATTACHMENTS: Price Quote – Gaylord Archival and Sole Source Justification

INTRODUCTION: The purpose of this agenda item is to consider the approval of the purchase of a new Farragut Museum exhibit case.

BACKGROUND: Many of the cases in the Farragut Museum are hand me downs from other Museums or were purchased by volunteers in the distant past and are not made of archival quality materials. These types of cases are often for displaying items such as trophies or jewelry and other retail products. This is what makes the difference in price between an archival quality museum case and a regular display case.

DISCUSSION: This Gaylord Metro Grammercy case will be the fourth case we have purchased for our Bill Dunlap Gallery (gallery 3) updates. The last case was purchased in 2017. The case is part of a larger group of cases in the “Metro Showcases” design which are ideal for exhibits and will allow us to expand on the Metro Showcase theme in the upcoming year(s) until we are able to have a comprehensive new group of cases in the gallery. The museum has chosen Gaylord Archival Supplies as the maker of our new 3rd gallery cases for several reasons but mainly because Gaylord cases are made from archival quality materials. What this means is that each case is built solely of archival materials, from the laminate bases and power-coated aluminum collars to the linen-wrapped Ethafoam mounting decks. Many of the inserts associated with the Metro line are interchangeable with all the cases. This proposed case is a replica of the last case that was ordered and will serve as a bookend on one of the exhibit area walls or can be used with the other case (back to back) in the middle of the room as needed for a special exhibit.

The price of the case is \$10,174.50 plus \$1,290.44 for shipping, inside delivery and power tailgate for a total of \$11,464.94.

FINANCIAL SECTION:

Account Number: 41900-937

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Expenditures to Date</u>	<u>Remaining Amount</u>
\$62,000	\$11,464.94	\$15,976.24	\$34,558.82

Approved By: 

RECOMMENDATION BY: Sue Stuhl and Julia Barham

PROPOSED MOTION: Approval of purchase for Metro Grammercy Exhibit Case 72 for a total of \$11,464.94

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	_____	_____	_____	_____	_____

GAYLORD ARCHIVAL

Preserve Today. Share Tomorrow.

Price Quote

Quoted to: **FARRAGUT MUSEUM**

11408 MUNICIPAL CENTER DR

PARKS AND LEISURE SERVICES

FARRAGUT, TN 37934

Contact: JULIA BARHAM (Acct# 574427)

Phone: 865-966-7057

Fax: 865-675-2096

E-mail: JBARHAM@TOWNOFFARRAGUT.ORG

Date: 2/6/2019

Gaylord Archival

P.O. Box 4901

Syracuse, NY 13221-4901

Sales: 800-345-5330

Sales Fax: 800-891-5280

Email: bids@gaylord.com

To receive pricing when ordering reference Gaylord Priority Code: 172979

MPC	Product #	Description	Qty	Unit Price	Subtotal
	NCGC4020	Metro Gramercy Exhibit Case 72 3/4H x 41 1/4W x 21 1/2"D; Base Color: #486 Cream/Shadow; Linen Color: #34 Ulster Linen {Each}	1	\$10,174.50	\$20,349.00
	NCGC4020	Inside Delivery {ODC}	1	\$55.00	\$55.00
	NCGC4020	Power Tailgate {ODC}	1	\$75.00	\$75.00

Product Sub-Total	\$20,479.00
Shipping and Processing	\$2,068.35
Estimated Tax	\$1,290.44
Other	
Grand Total	\$22,837.35

*\$1,290.44
includes delivery
and power
tail gate*

Sales tax extra if applicable

Please state color choice when ordering

FOB Destination (Pre-Paid & Added)

Shipment: 13 - 16 Weeks ARO

Price Guaranteed Until: 04/06/2019

Prepared By: Stephanie Diodati

Comments:

COURTESY DISCOUNT APPLIED TO EXHIBIT CASES.
DELIVERY IS TO A GROUND LEVEL LOADING AREA WITH DOUBLE DOORS, SO POWER TAILGATE AND INSIDE DELIVERY TO BRING THE SHIPMENT JUST SIX FEET TO THE INSIDE OF THE BUILDING OUT OF THE WEATHER IS ADDED.

Terms & Conditions

All orders resulting from this proposal are subject to Credit Approval

T: 1-800-448-6160 F: 1-800-272-3412 E: customerservice@gaylord.com

7282 William Barry Boulevard • Syracuse, NY 13212

WWW.GAYLORD.COM

Price Quote

Except for manufacturing defects, all custom and non-stock items are non-cancelable and non-returnable.

Shipping: Items too heavy or too large to ship by a parcel carrier will be shipped LTL common carrier. Shipping charges quoted are based on a dock delivery. In those instances, if large trucks cannot back up to a raised dock at your delivery location, then you may require extra services. If you do not have a loading dock or forklift enhanced delivery services are strongly encouraged and or may be required to facilitate a safe off-loading of your merchandise. Special Delivery Instructions: Please include receiving hours, days you are closed, and any other instructions for the delivering carrier when placing your order.

Lift Gate Truck Delivery- Additional \$75.00 Charge:

The driver will be using a truck that has a lift, which will lower the shipment to ground level. From there you will provide the movement of shipment into the building.

Inside Delivery -Additional \$55.00 charge:

The driver may *assist* you in the movement of merchandise from the truck through the first door of the building, where it will be out of inclement weather. Movement beyond the first door is customer's responsibility. If you do not have a ramp this service is not available, please discuss other options with your Salesperson. Some doorways are not large enough for certain deliveries; please verify the physical clearance of your thresholds before ordering.

Note: Additional inside delivery charges will be incurred for delivery requests that are made for areas beyond the inside of the first-floor door and are only offered if a freight elevator is available for use.

Installation & Assembly: Installation or Product Assembly are *not* included in shipping charges. You may opt to add different services such as Installation or Assembly to your order. Please contact the Gaylord Sales Department at 800-345-5330 to discuss your options and obtain costs for these services.

Orders Over \$5,000: If your order exceeds \$5,000.00 we require a signed purchase order. If your organization doesn't use formal purchase orders, no problem! We will send you an Order Acknowledgement to review for accuracy. Simply return a copy endorsed by an authorized signer, and we'll finalize your order. In some circumstances, credit references may be required for successful placement of your order. Please have them available upon request.

Ready to Order? To help expedite your order and to ensure it is placed correctly, below is a checklist for you to reference when placing your Gaylord order.

- ___ Complete Billing Address – Include Contact Name & Phone Number
- ___ Complete Shipping Address – Include Contact Name & Phone Number (if different from above)
- ___ Gaylord Product Numbers - Please include the product numbers you'd like to order and specify your color choices or sizes, when applicable. If you are unsure of how to find product numbers or are not sure if you are using the correct product number, please contact Customer Service at 800-448-6160 for assistance.



SOLE SOURCE JUSTIFICATION

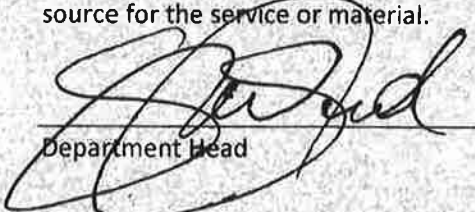
VENDOR: Gaylord Archival Supplies

ITEM DESCRIPTION: Metro Gramercy case with Base Color and Linen color to match the Metro Plaza Museum Cases and Metro Gramercy Case purchased last year.

INITIAL ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE: Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested).

1. X The parts/equipment are not interchangeable with similar parts of another manufacturer. (Explain in a separate memorandum.)
2. This is the only known item or service that will meet the specialized needs of this department or perform the intended function. (Attach memorandum with details of specialized function or application.)
3. The parts/equipment are required from this source to permit standardization. (Attach memorandum describing basis for standardization request.)
4. None of the above apply. A detailed explanation and justification for this sole source request is contained in the attached memorandum.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.


Department Head

PARD
Department

2-19-19
Date

(Administration use only)

Sole Source Authorization

Approved by Town Administrator: _____ Date: _____

Disapproved by: _____ Date: _____

Reason for Disapproval:

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Sue Stuhl, Parks & Recreation Director

SUBJECT: Approval of Town of Farragut History Film Production Contract

ATTACHMENTS: Project Proposal

INTRODUCTION: The purpose of this agenda item is to consider the approval of a contract for a Town of Farragut history film.

BACKGROUND: The Town and Farragut Museum recently completed working with Keith McDaniel on a very well received Farragut/Concord history documentary. During that process, it was clear that there are many tales to tell of several different subject areas that were just briefly touched on during the history project. One of those areas is the history of the founding and first 5-10 years of the Town of Farragut.

The Town issued an RFQ for creative services for historical projects in 2018 and received five submissions – this RFQ was applicable for projects for the next three years. Keith McDaniel was chosen for the Farragut/Concord video because of his vast experience and the same is true for this proposed project. He also has oral history footage from the previous film that he will be able to use for the new proposed film.

DISCUSSION: The Town is in a very unique position. We have the opportunity to record, from the actual participants, how the Town was formed (a very interesting story) and all the trials and tribulations that went on during the first 5 to 10 years. To celebrate our 40th Anniversary, this film would be a gift for the generations to come. The project is expected to take 48 weeks from the date of contract award which puts completion in March 2020 and includes up to 10 oral histories. Also included in the contract in a 10-minute condensed version of the film that can be shown in the museum, events, etc. The oral histories, done professionally, are priceless to the Farragut Museum's collection and small clips of these can be also be used in the interactive parts of the Museum in the future.

As with the Farragut/Concord history film, the Farragut Museum Gift Shop will sell this video. Julia Barham, Historic Resources Coordinator and I will provide information, photos, and access to Mr. McDaniel and will also work with a small committee to approve the script, etc.

The Parks and Leisure Services professional services fund has \$20,000 in this fiscal year to pay for the majority of the film and the final \$5000 has been requested in the FY20 budget. Any expenses will be funded through the Museum operating account.

FINANCIAL SECTION:

Account Number: 41900-254 (\$20,000) in FY19
and \$5,000 in FY20

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Expenditures to Date</u>	<u>Remaining Amount</u>
\$60,000	\$20,000	\$8,329	\$51,671

Approved By: A. Myers

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

RECOMMENDATION BY: Sue Stuhl

PROPOSED MOTION: Approval of contract with Keith McDaniel to produce a Town of Farragut history film in the amount of \$25,000.

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	_____	_____	_____	_____	_____

KEITH MCDANIEL

**PROPOSAL FOR
TOWN OF FARRAGUT DOCUMENTARY FILM PROJECT
INCORPORATION FILM**

Introduction

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

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

Scope of Work

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

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

- Phase One (approximately 16 weeks)
 - Schedule and conduct on-camera interviews
 - Research for scriptwriting
 - Research and acquisition of film/video footage and photographs
- Phase Two (approximately 8 weeks)
 - Complete initial draft of script
 - CLIENT review of script
 - Incorporate CLIENT script changes
 - Final script complete
 - Completion of acquisition of film/video footage and photographs

- Phase Three (approximately 12 weeks)
 - Complete rough edit
 - CLIENT review of film
 - Incorporate CLIENT changes
- Phase Four (approximately 12 weeks)
 - Complete final edit
 - Complete musical score
 - Complete sound design
 - CLIENT review of film
 - Incorporate CLIENT changes
 - Deliver FINAL film/video to CLIENT

Period of Performance

The period of performance for completion of production is projected to take no more than **48 weeks** from date of contract award with final due date no later than March 1, 2020.

Ownership

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

Final Cut/Edit

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

Cost/Pricing

TOTAL COST = \$25,000

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

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

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

upon) or within 10 days of the submission of expense report (as agreed upon in advance between CLIENT and PRODUCER).

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

Terms of Payment

Payment will be made upon completion of the following milestones:

- (\$10,000) Upon signing of contract
- (\$10,000) Upon approval of draft plan
- (\$5,000) Upon delivery of final product

Submitted on February 15, 2019 by:

PRODUCER

Keith McDaniel

115 Bradley Avenue

Oak Ridge, Tennessee 37830

865-742-8783

keith@knoxvillefilmfestival.com

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

ABOUT KEITH MCDANIEL d/b/a SECRET CITY FILMS

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

CONTACT INFO

Keith McDaniel

115 Bradley Avenue

Oak Ridge, Tennessee 37830

865-742-8783

keith@knoxvillefilmfestival.com

DOCUMENTARY FILMOGRAPHY

A HISTORY OF CONCORD AND FARRAGUT

Documentary - 28 minutes – Producer/Writer/Director – 2019

ALVIN WEINBERG

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

ROANE STATE COMMUNITY COLLEGE: 40 YEARS OF CLASS

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

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

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

VALLEY OF INDEPENDENCE: A HISTORY OF GRAINGER COUNTY

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

THE K-25 STORY

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

OPERATION OPEN SESAME

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

THE CLINTON 12

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

SECRET CITY: THE OAK RIDGE STORY – 1945-2006

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

SECRET CITY: THE OAK RIDGE STORY – THE WAR YEARS

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

SIXTY SEASONS: THE OAK RIDGE PLAYHOUSE

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

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

Documentary - 60 minutes – Director – 1998

NOTABLE ACHIEVEMENTS

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

TITLES

Keith McDaniel

Producer

100% of work on this project

SUBCONTRACTORS

Not applicable

SAMPLES OF WORK

VALLEY OF INDEPENDENCE: A HISTORY OF GRAINGER COUNTY, TENNESSEE

<https://vimeo.com/32843153>

ROANE STATE COMMUNITY COLLEGE: 40 YEARS OF CLASS

<https://vimeo.com/35009742>

REFERENCES

SECRET CITY: THE OAK RIDGE STORY Parts 1 & 2

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

D. RAY SMITH, Oak Ridge City Historian

draysmith@comcast.net

865-660-9527

ROANE STATE COMMUNITY COLLEGE: 40 YEARS OF CLASS

Produced for and Funded by Roane State Community College

TAMSIN MILLER

miller@roanestate.edu

865-882-4640

VALLEY OF INDEPENDENCE: A HISTORY OF GRAINGER COUNTY, TENNESSEE

Parts 1 & 2

Produced for and Funded by Grainger County Historical Society

KEN COFFEY, Grainger County Historian

UT215@msn.com

865-767-2333

ALVIN WEINBERG

Produced for and Funded by The Alvin Weinberg Committee

STEVE STOW

shstow@aol.com

865-996-0268

AGENDA NUMBER VI. C.

MEETING DATE February 28, 2019

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of Appointment to the Farragut Museum Committee

INTRODUCTION: The purpose of this business item is to fill an unexpired term on the Museum Committee. The Museum Committee term will expire June 2019.

DISCUSSION: Annie Judkins has applied for the Museum Committee. The applicant's application is attached.

PROPOSED MOTION: To appoint Annie Judkins to the Farragut Museum Committee, position expiring June 2019

BOARD ACTION:

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

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



|farragut

TOWN OF FARRAGUT CITIZEN BOARD/COMMITTEE APPLICATION

Name ANNIE JUDKINS

Address 626 DUNKIN LANE, KNOXVILLE Zip 37934

Cell Home Phone 928-202-8897 Business Phone _____

Fax _____ E-mail anniejudkins@gmail.com

Occupation RETIRED

Education 2yrs College TENN TECH, CERTIFIED PROFESSIONAL LIFE COACH

Why would you like to serve on a Town of Farragut committee (attach resume or additional information if desired):
I enjoy being a volunteer at the Museum and would like to get more involved.

Intro to Farragut Graduate Yes _____ No ☒

Indicate which Committee you are interested in serving:

- ☐ Arts Council
- ☐ Board of Plumbing & Gas/Mechanical Examiners
- ☐ Board of Zoning Appeals (BZA)
- ☐ Beautification Committee
- ☐ Economic Development Committee
- ☒ Museum Committee
- ☐ Knox County Schools Education Relations Committee
- ☐ Parks & Athletics Council
- ☐ Personnel Committee
- ☐ Stormwater Advisory Committee
- ☐ Visual Resources Review Board (VRRB)

I give my permission to the Town of Farragut to use my likeness on the web and/or Town publications. I have read and understand the Code of Ethics Ordinance and the applicable committee charter, ordinance or and/or by-laws.

Signature Annie Judkins Date 10-19-18

Please sign, date and return to:

Farragut Town Hall, 11408 Municipal Center Drive, Farragut, TN 37934

Fax: 675-2096 or scan/e-mail to pam.hall@townoffarragut.org

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl W. Smith, PE

SUBJECT: Approval of Proposal from Crook & Company for Acquisition Services for Right of Way at Virtue Road Improvements Project.

INTRODUCTION: The purpose of this item is the approval of a proposal from Crook & Company for acquisition services for the Town’s Virtue Road project.

BACKGROUND: This project includes the widening of Virtue Road to two 11’ travel lanes, curb & gutter and an 8’ greenway along the east side of the roadway. Project limits are from 2200 feet south of Broadwood Drive to 700 feet south of Kingston Pike (see map).

With approval of preliminary plans for Virtue Road by FMPC in September, our consultant (Vaughn & Melton) has proceeded with completion of final Right of Way plans. Plans are nearing completion, and the next phase of the project is right of way acquisition. The attached proposal from Crook & Company outlines the scope of services to acquire right of way and easements from 12 tracts, with a lump sum fee of \$43,800. As acquisitions and impacts are minor, the proposal does not include costs for independent appraisals and appraisal reviews. In the event independent appraisals are needed for condemnation, the additional services will be added to the agreement as a supplement.

Crook & Company has provided acquisition services to the Town for most of our capital projects over the years, and staff has always been pleased with their work.

FINANCIAL SECTION:

Project: 310-43984-800 (Virtue Road Improvements)			
<u>Project Budget</u>		<u>Row Expenditures to</u>	
<u>(ROW)</u>	<u>Requested Amount</u>	<u>Date</u>	<u>Remaining Amount</u>
\$450,000	\$43,800	\$0	\$406,200
Approved By: 			

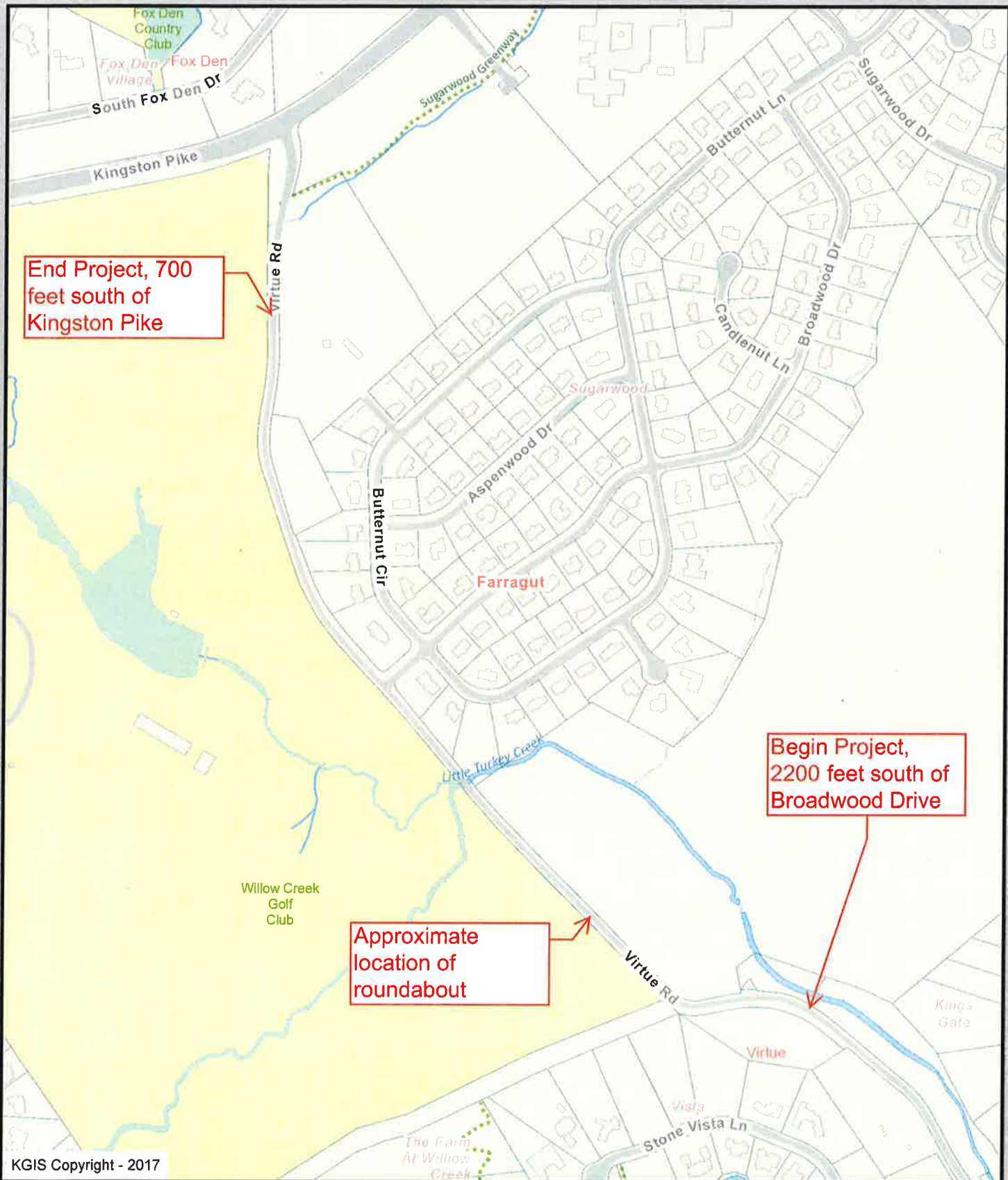
RECOMMENDATION BY: Darryl Smith, Town Engineer, for approval.

PROPOSED MOTION: Approval of proposal from Crook and Company for acquisition services at Virtue Road for \$43,800.

BOARD ACTION:

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

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



Virtue Road Improvements

2200 Feet South of Broadwood Drive to 700 feet South of Kingston Pike

Knoxville - Knox County - KUB Geographic Information System

Printed: 12/5/2017 at 4:29:19 PM



KGIS makes no representation or warranty as to the accuracy of his map and its information nor to its fitness for use. Any user of this map product accepts the same AS IS, WITH ALL FAULTS, and assumes all responsibility for the use thereof, and further covenants and agrees to hold KGIS harmless from any and all damage, loss, or liability arising from any use of this map product.

TOWN OF FARRAGUT

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made by and between Town of Farragut ("Client") and Crook & Company ("Contractor") for professional services for the assignment described as follows:

Project: Virtue Road Improvements

Location: Virtue Road, South of Kingston Pike

Description of Project: Acquisition Services for ROW, ±12 tracts

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

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

2. **Compensation.** Client shall compensate Contractor for the Basic Services as follows: A lump sum fee of **\$43,800**, including reimbursable expenses. In addition, Client shall pay Contractor for additional services that may be requested by the Client beyond the Basic Services in accordance with the hourly rate schedule attached as **Attachment B (Letter to Darryl Smith from Crook & Co. – Fee proposal on a Per Tract Average Basis)** to this Agreement.

3. **Schedule.** Contractor shall begin work upon notification of approval of this Agreement by the Board of Mayor and Aldermen and shall complete the work by submitting the final deliverables on or before **6 months after notice to proceed**. The schedule for the various meetings and presentations as outlined in the Basic Services shall be agreed upon by the Client and Contractor before beginning work.

4. **Invoicing and Payments.** Invoices or payment requests shall be submitted to the Client no more than monthly and shall include such information, documentation or data as the Town Administrator may require including, but not limited to, the amount and breakdown of the payment requested, the period covered by the request, and the work performed during the period covered by the payment request. After review, the Town Administrator will indicate his approval of the payment request, or shall explain to Contractor, in writing, his reasons for not approving any portion or all of the request and authorize payment of the amount approved. In the event the Town Administrator does not approve any portion of a payment request, and has communicated the reasons to Contractor, Contractor will then take the necessary action to satisfy the reasons for non-approval and resubmit the payment request. Client shall endeavor to remit payment of payment requests or portions thereof which are approved by the Town Administrator within thirty (30) days of receipt by Client. From time to time approval of a payment request may require action by the Board of Mayor and Aldermen which meets on the second and fourth Thursday of most months.

5. **Time.** Contractor will perform its services in a timely manner commensurate with the exercise of due professional care which it acknowledges can be done consistent with the schedule provided for in Paragraph 3. Time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond Contractor's control. If such delay or suspension extends more than six (6) months (cumulatively), Contractor's compensation shall be equitably adjusted; provided, however, such adjustment and amendment to this Agreement must be approved by the Board of Mayor and Aldermen before Client is bound.

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

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

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

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

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

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

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

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

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

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

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

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

15. **Indemnification.**

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

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

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

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

16. **Miscellaneous.**

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

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

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

Crook & Company

Real Estate Consultants
Right of Way Management

February 13, 2019

Mr. Darryl Smith, P.E.
City Engineer - Town of Farragut
11408 Municipal Center Drive
Farragut, TN 37934

Re: Proposal for ROW Acquisition & Consulting Services
Virtue Road Improvements, ±12 Tracts
Town of Farragut, Knox County, Tennessee

Dear Mr. Smith:

Based on a review of the design plans prepared by Vaughn & Melton, consulting engineers, we provide estimates for **acquisition and legal services** to purchase right of way and easements on the above referenced project.

Our proposal includes: (1) procurement of title reports, (2) preparation of offer to the owners based on an internal estimate like the NPP analysis used by TDOT. (Independent appraisals and appraisal reviews are not estimated to be necessary because of the minor acquisitions and overall minimal impact of the proposed project to the properties affected. Appraisals/Reviews may be required in the event condemnation is necessary or if the acquisition is more complex than anticipated. The added appraisal/valuation services required would be added in a supplemental contract agreement), (3) negotiations with owners or representatives, (4) coordination with and recommendations of settlement or condemnation to the Town of Farragut, (5) closing services including deed preparation and recording.

Costs related to unknown and unpredictable release charges, recording fees and extraordinary document preparation incurred by East Tennessee Title, the closing agent will be invoiced, at cost, to the Town for any additional cost and are not included in the scope of our proposal.

In the event the negotiations do not result in a settlement and condemnation is necessary, an appraisal may have to be performed to estimate the value of the entire parcel to consider before and after values as dictated by the court system. Fees for updates and revisions will be negotiated with appraisers and review appraisers, at that time, and are not included in the scope of our proposal.

The Town of Farragut will provide any necessary property management services for acquired right of way and be responsible for clearing the right of way for construction after possession by deed or condemnation. It is further assumed that condemnation proceedings will be filed by the Town of Farragut attorney and Crook & Company will not be responsible for condemnation proceedings.

Post Office Box 52261, Knoxville, Tennessee 37950

Phone: 865.250.3365

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

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

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

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

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

CLIENT:

Town of Farragut

By: _____

Printed
Name: _____

Title: _____

Date: _____

CONTRACTOR:

Crook & Company

By:  _____

Printed
Name: Eddie D. Crook

Title: Managing Partner

Date: 10-9-17

Crook & Company

Real Estate Consultants
Right of Way Management

Mr. Darryl Smith, P.E.
City Engineer - Town of Farragut
February 13, 2019
Page 2

The project is anticipated to require minimal acquisitions on 12 tracts; namely, Tr. Nos. 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, and 13. Our average fee per tract for acquisition services on the 12 parcels will be **\$3,650 or \$43,800. As stated in Item 1 above, Independent appraisals and appraisal reviews are not estimated to be necessary because of the minor acquisitions and overall minimal impact of the proposed project to the properties affected. In the event independent appraisals are required for condemnation or because the acquisition is more complex than anticipated, the added appraisal/valuation services would be added in a supplemental contract agreement.**

If the Town of Farragut agrees with our proposal, please signify by an authorized signature below and we will proceed as soon as appraisals and reviews are complete. We will follow TDOT procedures and coordinate our efforts with the Town of Farragut and the Region I offices in Knoxville as necessary.

If you have any questions or require additional information regarding this proposal, please do not hesitate to contact me. Thanks for the opportunity to provide our services.

Sincerely Yours,



Eddie D. Crook, MAI/SRA/AI-GRS
Managing Partner

Authorized by Town of Farragut

Date