FARRAGUT BOARD OF MAYOR AND ALDERMEN
Farragut Town Hall
11408 Municipal Center Drive

AGENDA
March 10, 2022

BMA BUDGET WORKSHOP
4:30 PM
FY23 Capital Investment Program

BMA MEETING
6:00 PM

I. Roll Call

II. Approval of Agenda

III. Approval of Minutes

A. February 10, 2022
B. March 3, 2022, Special Called Workshop

IV. Mayor's Report

V. Ordinances

A. **First Reading**

1. **Ordinance 22-02**, an ordinance to amend the Farragut Municipal Code to create Appendix F, the Public Tree Care Ordinance (Town of Farragut, Applicant)
2. **Ordinance 22-03**, an ordinance to amend the Farragut Municipal Code, Appendix A – Zoning, Chapter 3., Section XII., General Commercial (C-1), Subsection F., 9. Height Regulations, to provide for a concept plan review when a building more than two stories in height is proposed (Town of Farragut, Applicant)
3. **Ordinance 22-04**, an ordinance to amend the Farragut Municipal Code, Appendix A – Zoning, Chapter 3, Section XIII., Neighborhood/Convenience Commercial (NCC), to remove apartment

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

buildings as a residential use and require a concept plan in association with a rezoning request to NCC (Town of Farragut, Applicant)

4. **Ordinance 22-05**, an ordinance to amend the Farragut Municipal Code, Appendix A – Zoning, Chapter 3, Section XXVI., Planned Commercial Development (PCD), to clarify that uses permitted in the General Commercial or Office zoning districts "may" rather than "shall" be permitted as part of a development plan submitted for a rezoning request to PCD (Town of Farragut, Applicant)

VI. Business Items

A. Approval of 2022 Forget Me Not 5K
B. Approval of Contract with Cope Architecture for Town Hall design services
C. Approval of Resolution R-2022-02, Resolution Adopting the Town of Farragut's 2022-2023 Strategic Plan
D. Approval of Resolution R-2022-03, Resolution Declaring Certain Town Property to be Surplus Property
E. Approval of Resolution R-2022-04, Resolution to Support Restoring the Historic Revenue Sharing Relationship Between the State of Tennessee and Its Local Governments and to Return the Local Share of the Single Article Cap to Local Governments
F. Approval of Professional Services Agreement with Civil and Environmental Consultants, Inc. to Provide Town-wide Stormwater Infrastructure Assessment.
G. Approval of Professional Services Agreement with Civil and Environmental Consultants, Inc. for Development of FY22 Stormwater Repairs Project.
H. Approval of an amendment to option and lease agreement for property at 519 Virtue Road, STC TWO LLC, applicant, successor by assignment to SprintCom, Inc, c/o Crown Castle USA Inc.
I. Approval of Fire Services Agreement with Rural Metro of Tennessee
J. Approval of Fire Prevention and Public Fire Education Services Agreement with Rural Metro of Tennessee
K. Approval of a request to approve an access and associated variance from the distance between driveways requirement for collector streets, as provided for in the Driveways and Other Accessways Ordinance, for a proposed residential driveway at 408 Herron Road (Testerman Restoration, Applicant)
L. Approval of Memorandum of Agreement between the Town of Farragut and the Town Administrator

VII. Town Administrator's Report

VIII. Town Attorney's Report

IX. Citizens Forum

This meeting can be viewed live on the Farragut YouTube Channel and the Town of Farragut website www.townoffarragut.org/livestream.
The meeting will be held at the Farragut Town Hall, 11408 Municipal Center Drive

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

At the end of each business 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 Recorder 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;
2. Any Farragut resident 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 Recorder or a staff member;
3. Speakers shall come to the podium and identify themselves by name and street address;
4. Public comment shall be limited to five (5) minutes per individual. Time for public comment may be amended at the discretion of the Mayor. Time is not transferable to other speakers;
5. Speakers should strive to avoid redundancy; each speaker should have their own original viewpoint;
6. Comments shall address issues, not individuals or personalities;
7. Comments may support or oppose 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.

Each speaker will be asked if they can agree to abide by the Comment Protocol. If so, please be prepared to speak when your name is called.

BMA MEETING MINUTES
February 10, 2022

Roll Call

Mayor Williams called the meeting to order at 6:00 PM. Roll Call for attendance: Alderman Burnette, yes; Alderman Meyer, yes; Alderman Povlin, yes; Alderman Pinchok, yes; Mayor Williams, yes; in additional to staff and members of the press.

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 of January 27, 2022, as presented. Moved by Alderman Pinchok, seconded by Alderman Povlin; voting yes; Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays; motion passed.

Mayor's Report

Mayor Williams announced the following:

- David Smoak, Town Administrator, has been with the Town for 12 years
- Campbell Station Road/I-40 Interchange is being funding by the State of Tennessee
- Mike Walker, with Rural Metro, address the board and distributed information
- Julie Blalock, Farragut/West Knox Chamber, gave a monthly overview of activities

Business Items

Approval of Professional Services Agreement from LDA Engineering, Inc. for Design of the Little Turkey Creek Greenway, Brookmere to Sheffield

Motion was made to approve the agreement with LDA Engineering, Inc., not to exceed $62,500, for design of Little Turkey Creek Greenway, Brookmere to Sheffield. Moved by Alderman Meyer, seconded by Alderman Povlin; voting yes; Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays; motion passed.

Meeting adjourned at 6:23 PM.

_____
Ron Williams, Mayor

_____
Allison Myers, Town Recorder

FARRAGUT BOARD OF MAYOR AND ALDERMEN
Farragut Town Hall
11408 Municipal Center Drive

MARCH 3, 2022,
MINUTES

BMA BUDGET WORKSHOP
2:00 PM
FY23 Expenditures & Revenues Overview

The Board of Mayor and Aldermen met to have a workshop concerning the FY23 Expenditures & Revenues Overview.

The meeting was for information purposes only.

_____
Ron Williams, Mayor

_____
Allison Myers, Town Recorder

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AGENDA NUMBER V.A.1 **MEETING DATE** **March 10, 2022**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Approval of Ordinance 22-02 on first reading, an ordinance to amend the Farragut Municipal Code to create Appendix F, the Public Tree Care Ordinance (Town of Farragut, Applicant)

INTRODUCTION AND BACKGROUND: During discussion with the Planning Commission, staff noted this item involves the development of a Public Tree Care Ordinance that is associated with the Town pursuing a Tree City USA recognition. There are four components of Tree City USA that a qualifying community must demonstrate as part of an application for consideration. Those components include the following:

1. The establishment of a tree board.
2. The development of a tree care ordinance.
3. A demonstration that the Town has a community forestry program with an annual budget of at least $2 per capita.
4. An Arbor Day proclamation and observance.

DISCUSSION: As the Town has grown and significantly increased its tree cover on public properties, it has become apparent that the Town should consider a Tree City USA recognition. During the past few months, the Public Works Director has evaluated tree related expenditures for the Town and determined that the $2 per capita should easily be achieved. The other components are more administrative in nature.

The Public Tree Care Ordinance that is reflected in Ordinance 22-02 would not only fulfill the ordinance requirement listed above but would also establish the Town's tree board and their responsibility of helping to facilitate the Arbor Day proclamation and observance. The Public Tree Care Ordinance includes the following sections:

1. Purpose and Intent
2. Definitions
3. Tree Board
4. Tree Planting Parameters for Public Properties

Unlike the landscaping requirements in the Zoning Ordinance and that are largely administered through the Visual Resources Review Board and involve private property, the Public Tree Care Ordinance is focused on trees that are situated on public property. Consequently, much of the Tree Board is proposed to include Town staff that are heavily involved with the selection and management of trees on public properties. In the development of the Public Tree Care Ordinance, staff has followed the general format suggested by the Arbor Day Foundation. Staff has also looked at what other communities do with their tree care ordinances and who is often included on tree boards. Both the Parks and Recreation and Public Works Directors have reviewed the draft Public Tree Care Ordinance and agree with its provisions. Since public properties includes rights of ways that often have utilities, staff is proposing that a utility representative be a member of the Tree Board. This would aid in public tree care selection and maintenance and lessen utility related conflicts in the future that could adversely affect public trees.

RECOMMENDATION: At their meeting on February 17, 2022, the Planning Commission unanimously recommended approval of Ordinance 22-02. Community Development Director, Mark Shipley, also recommends approval of Ordinance 22-02 on first reading.

BOARD ACTION:

MOTION BY:_____ SECONDED BY:_____

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

RESOLUTION 22-02

FARRAGUT MUNICIPAL PLANNING COMMISSION

A RESOLUTION TO APPROVE AN AMENDMENT TO THE FARRAGUT MUNICIPAL CODE TO ADOPT THE PUBLIC TREE CARE ORDINANCE PURSUANT TO AUTHORITY GRANTED BY SECTION 6-2-201, TENNESSEE CODE ANNOTATED

WHEREAS, the Tennessee Code Annotated, Section 6-2-201, provides that municipalities may create and adopt general guidelines to promote the public health, safety, and general welfare within the municipality; and

WHEREAS, the Farragut Municipal Planning Commission shall be responsible for the review and approval of new utilities in accordance with Section 13-4-104, Tennessee Code Annotated; and

WHEREAS, the Town of Farragut has wishes to promote reasonable and consistent parameters for new vertical utilities proposed within the municipality; and

WHEREAS, a public hearing was held on this request on February 17, 2022;

NOW, THEREFORE, BE IT RESOLVED that the Farragut Municipal Planning Commission hereby recommends approval to the Farragut Board of Mayor and Aldermen of Ordinance 22-02, an ordinance to amend the Farragut Municipal Code to create Appendix F, the Public Tree Care Ordinance.

ADOPTED this 17st day of February 2022.

Rita Holladay

Rita Holladay, Chairman

Scott Russ

Scott Russ, Secretary

ORDINANCE:	**22-02**
PREPARED BY:	**Shipley**
REQUESTED BY:	**Staff**
1ST READING:	_____
2ND READING:	_____
PUBLISHED IN:	_____
DATE:	_____

AN ORDINANCE TO AMEND THE FARRAGUT MUNICIPAL CODE, TO CREATE APPENDIX F, THE PUBLIC TREE CARE ORDINANCE

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend the Farragut Municipal Code, by creating Appendix F, the Public Tree Care Ordinance.

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, is amended by adding the following as Appendix F:

APPENDIX F – PUBLIC TREE CARE ORDINANCE

A. Purpose and Intent. In recognition of the numerous benefits that trees provide to the Town of Farragut, this ordinance is intended to establish parameters for public tree care. This includes the creation of a Tree Board that will help to provide guidance on the selection, planting, maintenance, and removal of trees located on public property or publicly maintained property, as well as other duties described herein.

B. Definitions. The following definitions are provided to clarify how certain terms are to be applied in relation to this Ordinance.

Canopy Tree:	An evergreen or deciduous tree whose mature height is commonly expected to exceed 30 feet and is commonly expected to have a crown spread of 30 feet or more.
Pruning:	The selective removal of branches from a tree to improve the tree's structure, and direct new, healthy growth.
Public Tree:	A tree growing on land owned by the Town of Farragut. This would also include trees situated within walking trail easements that are maintained by the Town of Farragut.
Street Tree:	A tree situated within a public street right of way with a non-invasive root system and a canopy width that does not generally exceed 25 feet at maturity. Street trees shall have a single straight trunk and ideally be vase-shaped or otherwise lend themselves to proper pruning as they mature.
Topping:	Inappropriate pruning technique to reduce tree size. Cutting back a tree to a predetermined crown limit, often at internodes.

Utility: An organization that maintains the infrastructure for a set of services consumed by the public: electricity, lighting, natural gas, water, sewer, telecommunications, or similar associated services.

Utility Tree: A tree which may be appropriate near an underground or overhead utility. Such trees shall have small or non-invasive root systems and not generally exceed a height of more than 20 feet at maturity.

C. Tree Board. There is hereby created a Tree Board for the Town of Farragut.

1. Membership. Since this Ordinance addresses trees on public properties, the Tree Board shall consist of seven (7) members that are familiar with tree related issues involving public property with a representative provided from the following:

   a. Town of Farragut Engineering
   b. Town of Farragut Public Works
   c. Town of Farragut Parks and Recreation
   d. Town of Farragut Planning
   e. Utility Representative
   f. Board of Mayor and Alderman or Planning Commission Representative
   g. Member at Large with Background in Tree Care who is a Citizen of the Town

2. Appointment. Members shall be appointed by the Board of Mayor and Aldermen.
3. Term of Office. Members shall serve on an annual basis and may be re-appointed by the Board of Mayor and Aldermen for successive terms. Vacancies are filled by the Board of Mayor and Aldermen.
4. Operation. The Tree Board shall choose its own officers, make its own administrative rules and regulations, and keep a record of its proceedings. Meetings may be held quarterly, or more often if called by the chairman of the Board. A majority of the members shall constitute a quorum for transaction of business.
5. Duties and Responsibilities. The duties of the Tree Board shall include, but not be limited to the following:
   a. Adopt administrative rules and regulations that apply to the Tree Board.
   b. Assist staff, when needed, to help administer the provisions of this Ordinance, including providing input on selection, placement, installation, and maintenance of trees proposed or envisioned on public property (particularly in relation to road improvement, park, and streetscaping plans or projects).
   c. Assist with recognizing Arbor Day.
   d. Coordinate recognition of individuals, projects, donations, etc., that have notably contributed to the provision or maintenance of trees on public property.
   e. Assist in developing and updating the Town's Street Tree list.
   f. Provide input on ordinance amendments that may relate to or affect trees on public property.
   g. Consult with arborists, foresters, and others with specific expertise in the subject area when performing their duties and responsibilities. Any compensation or contracts for services performed by such experts or professionals shall be approved by the appropriate Town authority.

D. Tree Planting Parameters for Public Properties

1. Size. The size of trees at the time of planting on public properties shall generally be as follows:
   a. At least two inches in caliper for single stem deciduous trees.
   b. At least six feet in height for evergreen trees.
   c. At least eight feet in height for multi-stem trees.

   Variations to size may be considered for trees that are donated or where a smaller tree would be acceptable due to context, plant availability, or other factors that are site or market specific.

2. Quality Specifications. All trees to be planted on public properties shall be specified as following the American Standard for Nursery Stock, ANSI Z60.1, latest edition.

3. Tree Spacing. In general, the following spacing shall be applied to trees planted on public property:

   a. Canopy Trees. Canopy trees shall be planted at least 30 feet apart and are intended for open spaces where interference with above or below grade improvements is minimal. Canopy trees may be appropriate for parks, open spaces, aquatic buffer areas, and along greenways that are not parallel to a street right of way. Canopy trees generally shall not be planted within the public right of way, unless it is a median that is at least 10 feet in width and has no known utility conflicts. Where planted along a greenway, canopy trees shall generally be at least seven feet from the edge of the trail.
   b. Street Trees. Due to their narrower or vase-shaped canopy, street trees may be planted as close as 25 feet apart, depending on desired effect. Where street trees are planted within the grass strip between street edge/curb and edge of pedestrian facility, such trees shall generally be centered in the grass strip with the objective of being approximately three feet from street edge/curb and edge of pedestrian facility. Street trees shall not be planted in grass strips less than six feet in width. Where street trees are planted along streets without pedestrian facilities, such trees shall be placed, where possible, at least five feet from street edge/curb. In all cases, coordination shall be made regarding utilities and the potential for roadway modifications in the future. Street trees shall be planted no closer to than 10 feet to a fire hydrant, utility pole, or streetlight.
   c. Utility Trees. Due to their smaller form, utility trees may be planted as close as 20 feet apart, depending on the species selected and desired objective(s). Utility trees shall generally be the only type of tree planted on public properties where tree cover is desired but there are known overhead or underground utilities that may otherwise create a conflict. In addition, such trees should be specified in areas where utility modifications are unlikely and utility depths for water, sewer, electric, and gas are at least 36 inches below grade. Utility trees shall be planted no closer to than 10 feet to a fire hydrant, utility pole, or streetlight.

4. Planting Techniques. Trees to be planted on public properties shall be dug to give adequate room for the root system. The diameter of the hole should be at least 12 inches larger than the diameter of the root ball or root system. The depth of planting should be at the same level as the tree had grown previously. Backfill should be the same material that was removed from the hole, with no additives except low nitrogen fertilizer, which may be added if necessary. Holes dug by augers must have their sides chipped by a hand shovel to break glazing affected by the auger. Trees may be guyed in windy areas or on slopes. All such supports shall be removed within 18 months.

5. Tree Care.
   a. Pruning. Trees overhanging streets or pedestrian facilities should be pruned to a height of 8 feet for pedestrian facilities and 12 feet for streets. The standard tree pruning method will be branch collar pruning as opposed to stubs or flush cuts. Large limbs and branches will be precut to prevent excessive peeling of the bark, followed by cutting the remaining stub.

      Tree pruning in the vicinity of power lines shall be undertaken by the utility district to assure the supply of electricity to its customers. Drop crotch pruning and pruning to laterals are the recommended methods.

      In all cases, the topping of public trees shall not be permitted. Other measures shall be explored in consultation with the Tree Board. This may involve removal of un-planned or inappropriately placed trees that are in a location where such trees cannot reasonably be properly pruned. This may also include removal of invasive exotic trees, such as mimosa, ailanthus, and paulownia. Where this approach is used, re-planting shall be explored, if appropriate, and with trees that would be more suitable for the location.

   b. Fertilization. Fertilization of trees may be necessary if a tree or trees are determined to be deficient in nutrients. Determination is made by leaf color or size, twig growth, soil test or other diagnostic methods. Fertilizer will be applied on the soil surface at the appropriate time of year.

   c. Mulching. Where mulching is used the following standards should be followed:
      i. If mulch is being applied for the first time, apply a thin layer of around two inches and extend it to the drip line of the tree where possible. Where this is not possible, the mulch circle should extend at least halfway out the drip line and no less than 3 feet from the base of the tree. Mulch shall not be in contact with the tree trunk.
      ii. Where mulch is to be added in areas that have previously been mulched, the old mulch should be evaluated to see if it needs to be removed before applying a new layer. Otherwise, it could create a layer of mulch that is too thick and adversely affect the tree. Old mulch may sometimes only need to be raked to re-establish the look and function of adding a new layer. This should be evaluated prior to adding new mulch.

iii. In general, mulch should be applied in the middle of the spring, though any time of year is possible.

d. Tree Removal. Public trees shall only be removed by the appropriate authorities where such trees are diseased, dead, creating hazards or recurring maintenance issues, exotic invasive, chronically interfering with overhead or underground utility lines, or shown on approved plans to be removed to complete work on public property. Otherwise, tree protection shall be governed by the applicable provisions in the Tree Protection Ordinance of the Town of Farragut.

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 _____, 2022, with approval recommended.

Rita Holladay
Rita Holladay, Chairman

Scott Russ
Scott Russ, Secretary

FARRAGUT MUNICIPAL PLANNING COMMISSION

AGENDA NUMBER V.A.2 MEETING DATE March 10, 2022

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Approval of Ordinance 22-03 on first reading, an ordinance to amend the Farragut Municipal Code, Appendix A – Zoning, Chapter 3., Section XII., General Commercial (C-1), Subsection F., 9. Height Regulations, to provide for a concept plan review when a building more than two stories in height is proposed (Town of Farragut, Applicant)

INTRODUCTION AND BACKGROUND: During discussion with the Planning Commission, it was noted that, in the Mixed-Use Town Center section of the General Commercial (C-1) Zoning District, there is currently language that permits buildings to be constructed up to four stories in height. The original intent of allowing up to four stories was to provide for vertical mixed-use buildings that were consistent with the height permitted in the Town Center District (TCD).

The requested amendment, as reflected in Ordinance 22-03, would establish more review and approval control where buildings more than two stories are proposed. Essentially, when a building exceeds two stories, it "may" be permitted, depending on the concept plan proposed in association with the project and the surrounding context and community objectives.

As noted with the Planning Commission, the idea for this amendment was initiated by Vice Mayor Povlin and presented to the Board of Mayor and Alderman as a workshop discussion item at their meeting on December 9, 2021. The Board was supportive of the idea and asked staff to prepare some draft amendment language to present to the Planning Commission.

RECOMMENDATION: At their meeting on February 17, 2022, the Planning Commission unanimously recommended approval of Ordinance 22-03. Community Development Director, Mark Shipley, also recommends approval of Ordinance 22-03 on first reading.

BOARD ACTION:

MOTION BY:_____ SECONDED BY:_____

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

b. There shall be a buffer strip a minimum of 35 feet in width on all side and rear property lines when the abutting property is zoned residential or agriculture;

c. Existing, mature vegetation shall be preserved and incorporated into the buffer strip; and

d. Detention basins, measured from top-of-slope to top-of-slope, and associated structures shall not be located within any buffer strips.

6. *Maximum lot coverage.* Total lot coverage: 70 percent.

7. *Land area.* Minimum lot size of one acre.

D. *Height regulations.* No structure shall exceed 2½ stories, or 35 feet in height, except as provided for elsewhere in this ordinance.

E. *Parking.* As regulated in Chapter 4.

In order to minimize the visual impact of surface parking, where parking is situated between a building and a street or is parallel with a building along a street, a berm shall be constructed or landscaping shall be planted so as to limit the viewability of the parking lot from the street. A minimum of 60 percent of the total parking lot length adjacent to the front property line shall be screened from view with a berm or landscaping.

F. *Mixed Use Town Center.*

1. *General Description and Purpose.*

In the Town's adopted Comprehensive Land Use Plan (CLUP), Strategy 1 describes the community's desire to Bring About a Downtown. Also included in the CLUP are land use descriptions related to the intent, uses, and character of what is described as a Mixed Use Town Center (MUTC). The CLUP also includes a future land use map which identifies locations for a MUTC.

The purpose of this section is to ensure that properties zoned C-1 that are within (i.e., at least half of the existing parcel) the area shown as Mixed Use Town Center are developed and redeveloped in a manner that is consistent with the CLUP.

Where a property is zoned C-1 and is shown to be within the area identified as MUTC on the Future Land Use Map, the following provisions shall apply.

2. *Permitted Principal and Accessory Uses and Structures.* (If a use is not listed below it shall not be permitted unless it is approved by the Board of Zoning Appeals as a Special Exception and the proposed use is consistent with the CLUP as it relates to the MUTC.)

a. Generally recognized retail sales. This excludes all outdoor sales or storage (unless part of an approved Farmers Market or similar seasonal pedestrian oriented use) and any "big box" entities where the total gross square footage exceeds 25,000 square feet.

b. Restaurants, tea rooms, cafes, coffee houses, bistros, or other similar establishments serving food or beverage that is primarily consumed within the principal building or in designated outdoor seating areas associated with the principal building. A drive-through lane may be permitted provided the following criteria are satisfied:

1. The property is a minimum of two acres and is a lot of record that has existing frontage on a street classified as a major arterial on the Major Road Plan;

2. The drive-through is limited to one lane;

3. The drive-through is located to the rear of the building or behind the building so that it is not visible from any abutting public rights-of-way;

4. The drive-through is limited to one menu board which shall be permitted provided all of the following criteria are satisfied:

    a) The menu board and any associated apparatus shall be architecturally compatible with the principal building;

    b) The menu board and any associated apparatus shall be screened with opaque materials (which may include evergreen plant material) so that, throughout the year, they are not visible from adjacent properties and/or rights of ways;

    c) The screening plan for such menu board and associated apparatus shall be reviewed as part of the site and landscape plan review with the applicable standards in the Architectural Design Standards (ADS) also being applied; and

    d) The menu board shall not exceed 36 square feet in size and 6 feet in overall height.

5. The entrance and exit to the drive-through leads to a parking area or service drive. The drive-through lane shall not be directly connected to a public street; and

6. The design shall minimize vehicle/pedestrian conflicts. The drive-through lane shall not separate parking lots from rear building pedestrian access doors or other pedestrian access ways.

7. The planning commission may approve alternative drive-thru lane configurations and minor modifications to the requirements of parts 1 - 6 above where an existing permitted establishment is being remodeled/redeveloped without a change of use. This includes but is not limited to the addition of split ordering lanes; the use of more than one menu board provided, however, that the aggregate square footage (sign area) of all such boards per lane shall be restricted to 30 square-feet with no single board to exceed 20 square-feet; and a relaxation of the menu board screening requirement. In granting such approvals, the planning commission shall consider and ensure that they are based on the following:

    a) The physical nature of the preexisting site;

    b) The extent of the redevelopment project;

    c) A finding that the proposed alternative design and/or modifications serve a related public purpose, such as improved traffic flow; and

    d) That the alternative design/modification is consistent with the general intent of these standards and represents the minimum modification necessary given the nature of the site and project.

c. Financial and real estate services. This excludes drive-through service lanes and windows.

d. Professional, personal, and business services.

e. Public, governmental, and general offices.

f. Medical, dental, and veterinary facilities (indoors only).

g. Medical spas.

h. Adult education and training facilities, indoors only.

i. Cultural activities.

j. Theaters.

k. Indoor recreational facilities.

l. Parks and community facilities.

m. Residential, provided it is located in the upper floors of a building that has been designed and constructed for a mix of uses, or on any floors if it is part of an approved horizontally configured mixed-use town center development plan that is within the Planned Commercial Development (PCD) Zoning District.

n. Bed and breakfasts/inns.

o. Hotels, provided the gross square footage does not exceed 25,000 square feet.

p. Churches and other places of worship, provided they are not located in freestanding buildings.

q. Day care facilities, provided they are not located in freestanding buildings.

r. Schools, public and private, provided they are not located in freestanding buildings.

s. Utility uses. This excludes substations and telecommunication towers. These utility uses shall not be permitted.

t. Other uses similar to any of the above, as approved by the Board of Zoning Appeals as a Special Exception. Any use approved as a Special Exception in this section shall be compatible with the CLUP as it relates to the Mixed-Use Town Center.

3. *Building Facade Requirements.*

New construction shall comply with the Town of Farragut Architectural Design Standards, as amended and, in addition, the requirements provided for in Chapter 107, Article 2. - Town Center Design Requirements, Sections 107-26 and 107-27, as amended.

Where re-development involves improvements (interior and/or exterior) to an existing building(s) which exceed 50 percent of the current value (as determined by a certified appraisal) of such building(s), the building(s) facade(s) shall be modified to use high-quality, durable, materials that are architecturally compatible and include a significant masonry element. Such building facades shall not use fabricated metal panels or vinyl siding and shall include only very limited use of synthetic stucco (EIFS) or panelized brick.

4. *Low Impact Development Requirements.* Any new development or redevelopment where at least half of the existing site improvements are being modified (e.g., half of the existing parking lot is being altered from its current configuration), shall incorporate a minimum of one of the following Low Impact Development (LID) practices into the design:

a. Twenty-five percent of the parking lot being constructed with permeable pavers;

b. Stormwater runoff draining to rain gardens;

c. A building(s) being constructed with a vegetated roof, commonly referred to as a green roof;

d. Stormwater draining to bioswales/bioretention facilities; or

e. Rainwater being harvested for irrigation or gray water uses.

5. *Area Regulations.*

a. Front yards.

1. All principal buildings shall be set back a minimum of ten feet from all property lines and access easements.

2. Unless otherwise provided, all accessory structures, such as parking garages, dumpsters, HVAC units and generators, shall be set back a minimum of 20 feet from all property lines

and access easements. This excludes signage, detention basin structures (if associated with a low impact development measure), or structures typically associated with a store front or furnishing zone as described in the TCD Zoning District.

Where abutting an arterial street, no portion of a parking lot shall be closer to such street than the principal building(s). The minimum setback for a parking lot shall be 20 feet from all property lines and access easements. On street parking shall be exempt from setback requirements.

b. Side and rear yards.

1. All principal buildings shall be set back a minimum of zero feet if part of a larger plan to join a building on an adjoining property. Where a building is planned to be joined with another building to form a series of buildings the design requirements provided for in Title 14, Chapter 3 [see now chapter 107, article 2] of the Farragut Municipal Code shall apply.

Where the adjacent property is zoned residential or agricultural, principal buildings shall be set back from the nearest point of any side or rear property line a minimum of 35 feet.

2. All accessory structures shall be set back a minimum of ten feet, unless a greater setback is otherwise required in this ordinance or the [Farragut] Municipal Code.

6. *Buffer Strips.*

a. There shall be a buffer strip a minimum of 35 feet in width on all side and rear property lines when the abutting property is zoned residential or agricultural.

7. *Maximum Lot Coverage.* Total lot coverage: 80 percent.

8. *Land Area.* Minimum lot size of one acre.

9. *Height Regulations.*

a. Unless provided for otherwise, buildings shall be a minimum of two stories in height or have the appearance, as viewed from all building elevations, of a building that is at least two stories in height. ~~Buildings shall not exceed four stories in height~~. The minimum height requirement shall apply only to new buildings.

Where a building's height is proposed to be more than two stories, a concept plan shall first be provided to visually demonstrate where the building(s) is (are) envisioned, the uses proposed in the building(s), and a clear indication of what the building(s) will look like and how it (they) will be situated within the development. The concept plan shall first be approved before a site plan is submitted. In their review of the concept plan, the Planning Commission will consider the surrounding plan of development, the relationship of the proposed building(s) to its (their) context, and the community objectives achieved with the additional height and the uses proposed therein. In no case shall a building exceed four stories in height.

b. For existing lots of record that are not part of a larger development and that are less than three acres, the planning commission may consider allowing a building height that is less than two stories. This shall only be permitted if the proposed building is in compliance with all other building facade requirements that apply to the Mixed-Use Town Center and the applicable provisions of the Architectural Design Standards. An applicant shall also clearly demonstrate that the building(s) will advance and be consistent with the building design objectives of the Town Center District.

c. Whenever the adjacent property is zoned residential (other than multi-family), or agricultural, no buildings to be constructed within 100 feet of a periphery property line shall exceed the maximum height permitted for principal dwelling units in the adjacent zoning district(s).

d. Parking garages shall not exceed three stories or 45 feet in height. Parking garages may not access streets classified as arterial. Other accessory structures shall not exceed 25 feet in height.

10. Parking spaces required.

a. Number of parking spaces required. Unless the building is mixed use, the number of parking spaces required shall be as regulated by Chapter 4, Section XX of the Zoning Ordinance.

Mixed use buildings shall be governed by the following parking space provisions:

1. One parking space per 250 square feet of gross floor area for the first [ground] floor;

2. One parking space per 500 square feet of gross floor area for the second floor; and

3. One parking space per 750 square feet of gross floor area for the third and fourth floors.

b. Required bicycle parking. One bicycle space per 5,000 square feet of gross floor area. Bicycle racks shall be provided in desirable locations and shall be conveniently located at each building. The rack placement should not impede pedestrian movement and should not cause conflicts between bicycles and pedestrians.

c. Shared parking. Shared parking within the area identified as MUTC shall be encouraged. The parking and access easements must be identified as part of the site plan review and a plat prepared and recorded which memorializes such easements prior to the issuance of a building permit.

11. *Streetscape and Outdoor Open Space.* An active and interconnected streetscape with visually appealing and functional public spaces shall be provided and specifically addressed in the site plan submittal. Some specific design objectives are as follows:

a. Provide for pedestrian and bicycle connections between properties and connections to existing pedestrian and bicycle facilities. Provide for a development that creates a pleasant and functional pedestrian experience.

b. Encourage vehicular connections between adjoining properties.

c. Locate and orient outdoor open space (e.g., plazas, courtyards, patios, outdoor seating and benches, small park spaces or landscaped features) to provide a focal point to be actively used.

d. Provide landscape enhancements (e.g., bioswales, rain gardens, planters, flower gardens) to add visual interest, screen parking areas, and complement outdoor open spaces.

12. *Outdoor Site Lighting.* As regulated in Chapter 4, Section XIII of the Zoning Ordinance with the following additional provisions in the MUTC:

a. New exterior lighting associated with new development or re-development within the MUTC shall have a consistency.

b. Street lighting shall follow the requirements in Chapter 3, Section XXVII.K.2. of the Zoning Ordinance.

c. Parking lot lights shall have decorative posts and brackets and a decorative fixture, such as a bell shaped style fixture. The bulbs shall be contained within the fixture so that they are not visible.

d. Building mounted lights shall be decorative, such as the acorn, lantern, or bell shaped styles. The bulbs shall be contained within the fixture so that they are not visible.

e. Bollard lighting shall be permitted provided the bulbs are contained within the fixture so that they are not visible.

13. *Signage*. As regulated in the Farragut Sign Ordinance, with the following additional provisions which shall specifically govern all wall signage:

a. Box or cabinet style signs on new buildings shall not be permitted;

b. Lighting for all new wall signs shall be consistent and shall be limited to external or back lit illumination; and

c. Signage shall be consistent with the applicable provisions of the Town's Architectural Design Standards.

F-1. *Streetscape and outdoor open space.* As part of a site plan review, a context appropriate (i.e., appropriate in relation to the proposed development and its physical surroundings) and interconnected streetscape with visually appealing and functional public spaces is encouraged. Some specific design objectives would be as follows:

1. Locate and orient outdoor open space (e.g., plazas, courtyards, patios, outdoor seating and benches, small park spaces or landscaped features) to provide a focal point to be actively used.

2. Provide landscape enhancements (e.g., bioswales, rain gardens, planters, flower gardens) to add visual interest, screen parking areas, and complement outdoor open spaces.

G. *Connectivity.* Development shall provide for context appropriate (i.e., appropriate in relation to the proposed development and its physical surroundings) pedestrian and vehicular connectivity. This shall include providing connections within the property and to abutting properties, pedestrian connections into the development from the public street(s), and the construction of pedestrian facilities along the public street(s) frontages.

H. *Low Impact Development.* Development shall incorporate a minimum of one of the following Low Impact Development (LID) practices into the design:

1. Twenty-five percent of the parking lot being constructed with permeable pavers;

2. Stormwater runoff draining to rain gardens;

3. A building(s) being constructed with a vegetated roof, commonly referred to as a green roof;

4. Stormwater draining to bios wales/bioretention facilities; or

5. Rainwater being harvested for irrigation or gray water uses.

(Ord. No. 86-16, 4-1986; Ord. of 2-2006; Ord. No. 07-09, § 1, 5-10-2007; Ord. No. 07-20, §§ 1—4, 5-24-2007; Ord. No. 07-39, § 1, 1-10-2008; Ord. No. 08-01, § 1, 2-28-2008; Ord. No. 08-18, § 1, 1-8-2009; Ord. No. 11-21, § 2, 11-15-2011; Ord. No. 12-02, §§ 1, 2, 2-23-2012; Ord. No. 12-13, §§ 1, 2, 9-27-2012; Ord. No. 14-21, § 2, 1-22-2015 ; Ord. No. 15-02, §§ 1, 2, 3-26-2015; Ord. No. 16-13, §§ 1, 2, 7-28-2016; Ord. No. 16-17, § 1, 7-28-2016; Ord. No. 16-19, § 1, 7-28-2016; Ord. No. 16-25, § 1, 12-22-2016; Ord. No. 17-11 , § 1, 8-10-2017; Ord. No. 19-19 , § 3, 6-17-2019; Ord. No. 19-23 , § 1, 8-22-2019; Ord. No. 20-16 , §§ 2, 3, 9-10-2020; Ord. No. 20-25 , § 1, 1-14-2021; Ord. No. 21-03 § 1, 1-28-2021)

Editor's note(s)—Ord. No. 16-13, § 2 added subsections F—H to ch. 3, § XII. As a subsection F already existed, the added subsection F has been editorially designated as subsection F-1.

RESOLUTION PC-22-03

FARRAGUT MUNICIPAL PLANNING COMMISSION

A RESOLUTION 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 THE FARRAGUT MUNICIPAL CODE, APPENDIX A., ZONING, CHAPTER 3., SPECIFIC DISTRICT REGULATIONS, SECTION XII., GENERAL COMMERCIAL (C-1), SUBSECTION F.,9. HEIGHT REGULATIONS, TO PROVIDE FOR A CONCEPT PLAN REVIEW WHEN A BUILDING MORE THAN TWO STORIES IN HEIGHT IS PROPOSED

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 February 17, 2022;

NOW, THEREFORE, BE IT RESOLVED that the Farragut Municipal Planning Commission hereby recommends approval to the Farragut Board of Mayor and Aldermen of an ordinance, amending Ordinance 86-16, of the Farragut Zoning Ordinance, by adding Ordinance 22-03.

ADOPTED this 17th day of February 2022.

Rita Holladay

Rita Holladay, Chairman

Scott Russ, Secretary

ORDINANCE: 22-03
PREPARED BY: Shipley
REQUESTED BY: Staff
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 THE FARRAGUT MUNICIPAL CODE, APPENDIX A., ZONING, CHAPTER 3., SECTION XII., SUBSECTION F., 9. HEIGHT REGULATIONS, TO PROVIDE FOR A CONCEPT PLAN REVIEW WHEN A BUILDING MORE THAN TWO STORIES IN HEIGHT IS PROPOSED

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend Chapter 3., Section XII. F., 9., Height Regulations, of the Farragut Zoning Ordinance, Ordinance 86-16,

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, that the Farragut Zoning Ordinance, Chapter 3., Section XII. F., 9., Height Regulations, is hereby amended by replacing it in its entirety as follows:

SECTION 1.

Section XII. F., Mixed Use Town Center

9. *Height Regulations.*

   a. Unless provided for otherwise, buildings shall be a minimum of two stories in height or have the appearance, as viewed from all building elevations, of a building that is at least two stories in height. The minimum height requirement shall apply only to new buildings.

      Where a building's height is proposed to be more than two stories, a concept plan shall first be provided to visually demonstrate where the building(s) is (are) envisioned, the uses proposed in the building(s), and a clear indication of what the building(s) will look like and how it (they) will be situated within the development. The concept plan shall first be approved before a site plan is submitted. In their review of the concept plan, the Planning Commission will consider the surrounding plan of development, the relationship of the proposed building(s) to its (their) context, and the community objectives achieved with the additional height and the uses proposed therein. In no case shall a building exceed four stories in height.

   b. For existing lots of record that are not part of a larger development and that are less than three acres, the planning commission may consider allowing a building height that is less than two stories. This shall only be permitted if the proposed building is in compliance with all other building facade requirements that apply to the Mixed-Use Town Center and

the applicable provisions of the Architectural Design Standards. An applicant shall also clearly demonstrate that the building(s) will advance and be consistent with the building design objectives of the Town Center District.

c. Whenever the adjacent property is zoned residential (other than multi-family), or agricultural, no buildings to be constructed within 100 feet of a periphery property line shall exceed the maximum height permitted for principal dwelling units in the adjacent zoning district(s).

d. Parking garages shall not exceed three stories or 45 feet in height. Parking garages may not access streets classified as arterial. Other accessory structures shall not exceed 25 feet in height.

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 _____, 2022, with approval recommended.

Rita Holladay
Rita Holladay, Chairman

Scott Russ, Secretary

FARRAGUT MUNICIPAL PLANNING COMMISSION

AGENDA NUMBER V.A.3 MEETING DATE March 10, 2022

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Approval of Ordinance 22-04 on first reading, an ordinance to amend the Farragut Municipal Code, Appendix A – Zoning, Chapter 3, Section XIII., Neighborhood/Convenience Commercial (NCC), to remove apartment buildings as a residential use and require a concept plan in association with a rezoning request to NCC (Town of Farragut, Applicant)

INTRODUCTION AND BACKGROUND: During discussion with the Planning Commission, it was noted that the NCC District was adopted on June 28, 2018, as a scaled down version of the General Commercial District (C-1). It was recommended by the CLUP Steering Committee to help serve as a transitional district that would include maximum building size provisions for non-residential buildings and a focus on enhanced control over site components, such as lighting and service area and drive through facility placement, that could otherwise have a negative effect on nearby residential developments. To further enhance the neighborhood-oriented objectives of the district, the NCC provides for the opportunity to mix residential uses with non-residential uses as part of a transition area plan that would be required for any site plan submittal in the district. As currently stated, residential uses could include both detached and attached single-family dwellings and apartment buildings not to exceed a density of eight units per acre.

Prior to the creation of the NCC District, the Town's commercial districts were only traditional arterial commercial that did not include limitations on building sizes or the opportunity to mix residential with non-residential. The creation of the NCC District established not only a new commercial option but also addressed a disconnect between the Zoning Ordinance and the CLUP regarding the Mixed-Use Neighborhood (MUN) land use. The NCC provided a zoning district that would correspond to the MUN land use so that there would be a rezoning option for properties identified as being potential candidates for a mixed-use neighborhood development.

Currently, there are only two properties that are zoned NCC. One is on the west side of N. Watt Road at the Town limits and the other is the property (Swan Farm) along Kingston Pike across from Way Station Trail and to the south of Union Road. There is also a third property that was recommended for rezoning to NCC by the Planning Commission and that will be coming to the Board of Mayor and Aldermen likely for the March 24 meeting. This property is located along N. Watt Road just south of the property that is currently zoned NCC.

DISCUSSION: When reviewing the NCC District with the Planning Commission, staff explained that the current language intentionally includes a variety of housing options to specifically account for what type of residential product might appropriately transition to its surrounding context and/or within the development itself. Staff also noted that, in this district, the Planning Commission is given the authority to consider the type, placement, scale, and general arrangement of residential buildings based on the context of the surrounding area and the plan proposed by the applicant during the evaluation process. This review, however, would currently take place after the property has been zoned to NCC.

The request to remove apartment buildings as a residential use in the NCC District and require a concept plan in association with a rezoning was also initiated by Vice Mayor Povlin and presented as a workshop item to the Board of Mayor and Aldermen at their meeting on December 9, 2021. The Board was in support of both amendments and asked staff to prepare language to present to the Planning Commission for their recommendation.

Based on feedback provided by the Planning Commission, staff presented Ordinance 22-04 to the Planning Commission for their recommendation at the February 17, 2022, meeting. The Planning Commission unanimously recommended approval of Ordinance 22-04. Community Development Director, Mark Shipley, recommends approval of Ordinance 22-04 on first reading.

BOARD ACTION:

MOTION BY:_____ SECONDED BY:_____

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

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

A. *General description.* This district is intended for small to medium commercial sites and areas located near existing or developing residential neighborhoods. The emphasis of the district is on uses which provide goods and services to nearby residential areas. Uses are intentionally limited in size and intensity to promote a local market orientation and to limit adverse impacts on nearby residential areas. Development is expected to be predominantly auto accommodating, except where the site is well connected to surrounding residential areas by pedestrian and bicycle facilities.

B. *Application of the district.*

1. Since the NCC District provides for the opportunity to mix residential and non-residential uses, any application for rezoning to NCC shall include a Concept Layout Plan that clearly addresses the plan of development for the proposed rezoning area, including but not limited to; the envisioned location of all proposed permitted uses and structures, transportation networks, public and private open-space areas, and environmentally sensitive areas. The plan shall be prepared by a Tennessee licensed engineer or landscape architect, and/or a physical planner with comparable education, background, and experience. At a minimum, the concept plan shall be prepared at a scale of not less than 1" = 100', laid-out for printing on sheets of 24 inches by 36 inches, and shall include the following information:

    a. A title block which specifically indicates that this plan is for rezoning application purposes and contains "conceptual information" which is "not intended for construction purposes."

    b. Location map, property address(s), tax map and parcel number(s), graphic scale, approximate north arrow, map legend, and preparation and revision date information.

    c. The names, addresses, and contact information for the property owners, representatives, and professionals involved in the plan. The professional seal of the individual principally responsible for preparing the plan shall also be affixed.

    d. Property boundaries, acreage of the property in question, existing zoning, the approximate location of existing utilities expected to service the property and an indication of their availability and capacity to do so, and the locations and widths of any rights-of-way providing access to the property.

    e. Sufficient information on the existing development within 150 feet from the boundaries of the subject property to indicate their relationships with the proposed development related to land uses, lot lines, open space corridors, vehicular and pedestrian circulation systems, environmentally sensitive areas, and other unique natural features of the landscape.

    f. Site topography (KGIS), the general locations and acreage of tree covered areas, and the approximate location and extent of all other environmentally sensitive areas on the site including but not limited to springs, streams, water courses, identified floodplains and flood hazard areas, wetlands, slopes more than fifteen (15) percent, surface depressions, sinkholes and caves, and known endangered species habitat.

    g. The envisioned uses and the general location and scale of proposed buildings and residential building envelopes, along with the proposed residential density of the overall development. For purposes of calculating the residential density, the concept plan shall establish the portion of the development devoted to residential uses. This shall also include vertical mixed-use buildings with residential on the non-ground floor. Remaining land areas that are not devoted to residential uses shall not be included in the area used to calculate the residential density. The proposed delineation of the residential portion of the property will be evaluated by the planning commission as to whether the limits are logical and appropriate.

h. The general location of proposed outdoor open-space areas and streetscaping.

i. The type and location of proposed transition areas.

j. The proposed location of streets, sidewalks, and shared-use paths and how these proposed transportation elements will be connected to both the existing transportation systems and adjacent properties. The location and distances between any existing intersecting roadways and driveways and those being proposed shall also be shown.

k. A signed statement by the owner/applicant that they are aware of the Town's development requirements and standards and that they will be required to meet all applicable standards during development.

2. It is understood that a Concept Layout Plan is based on readily available information and that some modifications are possible as more detailed evaluation is completed. Since a rezoning to the NCC requires a Concept Layout Plan namely to establish the general type and location of envisioned uses, should changes be necessary to the Concept Layout Plan as more detailed analyses are conducted, it is necessary to establish what would constitute a major vs. a minor change. Major changes, as identified during the review process, shall require a re-review and approval from the Board of Mayor and Aldermen and would include the following:

   a. The type, scale, and/or mixture of buildings and/or uses substantially differs from the Concept Layout Plan that was provided for the rezoning.

   Minor changes are those that would generally be associated with the site plan review process and adherence to the applicable provisions of the NCC District and that would not functionally alter the general scale, distribution and/or type of buildings and/or uses within the development. These changes may be approved by the Planning Commission as part of the site plan review process and would not be required to have additional review and approval from the Board of Mayor and Aldermen.

3. Consistent with the foregoing distinction between major changes and minor changes to the Concept Layout Plan, an initial rezoning to NCC by the Farragut Board of Mayor and Aldermen is conditioned upon there being no major changes to the Concept Layout Plan before the approval by the Planning Commission of the site plan for the proposed development. In the event major changes, as defined herein, to the Concept Layout Plan or the site plan are proposed after the conditional rezoning of the property by the Farragut Board of Mayor and Aldermen, then the proposed major changes must be submitted for approval by the Farragut Board of Mayor and Aldermen.

   When a major change to a Concept Layout Plan or a site plan, based thereon, has not been approved by the Farragut Board of Mayor and Aldermen, then the condition precedent to the rezoning to NCC has not occurred. Thus, the rezoning to NCC has not been accomplished.

~~B~~C. *Permitted principal and accessory uses and structures.* Unless provided for elsewhere in this section, property and structures located in the Neighborhood/Convenience Commercial District shall be used only for the following purposes and in accordance with all applicable requirements:

1. Generally recognized retail sales. This excludes all outdoor sales or storage (unless part of an approved Farmers Market or similar seasonal retail pedestrian-oriented use), petroleum product fuel centers, and any "big box" entities where the total gross square footage exceeds 25,000 square feet.

2. Personal and professional services.

3. Financial and real estate services.

4. Restaurants, tea rooms, cafes, coffee houses, bistros, or other similar establishments serving food or beverage that is primarily consumed within the principal building or in designated outdoor seating areas associated with the principal building.

5. The retail sale of alcoholic beverages, as provided for in the Farragut Municipal Code.
6. Bed and breakfasts/inns.
7. Day care facilities.
8. Veterinary facilities (indoor facilities only).
9. Schools, public and private.
10. Public, governmental, and general offices.
11. Cultural activities.
12. Parks and community facilities.
13. Churches and other places of worship
14. Utility uses. This excludes substations and telecommunication towers. These utility uses shall not be permitted.
15. Residential uses, including both detached and attached single family dwellings, ~~and apartment buildings~~ not to exceed eight-units per acre for the portion of the development devoted to residential uses and provided they are developed as part of a transition area in this district; and/or residential units in mixed-use buildings provided they are not located on the ground floor.
16. Permitted uses that may include drive-through facilities. A drive-through may be permitted for any of the uses permitted in this zoning district provided the following criteria are satisfied:
    a. The drive-through is oriented so that stacking lanes do not extend across the front of the building;
    b. Stacking lanes shall be separated from parking lots by landscaped raised islands or landscaped bioretention areas;
    c. If a menu board is used, the following criteria shall be satisfied:
        1) The menu board and any associated apparatus shall be architecturally compatible with the principal building;
        2) The area around the menu board and any associated apparatus shall be landscaped and screened so that, throughout the year, they are not visible from adjacent properties that are zoned residential and/or public rights-of-ways;
        3) The screening plan for such menu board and associated apparatus shall be reviewed as part of the site and landscape plan review with the applicable standards in the Architectural Design Standards (ADS) also being applied.
        4) Menu board signage shall comply with the requirements in the Farragut Sign Ordinance.
    d. The entrance and exit to the drive-through leads to a parking area or service drive. The drive-through lane shall not be directly connected to a public street; and
    e. The design shall minimize vehicle/pedestrian conflicts. The drive-through lane shall not separate parking lots from rear building pedestrian access doors or other pedestrian access ways. Pedestrian routes shall be well delineated and provide direct access from public streets and sidewalks and parking lots to building entrances.
17. Brewpub, provided the following development criteria are met:

1. All manufacturing, processing, packaging, and distribution equipment shall be maintained within completely enclosed structures. All related storage shall also be contained completely within enclosed structures.

2. Loading areas in a newly constructed facility shall be screened with opaque materials and shall not be visible from adjacent rights-of-way or residential districts. Such screening shall be architecturally compatible with the building.

3. For adaptive reuse of existing buildings, newly constructed loading areas should be located to minimize impacts on surrounding rights-of-way and residential areas and screened to the extent feasible. Existing loading areas should be screened to the extent feasible from view from rights-of-way or any adjacent residential district.

4. The use is conditioned upon obtaining necessary permits from the Town of Farragut Beer Board.

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

1. The maximum footprint area for a single-use freestanding building shall be 25,000 square feet.

2. The maximum footprint area for a single multi-use/shopping center building shall be 50,000 square feet with no individual use exceeding 50 percent of the total footprint area of the entire multi-use/shopping center building.

3. Where an abutting property is zoned for detached single family residential development the maximum footprint area for any non-residential building proposed within 75 feet of a peripheral side or rear property line shall be limited to 5,000 square feet. This maximum footprint area may be increased to 7,500 square feet where the abutting property is zoned for attached single family or two family residential development.

4. Where the property located on the opposite side of an abutting public street is zoned residential, the maximum footprint area for any non-residential building proposed within 75 feet of a peripheral front property line shall be 5,000 square feet where said street is classified as a local street on the Town's Major Road Plan; and 7,500 square feet where said street is classified as a collector.

5. No principal building shall exceed 2½ stories or 35 feet in height. No accessory structure shall exceed 15 feet in height, except as provided for elsewhere in this section.

~~D~~.E. *Area regulations.*

1. *Setback requirements.*

a. *Front yard.* All structures, including parking lots, shall be set back a minimum of 20 feet from the nearest point of any public right-of-way. This excludes signage (which would be subject to the provisions in the sign ordinance), detention basin structures (if associated with a low impact development measure), and/or non-roofed structures that provide for pedestrian engagement with the public street (such as outdoor patios, pedestrian facilities, sitting areas, public art). With the exception of linear pedestrian facilities that connect to similar facilities in the right-of-way, no structures shall encroach into the public right-of-way and/or platted utility easements. Service areas and their associated structures (e.g., dumpsters, loading areas, utility buildings) shall be located to the side or rear of a building to minimize visual impacts from the street and foster a more pedestrian friendly streetscape.

b. *Side and rear yards.* Unless provided for otherwise in this section, where an adjacent property is zoned residential, all principal buildings that are positioned along a side or rear property line shall

be set back a minimum of 25 feet from the nearest side or rear property line(s). Where an adjacent property is zoned non-residential, all structures shall be set back a minimum of ten feet from the nearest side or rear property line(s).

c. *Accessory structures.* Unless specified otherwise in this section, where an adjacent property is zoned residential, all accessory structures, excluding fences, pedestrian facilities, signage, and structures associated with low impact development stormwater measures, shall be set back a minimum of 25 feet from the nearest side or rear property line.

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

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

2. *Transition areas.*

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

a. Unless specified otherwise in this section, where an abutting property is zoned residential, a transition area of at least 25 feet in width shall be provided. The intent of a transition area is to provide for a visually appealing interface to an abutting residential area that will serve to establish protection for but also context appropriate integration with the surrounding area and plan of development. Transition areas shall accommodate the connectivity requirements of this district. This will result in some modest breaks in the transition element. As provided for in this district, transition areas shall include, at a minimum, any one of the following or a combination thereof:

1) A landscaped low impact development stormwater management area, such as a rain garden(s), bioswale(s), or naturalized areas with existing and/or new tree plantings that, in total, consume the full depth of the transition area. At a minimum, such an area shall include a plant unit count that equals the count required for a 25-foot buffer strip, as provided for in chapter 4 of this section. Under this option, the arrangement of plant material may include more flexibility than a traditional buffer strip planting, provided this arrangement best promotes the intended stormwater function of the low impact development measure(s);

2) A heavily landscaped pocket park area designed for passive use and that is approved as part of a site and landscape plan as an equivalent to other natural transition measures provided for in this subsection. Such area could serve as a shared amenity between a use in this district and an abutting residential neighborhood;

3) A traditional planted buffer strip area that complies with the 25-foot buffer strip plantings provided for in chapter 4 of this section;

4) An existing tree covered area that consumes largely the full depth of the transition area and where the existing tree count within such area clearly exceeds the plant unit count and minimum tree sizes for a 25-foot buffer strip per 100 linear feet;

5) Integrated planned residential development. Residential development may be proposed as a transitional element within a larger overall development plan. The type, placement, scale,

and general arrangement of residential building(s) shall be evaluated as provided for in the Transition Area Plan required for this zoning district. The planning commission shall consider both the context of the surrounding area and the plan proposed by the applicant during the evaluation process. Proposed residential building envelopes shall be shown on all concept and final site plans, and platted as part of any final subdivision plat. Appropriate legal documentation shall also be provided for review, and recorded to assure that all present and future owners are appropriately bound to the approved development plan.

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

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

3. *Maximum lot coverage.* Total lot coverage: 60 percent

4. *Land area.* The minimum lot size for a Neighborhood/Convenience Commercial district zone shall be one acre.

~~E~~.F. *Streetscape and outdoor open space.* As part of a site plan review, a context appropriate active and interconnected streetscape with visually appealing and functional public spaces is encouraged. Some specific design objectives would be as follows:

1. Locate and orient outdoor open space (e.g., plazas, courtyards, patios, outdoor seating and benches, small park spaces or landscaped features) to provide a focal point to be actively used.

2. Provide landscape enhancements (e.g., bioswales, rain gardens, planters, flower gardens) to add visual interest, screen parking areas, and complement outdoor open spaces.

~~F~~.G. *Connectivity.* Development shall provide for context appropriate pedestrian and vehicular connectivity. This shall include providing connections within the property and to abutting properties, pedestrian connections into the development from the public street(s), and the construction of pedestrian facilities along the public street(s) frontages.

~~G~~.H. *Low Impact Development.* In terms of stormwater management for new developments, at least 25 percent of the development's total area shall be designed so that its runoff will be accommodated through Low Impact Development (LID) measures which would rely on infiltration, evapotranspiration, or capture/reuse of stormwater runoff. Such measures may include, but are not limited to, permeable pavers, rain gardens, bioswales, vegetated roofs, rainwater capture systems and/or a combination thereof. The use of LID measures to meet this requirement shall be demonstrated on the drainage plan and in the drainage calculations for the development and the applicable LID measures specified as part of the site and landscape plan submittals.

~~H~~.I. *Parking.* Parking, as regulated in chapter 4.

~~I~~.J. *Lighting.* Lighting, as regulated in chapter 4; except that the maximum number of footcandles permitted at the property line shall be reduced to 0.0 where a use/development is located adjacent to property that is zoned residential.

(Ord. No. 18-03, § 1, 6-28-2018; Ord. No. 20-16 , § 4, 9-10-2020)

Editor's note(s)—Ord. No. 18-07 , § 1, adopted June 28, 2018, repealed the former Sec. III, and enacted a new Sec. III as set out herein. The former Sec. III pertained to General Commercial Storage District (CS-1) and derived from Ord. No. 07-22, § 1, 6-28-2007.

RESOLUTION PC-22-04

FARRAGUT MUNICIPAL PLANNING COMMISSION

A RESOLUTION 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 THE FARRAGUT MUNICIPAL CODE, APPENDIX A., ZONING, CHAPTER 3., SPECIFIC DISTRICT REGULATIONS, SECTION XIII., NEIGHBORHOOD/CONVENIENCE COMMERCIAL (NCC), TO REMOVE APARTMENT BUILDINGS AS A RESIDENTIAL USE AND REQUIRE A CONCEPT PLAN IN ASSOCIATION WITH A REZONING REQUEST TO NCC

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 February 17, 2022;

NOW, THEREFORE, BE IT RESOLVED that the Farragut Municipal Planning Commission hereby recommends approval to the Farragut Board of Mayor and Aldermen of an ordinance, amending Ordinance 86-16, of the Farragut Zoning Ordinance, by adding Ordinance 22-04.

ADOPTED this 17th day of February 2022.

Rita Holladay

Rita Holladay, Chairman

Scott Russ, Secretary

ORDINANCE: 22-04
PREPARED BY: Shipley
REQUESTED BY: Staff
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 THE FARRAGUT MUNICIPAL CODE, APPENDIX A., ZONING, CHAPTER 3., SECTION XIII., NEIGHBORHOOD/CONVENIENCE COMMERCIAL (NCC), TO REMOVE APARTMENT BUILDINGS AS A RESIDENTIAL USE AND REQUIRE A CONCEPT PLAN IN ASSOCIATION WITH A REZONING REQUEST TO NCC

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend the Farragut Municipal Code, Appendix A., Zoning, Chapter 3., Section XIII., Neighborhood/Convenience Commercial (NCC), to remove apartment buildings as a residential use and require a concept plan in association with a rezoning request to NCC,

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, that the Farragut Zoning Ordinance, Chapter 3., Section XIII., Neighborhood/Convenience Commercial (NCC), is hereby amended by replacing it in its entirety as follows:

SECTION 1.

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

A. *General description.* This district is intended for small to medium commercial sites and areas located near existing or developing residential neighborhoods. The emphasis of the district is on uses which provide goods and services to nearby residential areas. Uses are intentionally limited in size and intensity to promote a local market orientation and to limit adverse impacts on nearby residential areas. Development is expected to be predominantly auto accommodating, except where the site is well connected to surrounding residential areas by pedestrian and bicycle facilities.

B. *Application of the district.*

1. Since the NCC District provides for the opportunity to mix residential and non-residential uses, any application for rezoning to NCC shall include a Concept Layout Plan that clearly addresses the plan of development for the proposed rezoning area, including but not limited to; the envisioned location of all proposed permitted uses and structures, transportation networks, public and private open-space areas, and environmentally sensitive areas. The plan shall be prepared by a Tennessee licensed engineer or

landscape architect, and/or a physical planner with comparable education, background, and experience. At a minimum, the concept plan shall be prepared at a scale of not less than 1" = 100', laid-out for printing on sheets of 24 inches by 36 inches, and shall include the following information:

a. A title block which specifically indicates that this plan is for rezoning application purposes and contains "conceptual information" which is "not intended for construction purposes."

b. Location map, property address(s), tax map and parcel number(s), graphic scale, approximate north arrow, map legend, and preparation and revision date information.

c. The names, addresses, and contact information for the property owners, representatives, and professionals involved in the plan. The professional seal of the individual principally responsible for preparing the plan shall also be affixed.

d. Property boundaries, acreage of the property in question, existing zoning, the approximate location of existing utilities expected to service the property and an indication of their availability and capacity to do so, and the locations and widths of any rights-of-way providing access to the property.

e. Sufficient information on the existing development within 150 feet from the boundaries of the subject property to indicate their relationships with the proposed development related to land uses, lot lines, open space corridors, vehicular and pedestrian circulation systems, environmentally sensitive areas, and other unique natural features of the landscape.

f. Site topography (KGIS), the general locations and acreage of tree covered areas, and the approximate location and extent of all other environmentally sensitive areas on the site including but not limited to springs, streams, water courses, identified floodplains and flood hazard areas, wetlands, slopes more than fifteen (15) percent, surface depressions, sinkholes and caves, and known endangered species habitat.

g. The envisioned uses and the general location and scale of proposed buildings and residential building envelopes, along with the proposed residential density of the overall development. For purposes of calculating the residential density, the concept plan shall establish the portion of the development devoted to residential uses. This shall also include vertical mixed-use buildings with residential on the non-ground floor. Remaining land areas that are not devoted to residential uses shall not be included in the area used to calculate the residential density. The proposed delineation of the residential portion of the property will be evaluated by the planning commission as to whether the limits are logical and appropriate.

h. The general location of proposed outdoor open-space areas and streetscaping.

i. The type and location of proposed transition areas.

j. The proposed location of streets, sidewalks, and shared-use paths and how these proposed transportation elements will be connected to both the existing

transportation systems and adjacent properties. The location and distances between any existing intersecting roadways and driveways and those being proposed shall also be shown.

k. A signed statement by the owner/applicant that they are aware of the Town's development requirements and standards and that they will be required to meet all applicable standards during development.

2. It is understood that a Concept Layout Plan is based on readily available information and that some modifications are possible as more detailed evaluation is completed. Since a rezoning to the NCC requires a Concept Layout Plan namely to establish the general type and location of envisioned uses, should changes be necessary to the Concept Layout Plan as more detailed analyses are conducted, it is necessary to establish what would constitute a major vs. a minor change. Major changes, as identified during the review process, shall require a re-review and approval from the Board of Mayor and Aldermen and would include the following:

   a. The type, scale, and/or mixture of buildings and/or uses substantially differs from the Concept Layout Plan that was provided for the rezoning.

   Minor changes are those that would generally be associated with the site plan review process and adherence to the applicable provisions of the NCC District and that would not functionally alter the general scale, distribution and/or type of buildings and/or uses within the development. These changes may be approved by the Planning Commission as part of the site plan review process and would not be required to have additional review and approval from the Board of Mayor and Aldermen.

3. Consistent with the foregoing distinction between major changes and minor changes to the Concept Layout Plan, an initial rezoning to NCC by the Farragut Board of Mayor and Aldermen is conditioned upon there being no major changes to the Concept Layout Plan before the approval by the Planning Commission of the site plan for the proposed development. In the event major changes, as defined herein, to the Concept Layout Plan or the site plan are proposed after the conditional rezoning of the property by the Farragut Board of Mayor and Aldermen, then the proposed major changes must be submitted for approval by the Farragut Board of Mayor and Aldermen.

   When a major change to a Concept Layout Plan or a site plan, based thereon, has not been approved by the Farragut Board of Mayor and Aldermen, then the condition precedent to the rezoning to NCC has not occurred. Thus, the rezoning to NCC has not been accomplished.

C. *Permitted principal and accessory uses and structures.* Unless provided for elsewhere in this section, property and structures located in the Neighborhood/Convenience Commercial District shall be used only for the following purposes and in accordance with all applicable requirements:

1. Generally recognized retail sales. This excludes all outdoor sales or storage (unless part of an approved Farmers Market or similar seasonal retail pedestrian-oriented use), petroleum product fuel centers, and any "big box" entities where the total gross square footage exceeds 25,000 square feet.

2. Personal and professional services.
3. Financial and real estate services.
4. Restaurants, tea rooms, cafes, coffee houses, bistros, or other similar establishments serving food or beverage that is primarily consumed within the principal building or in designated outdoor seating areas associated with the principal building.
5. The retail sale of alcoholic beverages, as provided for in the Farragut Municipal Code.
6. Bed and breakfasts/inns.
7. Day care facilities.
8. Veterinary facilities (indoor facilities only).
9. Schools, public and private.
10. Public, governmental, and general offices.
11. Cultural activities.
12. Parks and community facilities.
13. Churches and other places of worship
14. Utility uses. This excludes substations and telecommunication towers. These utility uses shall not be permitted.
15. Residential uses, including both detached and attached single family dwellings, not to exceed eight-units per acre for the portion of the development devoted to residential uses and provided they are developed as part of a transition area in this district; and/or residential units in mixed-use buildings provided they are not located on the ground floor.
16. Permitted uses that may include drive-through facilities. A drive-through may be permitted for any of the uses permitted in this zoning district provided the following criteria are satisfied:
    a. The drive-through is oriented so that stacking lanes do not extend across the front of the building;
    b. Stacking lanes shall be separated from parking lots by landscaped raised islands or landscaped bioretention areas;
    c. If a menu board is used, the following criteria shall be satisfied:
        1) The menu board and any associated apparatus shall be architecturally compatible with the principal building;
        2) The area around the menu board and any associated apparatus shall be landscaped and screened so that, throughout the year, they are not visible from adjacent properties that are zoned residential and/or public rights-of-ways;

3) The screening plan for such menu board and associated apparatus shall be reviewed as part of the site and landscape plan review with the applicable standards in the Architectural Design Standards (ADS) also being applied.

4) Menu board signage shall comply with the requirements in the Farragut Sign Ordinance.

d. The entrance and exit to the drive-through leads to a parking area or service drive. The drive-through lane shall not be directly connected to a public street; and

e. The design shall minimize vehicle/pedestrian conflicts. The drive-through lane shall not separate parking lots from rear building pedestrian access doors or other pedestrian access ways. Pedestrian routes shall be well delineated and provide direct access from public streets and sidewalks and parking lots to building entrances.

17. Brewpub, provided the following development criteria are met:

a. All manufacturing, processing, packaging, and distribution equipment shall be maintained within completely enclosed structures. All related storage shall also be contained completely within enclosed structures.
b. Loading areas in a newly constructed facility shall be screened with opaque materials and shall not be visible from adjacent rights-of-way or residential districts. Such screening shall be architecturally compatible with the building.
c. For adaptive reuse of existing buildings, newly constructed loading areas should be located to minimize impacts on surrounding rights-of-way and residential areas and screened to the extent feasible. Existing loading areas should be screened to the extent feasible from view from rights-of-way or any adjacent residential district.
d. The use is conditioned upon obtaining necessary permits from the Town of Farragut Beer Board.

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

1. The maximum footprint area for a single-use freestanding building shall be 25,000 square feet.

2. The maximum footprint area for a single multi-use/shopping center building shall be 50,000 square feet with no individual use exceeding 50 percent of the total footprint area of the entire multi-use/shopping center building.

3. Where an abutting property is zoned for detached single family residential development the maximum footprint area for any non-residential building proposed within 75 feet of a peripheral side or rear property line shall be limited to 5,000 square feet. This maximum footprint area may be increased to 7,500 square feet where the abutting property is zoned for attached single family or two family residential development.

4. Where the property located on the opposite side of an abutting public street is zoned residential, the maximum footprint area for any non-residential building proposed within 75 feet of a peripheral front property line shall be 5,000 square feet where said street is classified as a local street on the Town's Major Road Plan; and 7,500 square feet where said street is classified as a collector.

5. No principal building shall exceed 2½ stories or 35 feet in height. No accessory structure shall exceed 15 feet in height, except as provided for elsewhere in this section.

E. *Area regulations.*

1. *Setback requirements.*

a. *Front yard.* All structures, including parking lots, shall be set back a minimum of 20 feet from the nearest point of any public right-of-way. This excludes signage (which would be subject to the provisions in the sign ordinance), detention basin structures (if associated with a low impact development measure), and/or non-roofed structures that provide for pedestrian engagement with the public street (such as outdoor patios, pedestrian facilities, sitting areas, public art). With the exception of linear pedestrian facilities that connect to similar facilities in the right-of-way, no structures shall encroach into the public right-of-way and/or platted utility easements. Service areas and their associated structures (e.g., dumpsters, loading areas, utility buildings) shall be located to the side or rear of a building to minimize visual impacts from the street and foster a more pedestrian friendly streetscape.

b. *Side and rear yards.* Unless provided for otherwise in this section, where an adjacent property is zoned residential, all principal buildings that are positioned along a side or rear property line shall be set back a minimum of 25 feet from the nearest side or rear property line(s). Where an adjacent property is zoned non-residential, all structures shall be set back a minimum of ten feet from the nearest side or rear property line(s).

c. *Accessory structures.* Unless specified otherwise in this section, where an adjacent property is zoned residential, all accessory structures, excluding fences, pedestrian facilities, signage, and structures associated with low impact development stormwater measures, shall be set back a minimum of 25 feet from the nearest side or rear property line.

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

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

2. *Transition areas.*

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

a. Unless specified otherwise in this section, where an abutting property is zoned residential, a transition area of at least 25 feet in width shall be provided. The intent of a transition area is to provide for a visually appealing interface to an abutting residential area that will serve to establish protection for but also context appropriate integration with the surrounding area and plan of development. Transition areas shall accommodate the connectivity requirements of this district. This will result in some modest breaks in the transition element. As provided for in this district, transition areas shall include, at a minimum, any one of the following or a combination thereof:

    1) A landscaped low impact development stormwater management area, such as a rain garden(s), bioswale(s), or naturalized areas with existing and/or new tree plantings that, in total, consume the full depth of the transition area. At a minimum, such an area shall include a plant unit count that equals the count required for a 25-foot buffer strip, as provided for in chapter 4 of this section. Under this option, the arrangement of plant material may include more flexibility than a traditional buffer strip planting, provided this arrangement best promotes the intended stormwater function of the low impact development measure(s);

    2) A heavily landscaped pocket park area designed for passive use and that is approved as part of a site and landscape plan as an equivalent to other natural transition measures provided for in this subsection. Such area could serve as a shared amenity between a use in this district and an abutting residential neighborhood;

    3) A traditional planted buffer strip area that complies with the 25-foot buffer strip plantings provided for in chapter 4 of this section;

    4) An existing tree covered area that consumes largely the full depth of the transition area and where the existing tree count within such area clearly exceeds the plant unit count and minimum tree sizes for a 25-foot buffer strip per 100 linear feet;

    5) Integrated planned residential development. Residential development may be proposed as a transitional element within a larger overall development plan. The type, placement, scale, and general arrangement of residential building(s) shall be evaluated as provided for in the Transition Area Plan required for this zoning district. The planning commission shall consider both the context of the surrounding area and the plan proposed by the applicant during the evaluation process. Proposed residential building envelopes shall be shown on all concept and final site plans and platted as part of any final subdivision plat. Appropriate legal documentation shall also be provided for review and recorded to assure that all present and future owners are appropriately bound to the approved development plan.

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

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

3. *Maximum lot coverage.* Total lot coverage: 60 percent

4. *Land area.* The minimum lot size for a Neighborhood/Convenience Commercial district zone shall be one acre.

F. *Streetscape and outdoor open space.* As part of a site plan review, a context appropriate active and interconnected streetscape with visually appealing and functional public spaces is encouraged. Some specific design objectives would be as follows:

1. Locate and orient outdoor open space (e.g., plazas, courtyards, patios, outdoor seating and benches, small park spaces or landscaped features) to provide a focal point to be actively used.

2. Provide landscape enhancements (e.g., bioswales, rain gardens, planters, flower gardens) to add visual interest, screen parking areas, and complement outdoor open spaces.

G. *Connectivity.* Development shall provide for context appropriate pedestrian and vehicular connectivity. This shall include providing connections within the property and to abutting properties, pedestrian connections into the development from the public street(s), and the construction of pedestrian facilities along the public street(s) frontages.

H. *Low Impact Development.* In terms of stormwater management for new developments, at least 25 percent of the development's total area shall be designed so that its runoff will be accommodated through Low Impact Development (LID) measures which would rely on infiltration, evapotranspiration, or capture/reuse of stormwater runoff. Such measures may include, but are not limited to, permeable pavers, rain gardens, bioswales, vegetated roofs, rainwater capture systems and/or a combination thereof. The use of LID measures to meet

this requirement shall be demonstrated on the drainage plan and in the drainage calculations for the development and the applicable LID measures specified as part of the site and landscape plan submittals.

I. *Parking.* Parking, as regulated in chapter 4.

J. *Lighting.* Lighting, as regulated in chapter 4; except that the maximum number of footcandles permitted at the property line shall be reduced to 0.0 where a use/development is located adjacent to property that is zoned residential.

SECTION 2.

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

_____
Ron Williams, Mayor

_____
Allison Myers, Town Recorder

Certified to the Farragut Board of Mayor and Aldermen this _____ day of _____, 2022, with approval recommended.

Rita Holladay
Rita Holladay, Chairman

Scott Russ, Secretary

FARRAGUT MUNICIPAL PLANNING COMMISSION

AGENDA NUMBER V.A.4 MEETING DATE March 10, 2022

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Approval of Ordinance 22-05 on first reading, an ordinance to amend the Farragut Municipal Code, Appendix A – Zoning, Chapter 3, Section XXVI., Planned Commercial Development (PCD), to clarify that uses permitted in the General Commercial or Office zoning districts "may" rather than "shall" be permitted as part of a development plan submitted for a rezoning request to PCD (Town of Farragut, Applicant)

INTRODUCTION AND BACKGROUND: During discussion with the Planning Commission, staff noted that this amendment request was initiated by Vice Mayor Povlin and presented as a workshop item to the Board of Mayor and Aldermen at their meeting on December 9, 2021. The PCD District currently allows any use permitted in the General Commercial (C-1) or Office Zoning Districts (O-1, O-1-3, and O-1-5). The requested amendment provides for more review and approval control regarding the uses allowed as part of a PCD project. The required concept plan would establish what uses would be appropriate, as ultimately stipulated by the Board of Mayor and Aldermen through the rezoning process. As reflected in Ordinance 22-05, uses permitted in the General Commercial or Office zoning districts "may" rather than "shall" be permitted.

DISCUSSION: At their meeting on February 17, 2022, the Planning Commission unanimously recommended approval of Ordinance 22-05. Community Development Director, Mark Shipley, recommends approval of Ordinance 22-05 on first reading.

BOARD ACTION:

MOTION BY:_____ SECONDED BY:_____

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

Sec. XXVI. Planned commercial development district (PCD).

A. *General description.* The planned commercial development district (PCD) is established to encourage creative and resourceful projects for interrelated commercial, office and residential uses unified by a Development Plan. The PCD district is intended to provide for variety and flexibility in design necessary to implement integrated planned development projects. It is intended that the PCD district be established along streets having a designated classification of arterial on the Farragut Major Road Plan or a street which directly accesses a street having a designated classification of arterial on the Farragut Major Road Plan.

B. *Objectives.* The Planned Commercial Development District (PCD) shall have the following characteristics:

1. *Open space.* Encourage ingenuity, creativity, and resourcefulness in land planning techniques by developing functional common open spaces. Locate and orient outdoor open spaces (e.g. plazas, courtyards, patios, outdoor seating and benches, small park spaces or landscaped features) to provide focal points to be actively used. Provide landscape enhancements (e.g., bioswales, rain gardens, planters, flower gardens) to add visual interest, screen parking areas, and complement outdoor open spaces.

2. *Sense of place.* Allow the design of commercial, office and residential developments that are architecturally and environmentally innovative and that achieve more efficient use of land than is possible through the application of conventional zoning and subdivision standards.

3. *Protection of natural resources.* Ensure the conservation of the natural environment including trees, floodplains, sinkholes, wetlands, springs, streams, wet weather conveyances, endangered species habitat, steep slopes, rock formations, other unique topographic features, and historic features per federal, state, and the Town of Farragut's laws and/or ordinances. Protect geological resources such as groundwater, soils, and drainage areas.

4. *Efficient and innovative land use practices.* Encourage efficient and innovative use of land, street networks, utility locations, and parking. In terms of stormwater management for new developments, at least twenty-five (25) percent of the development's total area shall be designed so that its runoff will be accommodated through Low Impact Development (LID) measures which would rely on infiltration, evapotranspiration, or capture/reuse of stormwater runoff. Such measures may include, but are not limited to, permeable pavers, rain gardens, bioswales, vegetated roofs, rainwater capture systems and/or a combination thereof. The use of LID measures to meet this requirement shall be demonstrated on the drainage plan and in the drainage calculations for the development and the applicable LID measures specified as part of the site and landscape plan submittals.

5. *Connectivity.* Provide for context appropriate (i.e., appropriate in relation to the proposed development and its physical surroundings) pedestrian and vehicular connectivity. This shall include providing connections within the property and to abutting properties pedestrian connections into the development from the public street(s), and the construction of pedestrian facilities along the public street(s) frontages.

6. *Compatibility and consistency.* Maintain compatibility with nearby development and consistency with the Farragut Comprehensive Land Use Plan Update, Pedestrian and Bicycle Plan, and all other adopted plans and ordinances of the Town of Farragut and any subsequent amendments.

C. *Minimum standards.*

1. *Land uses.*

a. Unless otherwise prohibited through the approved Development Plan, any use permitted within the general commercial and office districts ~~shall~~ may be allowed within the PCD district. Residential and mixed use may also be permitted as part of the Development Plan. Where a

property is zoned PCD and is shown to be within the area identified as Mixed Use Town Center (MUTC) on the Future Land Use Map, the use ~~shall~~ may be permitted and comply as established in Chapter 3, Section XII.F.;

b. Uses within a PCD that are automobile oriented, such as fuel centers, drive-throughs, automobile services, retail rental and leasing of automobiles, etc., shall be arranged so that they are situated internal to the development;

c. The total land area of the PCD shall be designed as a planned development and, for the purposes of building and parking lot setbacks and landscaping requirements, shall be treated as a single parcel/lot;

d. The development shall be designed in a manner that ensures compatibility with adjacent land uses; and

e. Traffic circulation shall not route traffic through adjacent residential areas.

2. *General conditions.* By acceptance of approval of the PCD zoning, the applicant agrees to the conditions set forth in this section as part of such approval. As part of the approval of the PCD district, the town may require the following:

a. Rearrangement of structures, open space, driveways, and parking areas;

b. Modification of density, setbacks, and buffering; and

c. Limitation of specific commercial uses.

3. *Area regulations.*

a. *Front yard.*

1) Unless provided for elsewhere in this ordinance or the [Farragut] Municipal Code, all structures shall be set back from the nearest point of any right-of-way a minimum of 20 feet;

2) If the street is classified as a local street on the Major Road Plan and is constructed as part of the approved Development Plan, all buildings shall be set back from the nearest point of any right-of-way a minimum of ten feet;

3) Driveway aisles, access ways, parking lots, and other vehicular ways shall be set back a minimum of 20 feet from all public rights-of-way and a perimeter parkway shall be maintained;

4) In order to minimize the visual impact of surface parking, where parking is situated between a building and a street or is parallel with a building along a street, a berm shall be constructed or landscaping shall be planted so as to limit the viewability of the parking lot from the street. A minimum of 60 percent of the total parking lot length adjacent to the front property line shall be screened from view with a berm or landscaping.

b. *Peripheral side and rear property lines.* All buildings shall be set back a minimum of 35 feet from all peripheral side and rear property lines, except as provided for elsewhere in this ordinance or the [Farragut] Municipal Code. Any required buffer strip shall be included in the required peripheral structure setback.

c. *Transition areas.* Unless specified otherwise in this ordinance, where an abutting property is zoned residential and/or agriculture, a transition area of at least 50 feet in width shall be provided. The intent of a transition area is to provide for a visually appealing interface to an abutting residential area that will serve to establish protection for but also context appropriate integration with the surrounding plan of development. Transition areas shall accommodate the

RESOLUTION PC-22-05

FARRAGUT MUNICIPAL PLANNING COMMISSION

A RESOLUTION 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 THE FARRAGUT MUNICIPAL CODE, APPENDIX A., ZONING, CHAPTER 3., SPECIFIC DISTRICT REGULATIONS, SECTION XXVI., PLANNED COMMERCIAL DEVELOPMENT (PCD), TO CLARIFY THAT USES PERMITTED IN THE GENERAL COMMERCIAL OR OFFICE ZONING DISTRICTS "MAY" RATHER THAN "SHALL" BE PERMITTED AS PART OF A DEVELOPMENT PLAN SUBMITTED FOR A REZONING REQUEST TO PCD

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 February 17, 2022;

NOW, THEREFORE, BE IT RESOLVED that the Farragut Municipal Planning Commission hereby recommends approval to the Farragut Board of Mayor and Aldermen of an ordinance, amending Ordinance 86-16, of the Farragut Zoning Ordinance, by adding Ordinance 22-05.

ADOPTED this 17th day of February 2022.

Rita Holladay

Rita Holladay, Chairman

Scott Russ, Secretary

ORDINANCE:	**22-05**
PREPARED BY:	**Shipley**
REQUESTED BY:	**Staff**
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 THE FARRAGUT MUNICIPAL CODE, APPENDIX A., ZONING, CHAPTER 3., SECTION XXVI., PLANNED COMMERCIAL DEVELOPMENT DISTRICT (PCD), TO CLARIFY THAT USES PERMITTED IN THE GENERAL COMMERCIAL OR OFFICE ZONING DISTRICTS "MAY" RATHER THAN "SHALL" BE PERMITTED AS PART OF A DEVELOPMENT PLAN SUBMITTED FOR A REZONING REQUEST TO PCD

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend the Farragut Municipal Code, Appendix A., Zoning, Chapter 3., Section XXVI., Planned Commercial Development District (PCD), Section C. Minimum standards, Subsection 1. Land uses., a., to change the word "shall" to "may" regarding uses permitted within the general commercial and office districts as also being permitted in the PCD District,

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, that the Farragut Zoning Ordinance, Chapter 3., Section XXVI., Planned Commercial Development District (PCD), Section C. Minimum standards, Subsection 1. Land uses., a., is amended as follows:

SECTION 1.

Section XXVI., Planned Commercial Development District (PCD)

C. *Minimum standards.*

1. *Land uses.*

a. Unless otherwise prohibited through the approved Development Plan, any use permitted within the general commercial and office districts may be allowed within the PCD district. Residential and mixed use may also be permitted as part of the Development Plan. Where a property is zoned PCD and is shown to be within the area identified as Mixed-Use Town Center (MUTC) on the Future Land Use Map, the use may be permitted and comply as established in Chapter 3, Section XII.F.;

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 _____, 2022, with approval recommended.

Rita Holladay, Chairman

Scott Russ, Secretary

FARRAGUT MUNICIPAL PLANNING COMMISSION

AGENDA NUMBER VI.A. MEETING DATE March 10, 2022

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval Forget Me Not 5K

INTRODUCTION AND BACKGROUND: Included in your packet is a request for approval of an Event application for the Forget Me Not 5K for Alzheimer's benefitting the Pat Summit Clinic. Proceeds from the event will benefit the Pat Summit Clinic at the University of Tennessee Medical Center. The event is scheduled for the morning of April 16, 2022, and is anticipated to have 750-1,000 participants.

DISCUSSION: The event is being presented to the Board of Mayor and Aldermen because of the use of the streets within Village Green subdivision.

Portable restrooms and one water station will be provided, and volunteers will be responsible for defining the race route and cleaning up after the event. The Knox County Sheriff's Department will help provide traffic control and a nurse will be present for any medical issues.

RECOMMENDATION: Staff recommends approval of the event subject to proper notification to any affected entities and the provision of adequate traffic control. As noted above, the applicant is proposing to use volunteers to mark the course.

PROPOSED MOTION: To approve an Event Application on April 16, 2022, involving use of the Town's public rights of ways and pedestrian facilities for the Forget Me Not 5K for Alzheimer's benefitting the Pat Summit Clinic

BOARD ACTION:

MOTION BY:_____ SECONDED BY:_____

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

Farragut
Special Event Permit Application
BP-2022-56

Submitted by Drew Degges
drewdegges19@gmail.com
(865) 337-1885

Address of Proposed Work: **11433 KINGSTON PIKE**

City: **Farragut** State: **TN** Zip: **37934**

Contact Information

Applicant's Contact Information

Title: First Name: **Drew** Last Name: **Degges** Suffix:

Business Name: **Forget Me Not 5k**

Mailing Address:

City: State: **TN** Zip:

Email Address: **drewdegges19@gmail.com**

Cell Phone: Work Phone: Home Phone: **(865) 337-1885**

Contractor's Contact Information

Title: First Name: Last Name: Suffix:

Business Name:

Mailing Address:

City: State: **TN** Zip:

Email Address:

Cell Phone: Work Phone: Home Phone:

Property Owner's Contact Information

Title: First Name: _ Last Name: Suffix:

Business Name:

Mailing Address:

City: State: **TN** Zip:

Email Address:

Cell Phone: Work Phone: Home Phone:

Application Questionnaire (* denotes required question)

Special Event

Will any Public Parks/Facilities be used in your event? *

Please note that use of any public parks/facilities must be approved by the Farragut Parks and Recreation Department prior to applying for this permit. Please call 865-966-7057 for approval before proceeding with this permit.

No

Start Date of Event *

4/16/2022

Name of Event *

Forget Me Not Race

Type of Event *

Race

Brief Description of Event *	The Forget Me Not Race is 5k and a newly added 10k that will take place in the village green shopping center and has routes that travel back through the village green subdivision. The routes accent the best of Farragut and the dogwood trail in April. The routes and event avoid all major roads. All proceeds benefit Alzheimers research through the Pat Summitt Foundation. Over the past 11 years we have given over $215,000
Is event private or open to the public? *	Open to the public
Is food being served?	No
Will you have portable Sanitary Facilities?	Yes
Will you have a solid waste dumpster?	No
Will there be any temporary structures/stages? Upload Location in File Upload Section.	No
Will you need Temporary Power? PROVIDE LOCATION DRAWING IN FILE UPLOAD SECTION.	Yes
Will you have any other Air Supported Structures? UPLOAD LOCATION DRAWING IN FILE UPLOAD SECTION.	No
Will you need any public street closures? Please Note: Any public street closures must go before Board of Mayor and Aldermen for approval	Yes
Where are the parking areas located? INCLUDE DRAWING IN FILE UPLOAD SECTION.	Village Green Shopping Center

If this event is a parade/sporting event, where is the route, staging, and disbanding areas? UPLOAD DRAWING IN FILE UPLOAD SECTION	Village Green Shopping Center
In case of Rainout, state cancellation date and time: (EXAMPLE-EVENT IS AT 2:00PM ON SATURDAY, RAINOUT CANCELLATION IS AT 1:00 PM SATURDAY OR POSTPONEMENT IS UNTIL 4:00 PM)	No rainout date. Event will take place Rain or shone
Will there be music, live or otherwise?	No
Will you have Security/Police Officers at your event? Please note: The Town of Farragut does not provide Security or Police Officers.	Yes
Will you have any Emergency Medical Personnel/Apparatus On-Site? Please Note: The Town of Farragut does not provide Emergency Medical Personnel/Apparatus.	No
Name of Sanitary Facility Vendor:	United Rentals
How many Generators?	1
From what time to what time are they to be closed?	7:30 am- 10:00 am
Include times to be manned:	7:30-10:00 am
How many Officers?	2
From what time to what time?	7:30-10:00

Will you have any Fire Officers/Apparatus at your event?	No
Will you have Tents? If Yes, please list tents in order from largest to smallest.	No
Will you have Bounce Houses?	No
Provide law enforcement contact for day of event.	
Have you applied for an insurance certificate of general liability insurance? * Naming the Town of Farragut, its employees and agents as additionally insured.	Yes
Copy of Insurance must be uploaded. I HEREBY UNDERSTAND AND AGREE TO THE STATED REQUIREMENTS ABOVE.	
Do you want this event advertised on VisitFarragut.org?	Yes
Will there be any animals at the event?	No
FULL NAME SIGNATURE I hereby understand and agree that for any event involving 3rd party alcohol sales or service, this application must be submitted at least 90 days prior to event date.	Troy A. Degges
Will alcoholic beverages be served? *	Yes
How many people do you expect?	

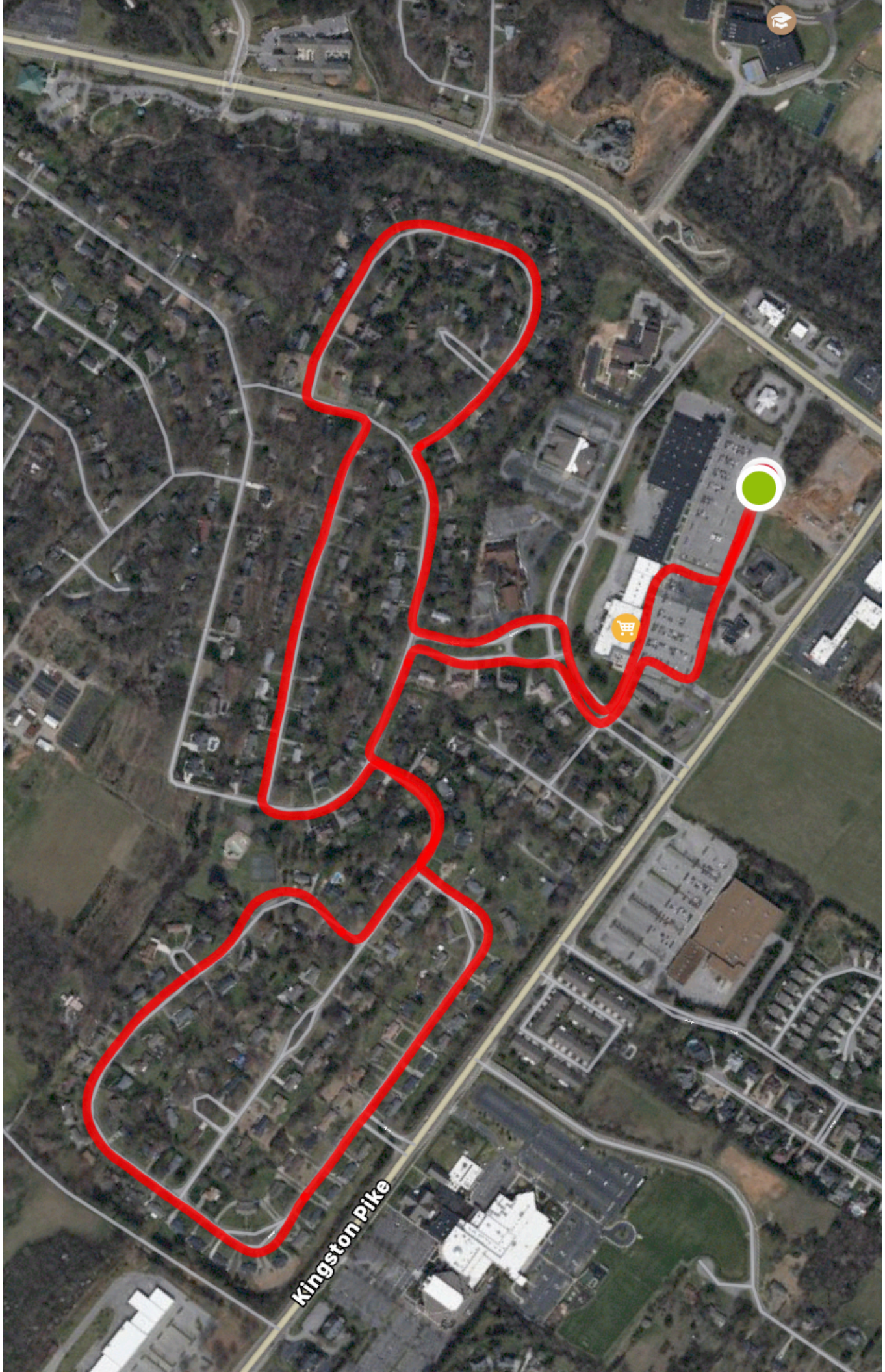
A Signed Letter of Approval from Property Owner must be uploaded in the document uploads section.	18278
End Date of Event	4/16/2022
Please list the Streets to be Closed	Jamestown Blvd.
Include drawing in file upload section	18324
Event Start Time	7:30 AM
Event End Time	12:00 PM
Event Setup Time	5:00 AM
Event Teardown Time	12:00 PM

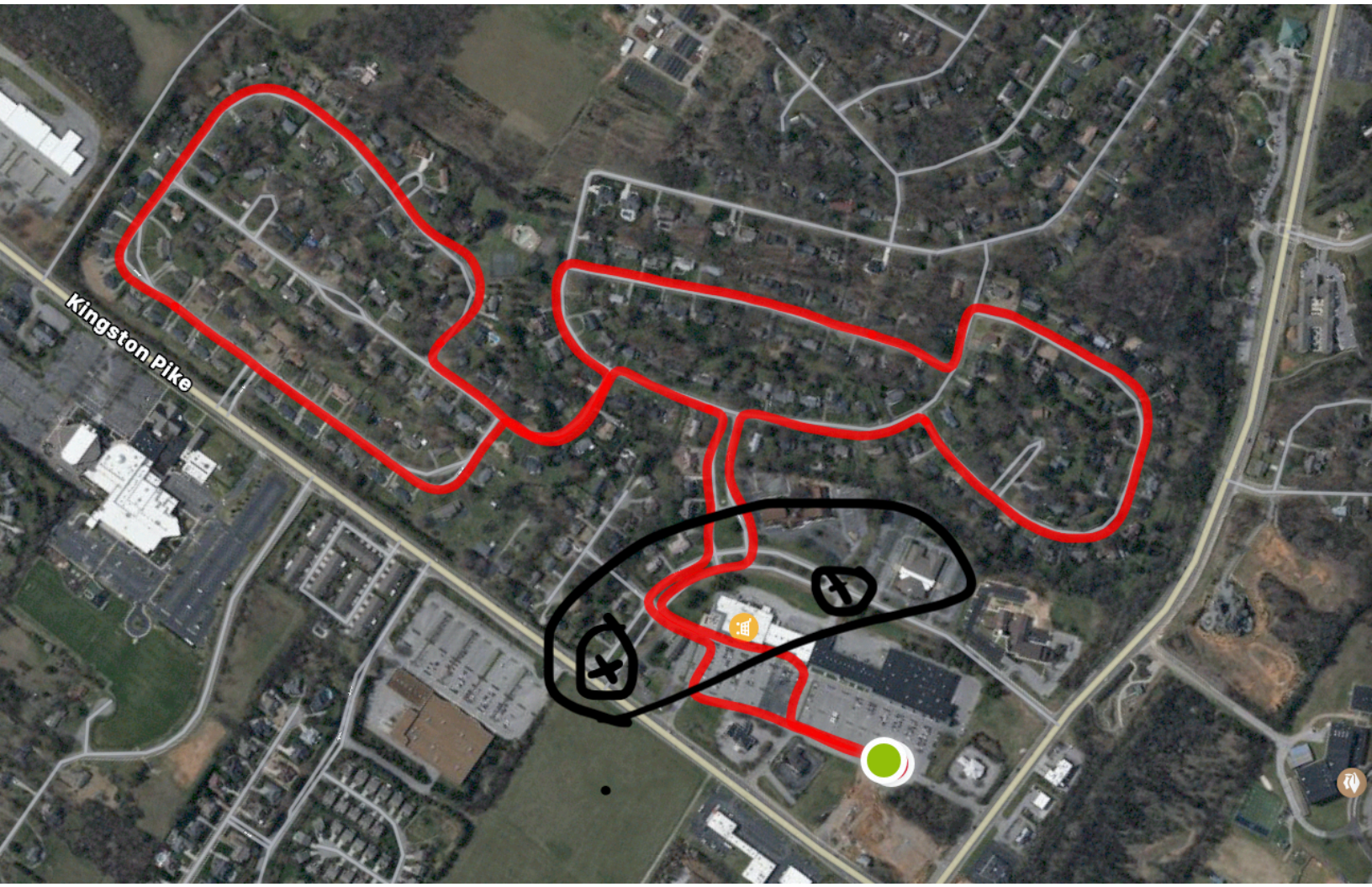
Documents Uploaded

The following documents are attached to the Application.

	5k route 2022 fgmn.pdf
	10k route 2022 fgmn.png.pdf
	police officers location 2022 fgmn.pdf
Site Plan	**site plan-11433 kingston pike.pdf**

NORMAL HYBRID SATELLITE


Kingston Pike


Kingston Pike

AGENDA NUMBER VI.B. **MEETING DATE March 10, 2022**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: David Smoak, Town Administrator

SUBJECT: Approval of Design Services for Town Hall Improvements with Cope Architecture

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INTRODUCTION: The purpose of this agenda item is to approve a contract for design services for Town Hall improvements with Cope Architecture.

BACKGROUND: The Farragut Town Hall building was originally opened in 1991. As the town has grown, staff has also grown to provide services to the community. Now 30 years later, much of the office space has been filled up and does not provide for an efficient working environment for the staff or to be able to conduct productive meetings with the public.

DISCUSSION: One of the Town's priority initiatives for FY2022 under Building and Maintaining the Town's Infrastructure and Assets was to develop plans to enhance and update Town Hall. In the Capital Investment Program budget for FY2022 funding was allocated for design services to begin this process. In the fall of 2021, staff received Request for Qualifications (RFQ) for interested architecture firms and after reviewing all submittals selected Cope Architecture as the most qualified firm for this project. Cope has extensive experience in renovations to existing buildings and has worked on several municipal buildings as well.

Cope's scope of services is attached to the standard AIA contract for your review. A brief list of some of the major aspects of the scope of work to be performed include: reviewing current use of space to allocate and rearrange program functions, design a full renovation of the first and second floors that would include new flooring, demo and building new interior walls as needed, renovations to the Board Chambers and cost estimates for all work to be performed. The contract has been broken down into three phases as follows:

Phase 1 – Schematic Design and Design Development	$36,080
Phase 2 – Construction Documents	$31,570
Phase 3 – Procurement and Construction Administration	$22,550
Total	**$90,200**

A list of hourly rates are also included for any additional work that is requested outside the current scope of work. Phase 1 should take approximately 90 days to complete, with Phase 2 an additional 60 days, and construction estimated at six months from notice to proceed.

FINANCIAL SECTION:

Account Number: 316-41810-9210

Total Design/Engineering Budget	Contracted Amount	Expenditures YTD	Remaining Amount
$150,000	$90,200	$0	$59,800

Approved By: A. Myers

RECOMMENDATION BY: Town Administrator David Smoak for approval.

PROPOSED MOTION: To approve the attached contract for design services for Town Hall renovations with Cope Architecture for $90,200.

BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

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

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Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Sixteenth day of December in the year Two Thousand Twenty One
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

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

and the Architect:
(Name, legal status, address and other information)

Cope Associates, Inc.
2607 Kingston Pike, Suite 5
Knoxville, Tennessee
37919

for the following Project:
(Name, location and detailed description)

Interior Renovations of
the Town Hall Building

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.
/

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TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Per Letter of Agreement dated 11-21-21 (Exhibit 'A')

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

unknown at time of execution

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Client's construction budget is $1,000,000

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Init. /

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unknown at time of execution

.2 Construction commencement date:

unknown at time of execution

.3 Substantial Completion date or dates:

unknown at time of execution

.4 Other milestone dates:

unknown at time of execution

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bidding or negotiated contract, as determined by the Owner at a later date. Fast-Tracking of design or construction is not applicable, nor is the requirement for multiple bid packages or phased construction.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

not applicable

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Mr. David Smoak
11408 Municipal Center Drive
Farragut, Tennessee 37934

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

None Required

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

N/A

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.2 Civil Engineer:

N/A

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Cayce G. Smith, AIA, President
Cope Associates, Inc.
2607 Kingston Pike, Suite 5
Knoxville, Tennessee 37919

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Carpenter Wright Engineers/ Bennett & Pless
111 Sherlake Lane, Suite 200
Knoxville, Tennessee 37922

.2 Mechanical Engineer:

Facility Systems Consultants, LLC
713 South Central Street, Suite 101
Knoxville, Tennessee 37902

.3 Electrical Engineer:

Facility Systems Consultants, LLC
713 South Central Street, Suite 101
Knoxville, Tennessee 37902

§ 1.1.11.2 Consultants retained under Supplemental Services:

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§ 1.1.12 Other Initial Information on which the Agreement is based:

Letter of agreement dated 11-21-21 (Exhibit 'A')

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000) for each occurrence and One Million Dollars ($ 1,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and

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excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars ($ 1,000,000) each accident, One Million Dollars ($ 1,000,000) each employee, and One Million Dollars ($ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars ($ 1,000,000) per claim and One Million Dollars ($ 1,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's or Contractor's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

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§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and

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Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the probable Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;

.2 organizing and conducting a pre-bid conference for prospective bidders;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall not consider substitutions until after a determination of the successful contractor is established. Upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions by Contractor and prepare and distribute supplemental information identifying approved substitutions to Contractor.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

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§ 3.5.3.3 The Architect shall not consider substitutions until after a determination of the successful contractor is established. Upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions by Contractor and prepare and distribute supplemental information identifying approved substitutions to Contractor.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performance of any work on the project.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

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§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	

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Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use (Beyond level 300)	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3, including Life Cycle Costing or Operating Cost Estimates	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	
§ 4.1.1.31 Off-Site Utility Design	
§ 4.1.1.32 Roadway Widening Design	
§ 4.1.1.33 Traffic Studies	
§ 4.1.1.34 Theater Consultant	
§ 4.1.1.35 Acoustical Consultant	
§ 4.1.1.36 Preparation of Sales Tools or Renderings	
§ 4.1.1.37 Interior and Exterior Signage Design	
§ 4.1.1.38 Resolving rezoning, variances, or deviations from published standards	

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Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.39 Food Service Consultant	
§ 4.1.1.40 Architect's labor and expenses for services required due to General Contractor, or major subcontractors going out of business, defaulting, or being terminated for any reason during the time of the course of construction.	
§ 4.1.1.41 Preliminary due diligence studies, feasibility studies, traffic impact studies, wetland studies, archaeological surveys	
§ 4.1.1.42 Tax credit certification or documentation	
§ 4.1.1.43 Structural Design for Owner furnished equipment loads	
§ 4.1.1.44 Response to more than one governing code agency	
§ 4.1.1.45 Modifications required for corporate approvals when directed by Owner to deviate from corporate standards	
§ 4.1.1.46 Review of construction materials stored off-site	
§ 4.1.1.47 Services made necessary as a result of contractor or owner fast-tracking project	
§ 4.1.1.48 Owner or Contractor mandated use of maintenance and tracking software	
§ 4.1.1.49 Structural Tests and special inspections which may be required by the adopted versions of the Building Codes.	
§ 4.1.1.50 Site Masterplanning Services	
§ 4.1.1.51 Value Engineering during Construction Administration Phase	
§ 4.1.1.52 3D Modeling, perspective renderings, digital modeling.	
§ 4.1.1.53 Any work, jobsite visits, reviews, observations, or reports performed by the Architect and his consultants beyond sixty days after the substantial completion date, with the exception of claims or disputes concerning allegations of errors or omissions by the Architect or his Consultants	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

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§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- **.1** Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- **.2** Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- **.3** Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- **.4** Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- **.5** Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- **.6** Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- **.7** Preparation for, and attendance at, a public presentation, meeting or hearing;
- **.8** Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- **.9** Evaluation of the qualifications of entities providing bids or proposals;
- **.10** Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- **.11** Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- **.1** Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- **.2** Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- **.3** Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- **.4** Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- **.5** Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.
- **.6** If procedures for testing, inspection or approval reveal failure of the portions of the Work to comply with the requirements established by the Contract Documents, the Architect shall be compensated for his services and expenses related to such failure by the Contractor.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- **.1** two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

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.2 two per month (2 per month) visits to the site by the Architect during construction

.3 two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 one (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.2.1 The Owner and the Architect agree that certain increased costs and changes may be required and, therefore, the final construction cost of the Project may exceed the estimated construction costs. The Owner agrees to set aside a reserve in the amount of ten percent (10%) of the Project construction cost as a contingency to be used as required, to pay for any such increased cost and changes. The Owner further agrees to make no claims by way of direct or third-party action against the Architect or its Consultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

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§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.8.1 The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect from any damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the Owner.

§ 5.8.2 The Owner further agrees to require all other consultants engaged by the client to coordinate their Construction Documents or reports with those of the Architect, to promptly report any conflicts or inconsistencies to the Architect and to cooperate fully with the Architect in the resolution of those conflicts or inconsistencies.

§ 5.8.3 The Architect shall rely on the accuracy and completeness of information and/or documents provided by the Owner for his use in developing design and Construction Documents.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

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§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

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§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed

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with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.2.5 The total aggregate liability of the Architect to the Owner shall not exceed the limits of professional liability insurance coverage available at the time of judgement, not to exceed that shown in Article 2.5.6. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

§ 8.3 Arbitration (DELETED)

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Any expenses incurred specifically for this project that are ongoing beyond date of termination or suspension.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

To be negotiated in good faith at the time of termination or suspension.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

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§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

Phase 1: Schematic Design and Design Development - $36,080
Phase 2: Construction Documents - $31,570
Phase 3: Procurement and Construction Administration - $22,550

.2 Percentage Basis
(Insert percentage value)

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

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§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Compensation for services rendered by principals and employees shall be based on the hourly rate schedule referenced in the letter agreement dated 11-21-21 (Exhibit 'A') or an agreed upon lump sum fee.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus twenty percent (20 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Phase 1:	
Schematic Design Phase	$13,530
Design Development Phase	$22,550
Phase 2:	
Construction Documents Phase	$31,570
Phase 3:	
Procurement Phase	$4,510
(Row deleted)	
Construction Phase	$18,040
Total Basic Compensation	$90,200

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Referenced in the Letter Agreement dated 11-21-21 (Exhibit 'A')

Employee or Category	**Rate ($0.00)**

§ 11.8 Compensation for Reimbursable Expenses
§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;

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.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus twenty percent (20 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of Zero Dollars ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1.5 % per month

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

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ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 ADA Compliance – ADA provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Americans with Disabilities Act (ADA) requires the removal of architectural barriers in new and existing facilities where such removal is readily achievable. The client acknowledges that the definition of 'readily achievable' contained in the ADA is flexible and subject to interpretation on a case-by-case basis. The requirements of the ADA will therefore be subject to various and possibly contradictory interpretations. The Architect will use his or her reasonable professional efforts and judgement to interpret applicable facility that may be required to comply with the ADA. Such interpretations and advice will be based on what is known about ADA interpretations at the time this service is rendered. The Architect, however, cannot and does not warrant or guarantee that the Client's project will comply with interpretations of ADA requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project.

§ 12.2 If, due to the Architect's error or omission, any required item or component of the project is omitted from the Architect's Construction Documents, the Architect or Consultant shall not be responsible for paying the cost, as of the time of the bid, for material or labor to include the item or component that is added. However, the Architect is responsible for the cost of extra design work necessary to add the component or item, as well as the increase in the cost of materials or labor to include the component or item between the time of the bid and discovery of the error or omission..

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit 'A' –Letter Agreement dated 11-21-21

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

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User Notes: (1163224916)

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

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
David Smoak	Cayce S. Petko President
(Printed name and title)	*(Printed name, title, and license number, if required)*

Init.

/

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User Notes: (1450468467)

November 21, 2021

Mr. David Smoak
Town of Farragut
11408 Municipal Center Dr.
Farragut, TN 37934

RE: A Proposal for Design Services and Assessment for Town Hall Improvements

Mr. Smoak: We appreciate the opportunity to submit our proposal for design services to you for the Town Hall improvements.

Project Parameters:

My understanding of the project parameters and our role in the project include:

1. Review current use of spaces and plan for changes in programming that could affect space allocation and rearrangement of program functions.
2. Design a full renovation of first and second floors to include:
    a. Demo and building new interior walls as needed to meet program needs
    b. New floor finishes
    c. New acoustical ceilings and lighting in the Board Chambers area
    d. New paint throughout
    e. Reconfigure and renovate the board room (and surrounding spaces) to include a separate conference room
3. HVAC modifications are not a part of this scope of work, other than rerunning ductwork based on new room layouts and adding ventilation to the computer server room and the TV equipment rooms next to the Board Chambers. Client will consider adding to existing system to improve air quality.
4. Coordinate with client's A/V vendor and IT manager.
5. The public restrooms on the south side of the building are not a part of this scope of work.
6. The museum space is not a part of this scope of work.
7. Exterior renovations are not a part of this scope of work.
8. Structurally enclosing the flat roof is not a part of this scope of work as there are a number of implications to the vertical addition of the existing structure. We have spent time reviewing the proposed addition and we offer the following initial comments: The low roof area was designed to accommodate an open "future deck". It included dead load provisions for a relatively light-weight paver system and a 60 PSF uniform live load. The big hurdle to enclosing the area with a roof and perimeter walls is that will trigger a seismic upgrade. With the significant changes in seismic codes since this building was originally constructed, it will be challenging and will include significant retrofit to the existing lateral systems. The existing roof slopes and is below the finished floor elevation. A lightweight floor (such as the intended pavers) that can also accommodate the slope would need to be utilized. Placement of a traditional concrete slab would not be an option for utilizing the existing framing. If it is desired that this alternative be

studied further, we recommend a structural evaluation/study phase that would identify deficiencies and needed retrofits. This proposal can be submittal separately from this scope of work at your request.

A/E Fees:

Our fee for architectural design, mechanical, plumbing and electrical engineering, based on a client construction budget of $1,000,000, is:

Phase 1 Schematic Design and Design Development	$36,080
Phase 2 Construction Documents	$31,570
Phase 3 Procurement and Construction Admin.	$22,550
TOTAL	$90,200

This fee does not include Structural Engineering. Should structural engineering services be required, those services will be provided based on the following rate chart.

Structural Engineering Hourly Rates

Description	Rate
Senior Specialist	$210
Senior Engineer	$175
Project Manager	$150
Design Engineer	$130
Senior CAD/BIM	$115
Junior Engineer/EIT	$105
CAD/BIM Specialist	$100
Administration	$85

Exclusions:

- Civil, structural or fire protection engineering.
- Geotechnical investigations, retaining wall design, signage design, traffic studies, permitting fees or surveys.
- The development of any artistic renderings.
- Reimbursable expenses will be billed at cost with a 20% administrative markup. These expenses include, but are not limited to, printing, mileage, permitting fees or other owner requests requiring fees which are not specifically included in this proposal.
- Should additional services be requested, they will be provided based on the following rate chart.

cope architecture

Architectural Hourly Rates

Description	Rate
Principal	$175
Project Manager II	$155
Arch II/Designer II	$125
Intern Architect II	$80
Project Coordinator	$110
Construction Admin.	$100
Administrative	$80

Schedule:

- Phase 1 Schematic Design and Design Development - Conceptual floor plan delivered by February 28 with a per square foot cost estimate
- Phase 2 Construction Documents - Construction Documents delivered by April 29 with a detailed cost estimate
- Phase 3 Procurement and Construction Admin. - Construction is estimated to take six months

Terms:

- The basic scope of services will be in agreement with current AIA standards of care and practice.

Should the proposed terms and fees be acceptable, please forward your authorization at your earliest convenience and I will forward an AIA contract to your office. Please feel free to contact me with any questions regarding this proposal - my mobile number is 865-719-1515.

Sincerely,

Cayce G. Smith, AIA
President
Cope Associates, Inc.

Authorization:

David Smoak, Town Administrator, Town of Farragut date

cope architecture

AGENDA NUMBER VI.C. **MEETING DATE _March 10, 2022__**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: David Smoak, Town Administrator

SUBJECT: Resolution R-2022-02, a resolution adopting the FY2022-2023 Town of Farragut Strategic Plan

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INTRODUCTION: The purpose of this agenda item is to approve Resolution R-2022-02 adopting the Town of Farragut strategic plan for FY2022-2023.

BACKGROUND: The Town of Farragut initiated its first strategic plan in 2010 and hired Novak Consulting Group to facilitate updating the plan in 2017. The Farragut strategic plan helps identify the vision, mission and values of the organization and guides decision making by prioritizing critical success factors the Town needs to pursue over the next few years. Each department in the town will set their goals for the year based on these critical success factors, which will also help guide our budget priorities heading into FY2023 and beyond.

DISCUSSION: The Town's strategic plan starts with a Vision statement of who we are as a community: "Farragut – redefining quality of life with a beautiful, close-knit, connected community where families and businesses thrive." Next the Town identified its Mission and Values as an organization which is "an appealing and engaged community set apart by a dedicated team committed to integrity, innovation and friendly service." Finally, the Town identified seven critical success factors that are vital to ensuring we are a successful community. These factors include:

1. Providing excellent parks, recreation, cultural amenities and programs
2. Building and maintaining the Town's infrastructure and assets
3. Enhancing the Town's financial position
4. Regional leadership and collaboration
5. Advancing a high-quality built environment
6. Supporting and caring for a committed workforce
7. Promoting a convenient retail and services destination

On February 4, 2022, the Board of Mayor and Aldermen met to discuss policy and project priorities for the upcoming fiscal year. The attached Strategic Planning Framework outlines these priorities to insure they keep alignment with the vision as outlined in the plan.

RECOMMENDATION BY: Town Administrator David Smoak for approval.

PROPOSED MOTION: To approve Resolution R-2022-02, adopting the FY2022-2023 Town of Farragut Strategic Plan.

BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

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

TOWN OF FARRAGUT

RESOLUTION R-2022-02

RESOLUTION ADOPTING THE TOWN OF FARRAGUT'S 2022-2023 STRATEGIC PLAN

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut and staff met for a planning session February 4, 2022, and reviewed the Town of Farragut's strategic plan, and

WHEREAS, strategic planning is a disciplined effort to produce fundamental decisions and actions that shape and guide what an organization is, what it does and why it performs the services and/or programs it does; and

WHEREAS, there are numerous benefits to strategic planning, including: organizations can increase effectiveness and efficiency, improve understanding through better learning, make better decisions, enhance organizational capabilities, improve communications and prioritize future budgetary needs; and

WHEREAS, the Board and staff have identified Critical Success Factors of the Strategic Plan to enhance the community which are: Providing Excellent Parks, Recreation, Cultural Amenities and Programs; Building and Maintaining the Town's Infrastructure and Assets; Enhancing the Town's Financial Position; Regional Leadership and Collaboration; Advancing a High-Quality Built Environment; Supporting and Caring for a Committed Workforce; and Promoting a Convenient Retail and Services Destination; and

WHEREAS, the Board has prioritized each Critical Success Factor and set Priority Initiatives as outlined in the attached document.

NOW, THEREFORE, BE IT RESOLVED that the Board of Mayor and Aldermen of the Town of Farragut hereby adopts the attached Town of Farragut Strategic Plan for 2022-2023 fiscal year.

This Resolution is duly adopted by the Board of Mayor and Aldermen of the Town of Farragut on this 10th day of March 2022.

_____
Ron Williams, Mayor

_____
Allison Myers, Town Recorder

AGENDA NUMBER VI.D. **MEETING DATE March 10, 2022**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of Resolution R-2022-03, Declaring Certain Town Property to be Surplus Property

---

DISCUSSION:

The following items are all in working order and have a value greater than $100. Therefore, the items meet the criteria to be surplus items. The Town will be advertising the items on Govdeals.com, an online government surplus auction site.

- **2013 John Deere Gator**
- **2016 John Deere 1570 Mower**
- **2016 John Deere 1570 Mower**

This resolution approval will allow for the removal if the items from the fixed asset list and advertise the sale of the items on the GovDeals website.

RECOMMENDATION BY:

Allison Myers, Town Recorder

PROPOSED MOTION:

To approve Resolution R-2022-03, a resolution declaring certain town property to be surplus property.

BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

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

TOWN OF FARRAGUT

RESOLUTION R-2022-03

A Resolution Declaring Certain Town Property to be Surplus Property.

WHEREAS, it has been determined that the Town has no further use of certain item(s); and

WHEREAS, the Board of Mayor and Aldermen may determine that these items are surplus property; and

WHEREAS, the value, if any, is determined for the surplus property and its disposal will be for the common benefit; and

WHEREAS, at time of sale of surplus item(s), moneys, if any, will be allocated back to the appropriate department;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF FARRAGUT, TENNESSEE, does hereby surplus the following items(s):

- 2013 John Deere Gator
- 2016 John Deere 1570 Mower
- 2016 John Deere 1570 Mower

This Resolution is duly adopted by the Board of Mayor and Aldermen of the Town of Farragut on this 10th day of March 2022.

_____
Ron Williams, Mayor

_____
Allison Myers, Town Recorder

AGENDA NUMBER VI.E. **MEETING DATE _March 10, 2022__**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: David Smoak, Town Administrator

SUBJECT: Resolution R-2022-04, a resolution to support restoring the historic revenue sharing relationship between the State of Tennessee and its local governments and to return the local share of the single article cap to local governments

---

INTRODUCTION: The purpose of this agenda item is to approve Resolution R-2022-04 a resolution to support restoring the historic revenue sharing relationship between the State of Tennessee and its local governments and to return the local share of the single article cap to local governments

BACKGROUND: In 2002, in response to a budget crisis, the State of Tennessee enacted two measures to avoid a fiscal crisis. First, the state altered a 55-year revenue sharing relationship to the detriment of municipal governments when it raised the state sales tax rate from 6% to 7% and didn't share any of the subsequent revenue gains with municipalities as it had with all other General Fund revenue. Second, the state increased the single article cap on local option sales tax from $1,600 to $3,200 and captured the local share from cities and counties of the sales tax revenue collected between $1,600-$3,200 on any single item. The combined impact of these two measures has diverted nearly $2 billion in revenue to the state and away from local governments.

DISCUSSION: It has now been 20 years since the State of Tennessee enacted extraordinary measures to shore up its budget due to the fiscal crisis that was happening in 2002. This year there are two bills currently being proposed in the state legislature to amend the revenue sharing relationship from the state to local governments. HB2012 (Carr)/SB2076 (Briggs) would restore the historic revenue sharing relationship with local governments and HB2562 (Hicks)/SB2469 (Powers) would allow local governments to receive the local share of the single article cap that was increased in 2002. The estimated impact to the Town of Farragut if these measures were approved would be $370,000 in recurring revenue. This additional revenue would help offset the more than $1 million per year that has been reduced from the Town of Farragut's budget due to the elimination of the Hall Income Tax.

RECOMMENDATION BY: Town Administrator David Smoak for approval.

PROPOSED MOTION: To approve Resolution R-2022-04, a resolution to support restoring the historic revenue sharing relationship between the State of Tennessee and its local governments and to return the local share of the single article cap to local governments

BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

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

TOWN OF FARRAGUT

RESOLUTION R-2022-04

A RESOLUTION TO SUPPORT RESTORING THE HISTORIC REVENUE SHARING RELATIONSHIP BETWEEN THE STATE OF TENNESSEE AND ITS LOCAL GOVERNMENTS AND TO RETURN THE LOCAL SHARE OF THE SINGLE ARTICLE CAP TO LOCAL GOVERNMENTS

WHEREAS, Tennessee's municipal communities are the economic engine of the state and today 92% of the state's total sales tax collections are generated within municipal boundaries; and,

WHEREAS, such economic growth is intentional and when it occurs, it is financed largely through city taxes for police, fire, streets, water and sewer, schools, parks, libraries and other amenities that attract and retain businesses and make Tennessee's communities desirable places for people to raise a family, start a business, and visit; and,

WHEREAS, in 1947, the state began sharing 4.6% of each year's total state sales tax collections with cities for the purposes of recognizing the collective contribution of cities as the state's economic engine; thereby acknowledging that city residents incur a local tax burden that is directly attributable to financing, developing, and maintaining an economic environment that continues to generate a healthy portion of the sales tax revenue accruing to the state; and,

WHEREAS, when confronting serious fiscal challenges in 2002, the state of Tennessee increased the state sales tax rate from 6% to 7%; and,

WHEREAS, the state chose not to share a portion of the sales tax revenues generated by the increase from 6% to 7% with Tennessee municipalities; and,

WHEREAS, as a result of this change the state broke a 55-year relationship of sharing 4.6% of all sales tax revenue designated for the state's general fund with municipalities; and,

WHEREAS, at the same time in 2002, the state also doubled from $1,600 to $3,200 the amount of the purchase price of any single item that is subject to a combined state and local option sales tax of 9.75%; and

WHEREAS, in addition to the single article cap increase from $1,600 to $3,200, the state also captured and continues to capture 100% of the state's 7% levy as well as the 2.75% portion of the sales tax levy that is customarily reserved for local government on the added sale of items with a purchase price above $1,600; and

WHEREAS, in the 20 years since these provisions took effect, these two changes have combined to result in the state realizing nearly $2 billion in additional sales tax collections -- $2 billion that would

have benefitted local taxpayers had the historic revenue sharing relationship and single article cap not been altered in 2002; and,

WHEREAS, in the 20 years since these provisions took effect, Tennessee's state leaders have managed the budget with great care and a strong fiscally conservative approach to create a dynamic and growing economy with eight consecutive years of surplus revenues; and,

WHEREAS, in the 20 years since these provisions took effect, the State of Tennessee's sustained economic and fiscal performance have erased the conditions which led to these austerity measures in 2002; and,

WHEREAS, there is expected to be a surplus of recurring revenues produced by the economic engines of our state and managed by its leaders; and,

WHEREAS, as a result of the accolades bestowed upon the state for its economic success, its fiscally conservative policies and strong leadership, the state has garnered an enviable reputation as the state in which to live, work and play; and,

WHEREAS, a consequence of this reputation has led to continued and substantial economic growth and an increase and realignment of the state's population, thereby increasing the fiscal pressures on municipal governments to meet demands to expand and maintain infrastructure, to deliver essential services, to provide the amenities that allow for continued quality of life for Tennessee's citizens, and to promote an economic environment that allows Tennessee's businesses and communities to prosper; and,

WHEREAS, these fiscal pressures create the need for recurring dollars to keep pace with this demand and to counteract the effects of inflation; and,

WHEREAS, correcting the provisions which took effect in 2002 will help to offset these fiscal pressures and to provide relief to local taxpayers shouldering the burden of meeting this demand which is associated with generating the sales tax revenues accruing to the state;

NOW THEREFORE BE IT RESOLVED that the Farragut Board of Mayor and Aldermen of the Town of Farragut, on behalf of its residents, formally supports HB2012(Carr)/SB2076(Briggs) which restores the historic revenue sharing relationship of recurring state shared sales taxes in order for cities to once again receive 4.6% of all state general fund sales tax revenue. The Farragut Board of Mayor and Aldermen also formally supports HB2562(Hicks)/SB2469(Powers) which would allow local governments to receive the local share of sales tax revenues realized by increasing the single article cap in 2002 to collect on items with a purchase price between $1,600 and $3,200.

_____	_____
Date	Date
_____	_____
Mayor	Recorder

AGENDA NUMBER VI.F. **MEETING DATE** March 10, 2022

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl W. Smith, PE, Town Engineer

SUBJECT: Approval of Professional Services Agreement with Civil & Environmental Consultants, Inc. for Town-Wide Stormwater Infrastructure Assessment

---

INTRODUCTION: The purpose of this item is approval of a proposal from Civil & Environmental Consultants, Inc. (CEC) to map and assess the condition of all stormwater infrastructure maintained by the Town.

BACKGROUND: The Board of Mayor and Aldermen approved a contract with CEC in November 2019 to conduct a pilot project for assessment of stormwater structures in Fox Run Subdivision. The purpose of the pilot project was to create a database formatted to our needs, as well as to enable town staff and CEC to accurately estimate the cost for assessment of all the stormwater facilities in the Town. The pilot project was completed in 2020.

DISCUSSION: The attached professional services agreement assumes a two-year timeframe to complete the assessment throughout the Town. CEC will review preliminary plats (construction plans) and observe existing issues within one of the four quadrants (phases) at a time as shown on the attached map. CEC will develop a work plan for mapping and assessment of the infrastructure in that phase and present to staff (Task 1). Staff will meet with CEC to review the work plan and discuss any necessary modifications to the estimated fee or schedule. If in agreement, staff will authorize CEC to complete the mapping and assessment (Task 2 and 3). CEC's proposed scope of work includes a fee of $10,000 for Task 1 and estimates a fee of $240,000 and $8,000 for Tasks 2 and 3, respectively. This work will be billed in accordance with the attached hourly rate schedule (Exhibit B). At completion of Task 1, if we believe additional work could be needed that would require exceeding the $240,000 estimate for Task 2, staff will bring a new estimate back to the Board for approval.

Please note this project is being funded through the American Rescue Plan Act funding as allocated by the Board towards stormwater improvement projects.

FINANCIAL SECTION:

Project: Stormwater Improvements Master Plan

Total Budget	Requested Amount	Expenditures to Date	Remaining Amount
$1,100,000	$1,032,000	$0	$68,000

Approved By: A. Myers

RECOMMENDATION BY: Town Engineer Darryl Smith for approval.

PROPOSED MOTION: Approval of a professional services agreement with Civil & Environmental Consultants, Inc. for completion of the Town-Wide Stormwater Infrastructure Assessment project.

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

VOTE/TOTAL	WILLIAMS	MEYER	PINCHOK	POVLIN	BURNETTE
YES					
NO					
ABSTAIN					

TOWN OF FARRAGUT

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made by and between **Town of Farragut** ("Client") and **Civil & Environmental Consultants, Inc.** ("Contractor") for professional services for the assignment described as follows:

Project: Stormwater Infrastructure Project

Location: Various Locations within the Town of Farragut, Tennessee

Description of Project: Refer to proposal

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 or on a time and materials not to exceed basis using the attached hourly rate schedule, including reimbursable expenses. Compensation structure will be based on proposals prepared by Contractor and approved by Client. In addition, Client shall pay Contractor for additional services that may be requested by the Client beyond the Basic Services in accordance with the hourly rate schedule attached as **Attachment B** 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 the date identified in the approved proposal. 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 commercial 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 follows:

Workers Compensation Insurance	Statutory Limits
Employer's Liability	$1,000,000 per occurrence aggregate
Automotive Liability covering all owner, non-owned, or hired vehicles	$1,000,000 combined single limit
Umbrella Coverage/Excess Liability, following the form with Commercial General Liability and Automobile Liability policies	$5,000,000 per occurrence
Professional Liability Insurance	$1,000,000 per claim $1,000,000 in annual aggregate

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 the exception of Workers Compensation, Employer's Liability and Professional Liability insurance policies, 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, with the exception of Workers Compensation, Employer's Liability and Professional Liability insurance policies, 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.

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

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

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

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

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

CLIENT:	**CONTRACTOR:**
Town of Farragut	
By:_____	By:_____
Printed Name:_____	Printed Name: James C. Tomiczek
Title:_____	Title: Vice President
Date:_____	Date: June 25, 2021

ATTACHMENT A

June 25, 2021

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

Dear Mr. Smith:

Subject: Proposal for Professional Services
Town of Farragut Stormwater Infrastructure Project
CEC Project 311-029

Civil & Environmental Consultants, Inc. (CEC) is pleased to present, for the Town of Farragut's (Town) consideration, our proposal to provide Professional Land Surveying and Geographical Information System (GIS) services associated with stormwater infrastructure within the Town. This proposal is a continuation of our recent "Town of Farragut Stormwater Infrastructure Pilot Project" performed in 2019-2020.

1.0 SCOPE OF PROFESSIONAL SERVICES

CEC understands the Town desires to obtain surveyed location information and preliminary condition assessment of stormwater structures within the Town of Farragut over a two (2) year period as shown on the attached exhibit. The intended use of this information is to comply with the State of Tennessee Municipal Separate Storm Sewer System (MS4) regulations and to support the development of a GIS platform to better manage stormwater infrastructure assets.

The project is to be performed in four phases, with each phase consisting of a project planning and due diligence task, an outfall and storm mapping task and an infrastructure data analysis task. The level of effort for each of the four phases of the overall project has been developed by our observations of the characteristics of each delineated phase as well as benchmarked production rates derived from the pilot project. The following tasks apply to each of the four phases.

Task 1: Project Planning and Due Diligence

CEC will review as-built plans provided by the Town and conduct site visits to establish an estimated number of stormwater structures within each phase of the project. CEC has included

time for administrative personnel to digitize existing plans to be used in verifying our estimated fees for Task 2. Upon completion of Task 1, CEC will submit to the Town a project work plan to relay findings and provide the following information:

- Areas requiring traffic control coordination for access
- Locations with specific access requirements or not adjacent to public right-of-way
- Verified locations and assumed frequency of blind junctions
- Delineation of survey scope vs. non-survey scope in larger private, commercial or institutional developments
- Areas where tree canopy density requires the use of traditional survey equipment
- Irregularities or discrepancies in as-built vs field observed infrastructure
- Identification of necessary modifications to estimated fee or schedule in Task 2

Following the Town's review and comment of this deliverable, CEC personnel will attend one meeting with representatives from the Town. This meeting will also serve as the kickoff meeting for the data collection work outlined in Task 2.

Task 2: Outfall and Stormwater Input Mapping

CEC will collect outfall and stormwater infrastructure information within the respective areas delineated on the attached exhibit. To complete this task, CEC will use our Global Positioning System (GPS) equipment as well as traditional survey equipment in highly vegetated areas to locate outfall and stormwater infrastructure. This information will be incorporated into the GIS database developed by CEC in the Pilot Project.

CEC proposes to use a two-person survey crew that will collect geospatial information on combination inlets, area drains, headwalls, manholes, and exposed pipes. The information collected will include survey grade horizontal and vertical location, photographs, condition, structure type and invert, approximate direction of stormwater flow, and verification if standing water is present. Lids and grates will be removed from infrastructure to the extent possible to support field measurements, photo collection, and the preliminary assessment of the structure and connected piping. At least one photo detailing the condition of the structure and pipe will be collected by lowering the tablet into the structure. No confined space entries will be made as part of this effort. While traffic control requirements will be assessed during Task 1, CEC has not assumed time or fee for traffic control measures on major streets or arterials in this proposal.

The condition of the pipe will be scored using a three point rating system covering both visual structural defects and maintenance items as shown below:

Structural Rating System

3 – No/minor defects noted (no issues noted other than minor defects indicative of normal wear);
2 – Moderate defects noted (defects indicating potential for accelerated deterioration of system); and,
1 – Significant defects noted (defects inhibiting flow or indications of imminent structural failure).

Maintenance Rating System

3 – No/minor maintenance needed (no buildup of debris or visible pipe obstructions);
2 – Moderate maintenance needed (noteworthy blockages or visible pipe obstructions adversely affecting normal flow of water); and,
1 – Significant defects noted (near or complete blockages or visible pipe obstructions resulting in very poor flow of water).

CEC understands that this rating system will be incorporated into the decision algorithm for selection of pipes to be addressed by the Town's maintenance crews or reviewed by CCTV camera. Field staff collecting the information will be trained in scoring this three point rating system and the score assigned in the field will be reviewed as part of the quality assurance process. Please note that the assigned score will be based on the observable portion of the pipe only and may not be representative of the entire pipe length. If a pipe or structure is identified as being compromised and failure appears imminent (those scored as 1), the Town will be notified so that it be properly inspected and addressed immediately. Lids or grates that cannot be removed or are inaccessible will be noted with details as to the cause.

Information will be collected real-time in a cellular network enabled tablet and uploaded to the ArcGIS Online platform. CEC's quality assurance process includes reviewing the field data collected for errors as well as the Project Manager and Quality Manager performing spot checks of the data. As discussed during the meeting, the storm sewer network will be color coded to identify where a particular reach is in the review process. Delivery of the data will consist of GIS data (location, photos, and attributes pertaining to stormwater structures and piping). Coordinates will be based on the TN State Plane Coordinate System (NAD 1983 2011), and the North American Vertical Datum (NAVD 1988, Geoid Model 18) in U.S. feet.

Task 3: Infrastructure Data Analysis

In support of identifying high-risk pipes or structures, CEC will develop an algorithm to score features based on the collected information. This algorithm will be weighted on those characteristics that are most critical, for example, the size of the pipe, depth of the pipe, location of pipe, etc. Following each phase of Outfall and Stormwater Input Mapping as outlined in Task 2, CEC will apply the developed algorithms to the dataset and deliver two lists to the Town. The first list will include details on infrastructure deemed to have critical maintenance needs with the intent of the list being delivered to the Town's internal Public Works team. The second list will include infrastructure with critical structural defects to be further investigated for potential repair or replacement. CEC has assumed one round of modifications to the algorithm following review of algorithm logic by the Town.

2.0 PROJECT FEES

Based on our understanding of the project and proposed scope of services, CEC will invoice the project on a time and materials basis in accordance with the rates indicated on the attached fee schedule. Following expiration of the appended rate sheet, CEC reserves the right to amend this contract with an updated rate sheet. Sub-contracted services will be invoiced at cost, plus a 10% administrative fee.

The Estimated Fees for this project are as follows:

Phase 1 (area shown in green on attached exhibit)

Task 1……..……. $10,000
Task 2……. $240,000
Task 3…….....$8,000

Phase 2 (area shown in orange on attached exhibit)

Task 1……..……. $10,000
Task 2……. $240,000
Task 3…….....$8,000

Phase 3 (area shown in purple on attached exhibit)

Task 1……..……. $10,000
Task 2……. $240,000
Task 3…….....$8,000

Phase 4 (area shown in yellow on attached exhibit)
Task 1……..……. $10,000
Task 2……. $240,000
Task 3…….....$8,000

As previously stated, the budget for Task 2 of each phase will be formally re-evaluated and presented to the Town at the culmination of Task 1.

If project conditions are different than those assumed herein, or additional services are required during the execution of services outlined above such that our fee is expected to be exceeded, the Town will be contacted to discuss these conditions and obtain approvals before proceeding with additional services.

CEC is dedicated to working with the Town to develop a stormwater infrastructure mapping program that meets its budget constraints while helping plan for future repairs and replacement.

3.0 SCHEDULE

CEC will initiate work on this project within two weeks from your authorization to proceed and work will be continuous until project completion. Final delivery of the GIS data is expected to be updated bi-weekly after quality control measures have taken place. All work will be completed within two years after notice to proceed. Should conditions be recognized during due diligence tasks or in the process of data collection that will impact the schedule, CEC will notify the Town immediately.

4.0 TERMS AND CONDITIONS

This proposal is subject to the Professional Services Agreement that has been agreed to by the Town and CEC. Additional work scope not listed herein or services related to this project will be subject to the same Professional Services Agreement. Any changes to the agreement must be agreed to in writing by both (Town and CEC) prior to beginning work on the project.

5.0 CLOSING

CEC appreciates the opportunity to continue the effort started by the Stormwater Infrastructure Pilot Project. If you have any questions or comments, please call us at 865-977-9997.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

John Greer, PE
Project Manager

Brian L. Souva, RLS
Vice President

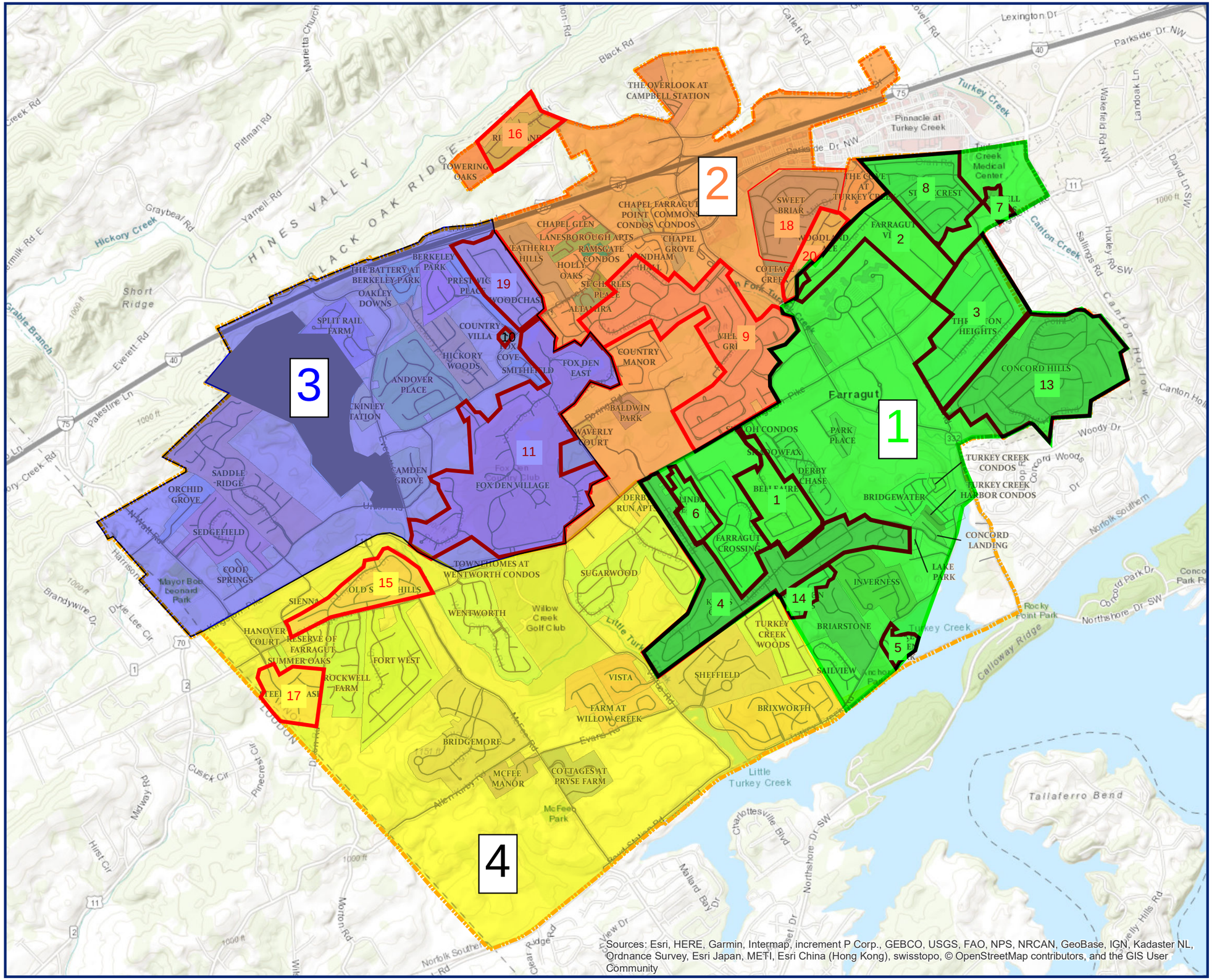
Attachments: Project Phase Exhibit

farragut

Subdivisions

Town Limits

Streets



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CONTACTS:

GIS:
Carrie Smith
carrie.smith@aecom.com

1 inch = 2,800 feet

Map Prepared: April 2019

ATTACHMENT B

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
2704 CHEROKEE FARM WAY, SUITE 101
KNOXVILLE, TENNESSEE 37920
PHONE: 865-977-9997 • FAX: 865-977-9919

229 PRINCE STREET
SEVIERVILLE, TENNESSEE 37862
PHONE: 865-774-7771 • FAX: 865-774-7767

Town of Farragut Fee Schedule

July 1, 2021 through July 1, 2022

PROFESSIONAL SERVICES

Classification	Rate/Hour
Principal	$205
Assistant Project Manager	$105
Staff Consultant (GIS technician)	$90
Project Manager 1	$120
2 Man Survey Crew	$150
Administrative Assistant	$75

DIRECT EXPENSES

Survey Vehicle $50/day

SUBCONTRACT SERVICES

Services @ Cost Plus 10%

*All Project Managers are licensed professionals in their respective field of practice.

AGENDA NUMBER VI.G. **MEETING DATE** March 10, 2022

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Brannon Tupper, PE, Assistant Town Engineer

SUBJECT: Approval of Professional Services Agreement with Civil & Environmental Consultants, Inc. (CEC) for Development of FY22 Stormwater Repairs Project.

INTRODUCTION: The purpose of this item is approval of a professional services agreement with Civil & Environmental Consultants (CEC) for development of FY22 Stormwater Repairs Project.

BACKGROUND: A critical success factor set by the Board of Mayor and Aldermen is building and maintaining the Town's infrastructure and assets with a priority initiative related to the Town's stormwater system. This professional services agreement is a continuation of the Town's efforts with CEC for repairs to known deteriorated stormwater piping, a critical function of maintaining the stormwater system.

In FY2021 the Town successfully completed Cured In Place Pipe (CIPP) repairs to 9 major stormwater pipes that were severely deteriorated and performed cleaning and inspections to numerous others. This agreement builds on the success of last year's efforts and targets another set of approximately 10 pipes for repairs. The intention is to continue our CIPP repairs with additional cleaning and inspections.

DISCUSSION: The attached proposal will allow CEC to assist staff in the development of a construction contract, project specifications, bid process and construction phase review and recommendations. While CEC's scope of work can be clearly defined prior to commencement of construction, the various options for repair can only be truly assessed as the project is underway. For that reason, CEC has determined a "Base Fee" of $10,500 for services prior to construction and a not-to-exceed fee for "on-call" construction phase services of $6,500. "On-call" services include observation of post-construction video, limited on-site project inspection, review of contractor invoices and assistance with change orders.

Please note this project is being funded through the American Rescue Plan Act funding as allocated by the Board towards stormwater improvement projects.

FINANCIAL SECTION:

Project: **Stormwater Improvements**
316-43150-9340

Project Budget	Requested Amount	Expenditures to Date	Available Amount
$807,226	$17,000	$0	$790,226

Approved By: A. Myers

RECOMMENDATION BY: Brannon Tupper, Assistant Town Engineer, for approval

PROPOSED MOTION: Approval of Professional Services Agreement with Civil & Environmental Consultants, Inc. (CEC) for Development of FY22 Stormwater Repairs Project.

BOARD ACTION:

MOTION BY:_____ SECONDED BY:_____

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

TOWN OF FARRAGUT

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made by and between **Town of Farragut** ("Client") and **Civil & Environmental Consultants, Inc.** ("Contractor") for professional services for the assignment described as follows:

Project: Stormwater Infrastructure Project

Location: Various Locations within the Town of Farragut, Tennessee

Description of Project: Refer to proposal

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 or on a time and materials not to exceed basis using the attached hourly rate schedule, including reimbursable expenses. Compensation structure will be based on proposals prepared by Contractor and approved by Client. In addition, Client shall pay Contractor for additional services that may be requested by the Client beyond the Basic Services in accordance with the hourly rate schedule attached as **Attachment B** 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 the date identified in the approved proposal. 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 commercial 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 follows:

Workers Compensation Insurance	Statutory Limits
Employer's Liability	$1,000,000 per occurrence aggregate
Automotive Liability covering all owner, non-owned, or hired vehicles	$1,000,000 combined single limit
Umbrella Coverage/Excess Liability, following the form with Commercial General Liability and Automobile Liability policies	$5,000,000 per occurrence
Professional Liability Insurance	$1,000,000 per claim $1,000,000 in annual aggregate

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 the exception of Workers Compensation, Employer's Liability and Professional Liability insurance policies, 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, with the exception of Workers Compensation, Employer's Liability and Professional Liability insurance policies, 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.

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

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

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

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

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

CLIENT:	**CONTRACTOR:**
Town of Farragut	
By:_____	By:_____
Printed Name:_____	Printed Name: James C. Tomiczek
Title:_____	Title: Vice President
Date:_____	Date: June 25, 2021

Civil & Environmental Consultants, Inc.

July 29, 2021

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

Via email at: *dsmith@townoffarragut.org*

Dear Mr. Smith:

Subject: Professional Services Agreement
FY22 Stormwater Repairs Contract
Contractor Procurement Support
CEC Project 314-742

Civil & Environmental Consultants, Inc. (CEC) presents this proposal to the Town of Farragut (Town) to provide contractor procurement support for stormwater infrastructure repairs. The scope and content of this proposal is based on the data and information collected from the previously bid project and services as well as our correspondence. The following sections of this proposal present a brief project background, purpose, scope of services, estimated costs, schedule, and closing remarks.

1.0 BACKGROUND

The Town is currently assessing the stormwater infrastructure within its jurisdiction due to knowledge regarding the historic use of corrugated metal piping (CMP) and recent failures that have occurred. The intent is to identify infrastructure that is deteriorating such that preemptive remedies can be implemented to reduce the potential for catastrophic failure. Under a previous service agreement, CEC assisted the Town of Farragut in delivering a comprehensive bid package as well as assistance in procurement. Following bidding of this package, a reduced scope was negotiated with the awarded contractor to keep work within budget. It is our understanding that the Town wishes to develop a new bid package including all base and alternate bid scope items removed from the first bid package. No new scope is being proposed at this time.

2.0 PURPOSE

CEC understands that the Town is interested in performing the repairs and most of the stormwater infrastructure that was the subject of the initial CCTV survey. The Town has requested technical and professional support from CEC to prepare a comprehensive bid package, assist during procurement, review/comment on contractor submittals, and provide construction quality assurance during repairs.

3.0 SCOPE OF SERVICES

Provided in this section is a scope of services that meets the intended purpose of the project.

3.1 Prepare Bid Package

Utilizing design files and information from the first infrastructure repairs project, CEC will prepare bid documents consisting of plan view layouts of proposed improvements, technical specifications, and opinion of probable construction cost. CEC will advise the Town if additional data, information, or services are necessary and assist the Town in obtaining such data, information or services. CEC will provide one preliminary design plan document with an opinion of probable construction cost (OPCC) as well as two review copies of the final construction documents including specifications for Town review. CEC will also participate in one design review meeting with Town staff if requested.

The final bid package deliverable will include the following content:

- Drawings/Figures (CADD/GIS) – Includes plan view drawings developed in GIS as well as up to three profile sections of pipe to be replaced via open-cut.
- Technical Specifications – CEC will furnish those technical specifications not covered by the Town's existing specifications. Specifications will include minimum requirements for installation experience and qualifications/certifications.
- Unit Rate Bid Form (Excel ™) – Includes measurement and payment section, alternate unit pricing, equipment and personnel rate sheets, and subcontractor summary.
- Contract – The contract will be prepared by the Town and reviewed by CEC. CEC will provide comments and recommendations in a redline draft and send it back to the Town for review and consideration.

The draft bid package content will be provided to the Town in the file format indicated above for review and comment. CEC will make one round of mutually agreeable revisions to the bid package contents and provide to the Town for distribution to the potential bidders.

3.2 Procurement Support

CEC will provide the Town with procurement support of the bid package. Tasks associated with this phase of the work will include assistance with the following, as has been requested by the Town:

- Conduct pre-bid meeting for prospective bidders including time for review of typical site conditions
- Responding to bid-phase requests for information
- Bid reviews/qualified bidder recommendations
- Recommendation for award

4.0 CONSTRUCTION-PHASE SERVICES

4.1 Base Construction Services

The construction phase of this project will commence upon the successful negotiation and execution of a construction contract and upon issuance of a notice to proceed to the contractor. The scope of services for construction phase activities will include the following:

- Provide general technical and professional assistance during construction including the review and approval of contractor submittals
- Construction kickoff meeting between the selected contractor and the Town

4.2 On-Call Construction Phase Services

Construction phase services that can be provided by CEC on an "on-call" basis include the following:

- Observation of post-construction CCTV
- On-site project inspection
- Review/comment of contractor invoices
- Assistance with Change Orders and change of conditions

Due to the potential variability in construction duration and required level of field oversight, the above "on-call" services are not included in the Base Fee described below, but will be billed in accordance with the hourly rate schedule attached (see "Fee Schedule") on an as-needed basis, with a total fee for these construction phase services not to exceed $6,500. In the event this maximum must be exceeded, CEC will request a supplement to this agreement to increase the not-to-exceed fee limit.

5.0 PROJECT FEE

CEC proposes to provide the identified services for a Base Fee of **$10,500** and a not to exceed maximum fee of $6,500 for on-call construction phase services. Below is a task breakdown and summary of the anticipated fees. Project invoices will be submitted monthly and charges will be based on personnel hours and other direct project costs. Subcontractor and equipment/material expenses will be marked up at 10%. CEC proposes to complete this Project according to the Professional Services Agreement dated June 25, 2021 between the Town and CEC. No modifications are proposed to the previously agreed upon rates as listed in the Professional Services Agreement. If the Town wants to use another contract vehicle for this project, CEC reserves the right to review and comment on the contract terms and conditions prior to commencement of providing the services outlined herein.

PROJECT FEE	
Task	**Fee**
Bid Package	$7,000
Permitting	N/A
Procurement Support	$1,500
Base Construction Phase Services	$2,000
BASE FEE TOTAL	**$10,500**
On-Call Construction Phase Services (Not to Exceed)	$6,500

6.0 SCHEDULE

At this time, a schedule has not been established for this project. Following notice to proceed, CEC will work with the Town to work out a mutually agreeable schedule.

7.0 CLOSING

CEC appreciates the opportunity to present this proposal to the Town of Farragut. Please do not hesitate to contact either of us should you have any questions regarding the scope of services or cost estimate.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

John M. Greer, P.E.
Project Manager

Greg H. Presnell, P.E.
Principal

Attachments: Professional Services Agreement: Stormwater Infrastructure

cc: Lori Saal, Town of Farragut
Brannon Tupper, P.E., Town of Farragut
Brian Souva, P.L.S., CEC

ATTACHMENT B

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
2704 CHEROKEE FARM WAY, SUITE 101
KNOXVILLE, TENNESSEE 37920
PHONE: 865-977-9997 • FAX: 865-977-9919

229 PRINCE STREET
SEVIERVILLE, TENNESSEE 37862
PHONE: 865-774-7771 • FAX: 865-774-7767

Town of Farragut Fee Schedule

July 1, 2021 through July 1, 2022

PROFESSIONAL SERVICES

Classification	Rate/Hour
Principal	$205
Assistant Project Manager	$105
Staff Consultant (GIS technician)	$90
Project Manager 1	$120
2 Man Survey Crew	$150
Administrative Assistant	$75

DIRECT EXPENSES

Survey Vehicle $50/day

SUBCONTRACT SERVICES

Services @ Cost Plus 10%

*All Project Managers are licensed professionals in their respective field of practice.

AGENDA NUMBER VI.H. **MEETING DATE March 10, 2022**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Trevor Hobbs, Assistant to the Town Administrator

SUBJECT: Approval of the First Amendment to option and lease agreement for property at 519 Virtue Road, between the Town of Farragut and STC TWO LLC

INTRODUCTION: The purpose of this item is to approve an amendment to the current agreement between the Town of Farragut and Crown Castle for ground lease related to a cell tower located at 519 Virtue Road. The contract would extend the lease until 2043.

BACKGROUND: The Town first leased land to Spring Comm LLC for this tower site on Virtue Road in 1998. Crown Castle has since assumed that lease and has managed the contract through several extensions over time. The current agreement will expire as of September 2023.

DISCUSSION:

The proposed amendment to the contract would:

1. Extend the contract term through September 2043, an extension of 20 years.
2. Increase base rent for the tower from $14,700 per year to $30,000 per year, effective October 1, 2023, when the current rent term ends; an increase of 104 percent.
3. For new antennae attached after the contract is effective, replace the collocation fee of $8,450 per year per collocated carrier with a revenue share of 20% per collocated carrier.
4. For existing antennae, the collocation fee will increase from $8,450 to $9,720 per year, effective two months after the amendment is executed, an increase of 15 percent.
5. Beginning October 30, 2024, the base rent and colocation fees will increase by 3 percent, and each year thereafter, rather than increasing by 15 percent every five years.
6. In lieu of increased rents at the time of this amendment until October 2023, the Town would receive a pre-payment of $25,000, which represents the difference between the current rate and the new rate for that period of twenty months.
7. Contain a right of first refusal clause, a standard contract feature, that is identical to the same clause in the Town's agreement for the tower on Fretz Rd.

RECOMMENDATION BY: Assistant to the Town Administrator Trevor Hobbs for approval.

PROPOSED MOTION: To approve the First Amendment to option and lease agreement for property at 519 Virtue Road, between the Town of Farragut and STC TWO LLC

BOARD ACTION:

MOTION BY:_____SECONDED BY:_____

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

This Instrument Prepared by:
Matthew W. Barnes, Esq.
Burr & Forman, LLP
420 North 20th Street
Suite 3400
Birmingham, AL 35203

Return to:
Crown Castle
8020 Katy Freeway, Suite 900
Houston, TX 77024
Attn: CCRE Department

Cross Reference to:
Book ____, Page _____
Knox County, TN Records

STATE OF TENNESSEE)

COUNTY OF KNOX)

AGREEMENT AND MEMORANDUM OF FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS AGREEMENT AND MEMORANDUM OF FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT ("**Memorandum**") is made and entered into as of the last date of execution set forth below, by and between **TOWN OF FARRAGUT**, a Tennessee municipal corporation, having a mailing address of 11408 Municipal Center Drive, Farragut, TN 37934 ("**LANDLORD**"), and **STC TWO LLC**, a Delaware limited liability company, as successor by assignment to SprintCom, Inc., a Kansas corporation (having a mailing address of c/o Crown Castle USA Inc., Attention: Legal - Real Estate Department, 2000 Corporate Drive, Canonsburg, Pennsylvania 15317) ("**TENANT**").

W I T N E S S E T H:

WHEREAS, LANDLORD and TENANT are parties to that certain Option and Lease Agreement last dated August 27, 1998 (the "**Agreement**"), covering certain real property, together with an easement for ingress, egress and utilities thereto, being more particularly described in **Exhibit "A"** attached hereto (the "**Property**");

WHEREAS, the Property may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto;

WHEREAS, the Agreement has an original term (including all extension terms) that will terminate on September 30, 2023 (the "Original Term"); and

WHEREAS, effective as of the date of this Memorandum, LANDLORD and TENANT have amended the Agreement and desire to acknowledge, confirm and make record of the above-referenced amendment.

NOW, THEREFORE, LANDLORD and TENANT hereby acknowledge and agree that the following accurately represents the Agreement, as amended by that First Amendment to Option and Lease Agreement dated as of the date hereof:

LANDLORD:	Town of Farragut, with a mailing address of 11408 Municipal Center Drive, Farragut, TN 37934.
TENANT:	STC Two LLC, a Delaware limited liability company, with a mailing address of c/o Crown Castle USA Inc., Attention: Legal - Real Estate Department, 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.
Property:	The real property leased by LANDLORD to TENANT, together with an easement for ingress, egress and utilities thereto, is described in Exhibit "A," attached to this Memorandum and incorporated herein by this reference.
Initial Lease Term:	For a term of five (5) years, beginning on October 1, 1998.
Expiration Date:	The first four (4) extensions having been exercised, if not otherwise extended or renewed, the Agreement shall expire on September 30, 2023.
Right to Extend or Renew:	TENANT has four (4) remaining options to extend the Agreement for successive periods of five (5) years each on the terms and conditions set forth in the Agreement, as amended. If TENANT exercises all extensions/renewals, the final expiration of the Agreement will occur on September 30, 2043.
Option to Purchase:	No.
Right of First Refusal:	Yes.

All of the terms, provisions, covenants and agreements contained in the Agreement are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. LANDLORD and TENANT ratify, confirm and adopt the Agreement as of the date hereof and acknowledge that there are no defaults under the Agreement or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Agreement shall remain and continue in full force and effect. This Memorandum will be recorded in the applicable land records and is intended to provide notice to third parties of the Agreement and any and all amendments thereto. The Agreement and any and all amendments thereto contain terms and conditions in addition to those set forth in this Memorandum. This Memorandum is not intended to amend or modify the terms and conditions of the Agreement or of any amendments thereto. To the extent that the terms and conditions of this Memorandum differ from the terms and conditions of the Agreement and/or any amendments thereto, the terms and conditions of the Agreement and/or any amendments thereto shall govern and prevail. Capitalized terms not

otherwise defined herein shall have the meaning defined in the Agreement and/or any amendments thereto. This Memorandum may be executed in two (2) or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties have executed this Agreement and Memorandum of First Amendment to Option and Lease Agreement effective as of the day and year first written above.

LANDLORD:

TOWN OF FARRAGUT,
a Tennessee municipal corporation

ATTEST:

By:_____(SEAL)
Name:_____
Its:_____

_____
Name:_____
Its: _____

STATE OF TENNESSEE
COUNTY OF _____

Before me, _____, a Notary Public in and for said State and County aforesaid, duly commissioned and qualified, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the _____ of **TOWN OF FARRAGUT**, a Tennessee municipal corporation, the within-named bargainor, and that he/she, as such _____, being duly authorized so to do, executed the foregoing Agreement and Memorandum of First Amendment to Option and Lease Agreement for the purposes therein contained by signing the name of the Town by himself/herself as such officer.

WITNESS my hand and seal at office on this the _____ day of _____, 20___.

_____
Notary Public

My Commission Expires:

_____

TENANT:

STC TWO LLC,
a Delaware limited liability company

By: Global Signal Acquisitions II LLC,
a Delaware limited liability company
Its: Attorney in Fact

By: _____(SEAL)
Name: _____
Its: _____

STATE OF _____
COUNTY OF _____

Before me, _____, a Notary Public in and for said State and County aforesaid, duly commissioned and qualified, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the _____ of **GLOBAL SIGNAL ACQUISITIONS II LLC**, a Delaware limited liability company, as Attorney in Fact of **STC TWO LLC**, a Delaware limited liability company, the within-named bargainor, and that he/she, as such officer, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself/herself as such officer.

WITNESS my hand and seal at office on this the _____ day of _____, 20___.

_____
Notary Public

My Commission Expires:

_____

EXHIBIT "A"

SITUATED in the Sixth (6th) Civil District of Knox County, Tennessee, and being more particularly bounded and described as follows:

BEGINNING at a new iron rod set at the southwestern corner of the Lease Area, said iron rod being located South 43 deg. 35 min. 32 sec. East 1506.23 feet to the centerline of the intersection of Virtue Road and Evans Road, thence from said POINT OF BEGINNING with the boundary of the Lease Area the following four calls and distances: North 31 deg. 46 min. 01 sec. West 50.00 feet to a new iron rod; thence North 58 deg. 13 min. 59 sec. East 50.00 feet to a new iron rod; thence South 31 deg. 46 min. 01 sec. East 50.00 feet to a new iron rod which iron rod is located South 51 deg. 44 min. 51 sec. East 403.63 feet to an old iron rod; thence continuing with the boundary of the Lease Area, South 58 deg. 13 min. 59 sec. West 50.00 feet to a new iron rod, marking the POINT OF BEGINNING, as shown by survey of Gary C. Clark, Surveyor, RLS #1329, dated August 19, 1998, bearing File No. 24197-50

TOGETHER with a non-exclusive easement for ingress, egress, access and installation and maintenance of utilities over a 25 foot strip, lying 12.5 feet each side of the following described center line:

TO FIND THE POINT OF BEGINNING commence at a new iron rod set at the southwestern corner of the Lease Area described above, said iron rod marking the point of beginning of said Lease Area; thence with the southern boundary of the Lease Area North 58 deg. 13 min. 59 sec. East 50.00 feet to a new iron rod; thence North 31 deg. 46 min. 01 sec. West 25.00 feet to the point of beginning; thence with the center line of the 25 foot easement, North 58 deg. 13 min. 59 sec. East 29.07 feet to a point, thence South 68 deg. 19 min. 15 sec. East 182.76 feet to a point on the western right of way line of Virtue Road, being the terminus of said easement, all as shown by survey of Gary C. Clark, Surveyor, RLS #1329, dated August 19, 1998, bearing File No. 24197-50.

STATE OF TENNESSEE)

COUNTY OF KNOX)

FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT (the "**Amendment**") is made and entered into effective as of the last date of execution set forth below, by and between **TOWN OF FARRAGUT**, a Tennessee municipal corporation, having a mailing address of 11408 Municipal Center Drive, Farragut, TN 37934 ("**LANDLORD**"), and **STC TWO LLC**, a Delaware limited liability company, as successor by assignment to SprintCom, Inc., a Kansas corporation (having a mailing address of c/o Crown Castle USA Inc., Attention: Legal - Real Estate Department, 2000 Corporate Drive, Canonsburg, Pennsylvania 15317) ("**TENANT**").

W I T N E S S E T H:

WHEREAS, LANDLORD and TENANT are parties to that certain Option and Lease Agreement last dated August 27, 1998 (the "**Agreement**"), covering certain real property, together with an easement for ingress, egress and utilities thereto, being more particularly described in **Exhibit "A"** attached hereto (the "**Property**");

WHEREAS, the Property may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Agreement has an original term (including all extension terms) that will terminate on September 30, 2023 (the "**Original Term**") and the parties desire to amend the Agreement to extend the Original Term and as otherwise set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **AMENDMENTS**. The Agreement is hereby amended as follows:

(a) Commencement. The parties acknowledge and agree that the term of the Agreement commenced October 1, 1998.

(b) Additional Renewal Terms. The first sentence of Section 3 of the Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

> TENANT shall have the option to extend the term of this Agreement for eight (8) additional consecutive five (5) year periods.

If all such options to extend are exercised, then the final expiration of the Agreement shall occur on September 30, 2043.

(c) **Consideration**. Notwithstanding any provision of Section 2 or Section 4 of the Agreement to the contrary and in lieu of any other rent set forth in the Agreement:

(i) Effective October 1, 2023, the annual rent (the "**Base Rent**") shall be Thirty Thousand and No/100 Dollars ($30,000.00), payable in equal monthly installments of Two Thousand Five Hundred and No/100 Dollars ($2,500.00) each. Until October 30, 2023, TENANT shall continue to pay rent set forth in Section 4 of the Agreement; provided, that the amount payable for each current Co-Located Provider shall be as increased as provided herein.

(ii) Effective on the first day of the second full month following the complete execution of this Amendment, the amount payable for each Co-Located Provider located at the Property as of the date of this Amendment shall increase to Nine Thousand Seven Hundred Twenty and No/100 Dollars ($9,720.00), payable in equal monthly installments of Eight Hundred Ten and No/100 Dollars ($810.00) (the "**Current Co-Located Provider Payment**"). Such increase is prospective only and in no event shall LANDLORD be entitled to any back rent as a result of such increase. Payments with respect to any subtenant, licensee or other occupant of space at the Property after the date of this Amendment shall be as set forth in Section 1(c), and LANDLORD shall not be entitled to the Current Co-Located Provider Payment with respect to any such subtenant, licensee or other occupant.

(ii) Effective October 30, 2024 and on each anniversary of such date thereafter (the "**Adjustment Date**") and continuing for the duration of the Agreement, including all renewals as provided in Section 3 thereof, the Base Rent and the Current Co-Located Provider Payment payable hereunder shall each increase by three percent (3%) over the amount due in the immediately preceding lease year.

(d) **Revenue Share**. If, after the date hereof, TENANT subleases, licenses or grants similar rights of occupancy in the Property to an unaffiliated third party not already a subtenant or licensee at the Property (each a "**Subtenant**"), TENANT shall pay to LANDLORD twenty percent (20%) of the rental, license or similar payments actually received by TENANT (excluding any reimbursement of taxes, construction costs, installation costs, or revenue share reimbursement) from each such Subtenant (the "**Additional Rent**"). The Additional Rent shall be paid to LANDLORD within thirty (30) days after receipt of said payment by TENANT. TENANT shall have no obligation for payment to LANDLORD of such share of rental, license or other similar payments if not actually received by TENANT. Non-payment of such rental, license or other similar payment by a sublessee, licensee or other occupant shall not be a default under the Agreement. LANDLORD acknowledges that LANDLORD shall have no recourse against TENANT as a result of the failure of payment or other obligation by a Subtenant. TENANT shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Property and there shall be no express or implied obligation of TENANT to do so. Notwithstanding anything herein to the contrary, the parties agree and acknowledge that revenue derived from any Subtenants who commenced use and/or sublease of

the Property prior to the execution of this Amendment, or any successors and/or assigns of such Subtenants, shall be expressly excluded from the provisions of this paragraph and LANDLORD shall have no rights to receive any portion of the revenue of such Subtenants except for the Current Co-Located Provider Payment.

(e) **Notice**. The Agreement is hereby amended to reflect the following notice address for TENANT:

STC Two LLC
c/o Crown Castle USA Inc.
Attention: Legal - Real Estate Department
2000 Corporate Drive
Canonsburg, Pennsylvania 15317

(f) **Right of First Refusal**. If LANDLORD receives an offer that it intends to accept from any person or entity that owns or operates towers or other wireless telecommunications facilities or which person or entity (including any affiliates of any such entity) is in the business of acquiring LANDLORD's interest in the Agreement to purchase fee title, an easement, a lease, a license, or any other interest in the Property, any or all of LANDLORD's interest in the Agreement including the rent or revenue derived therefrom, or any other interest in the Agreement, or an option for any of the foregoing, LANDLORD shall provide written notice to TENANT of said offer ("LANDLORD's Notice"), and TENANT shall have a right of first refusal to acquire such interest on the same terms and conditions, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine TENANT's possessory or economic interest in the Property. LANDLORD's Notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If LANDLORD's Notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If TENANT does not exercise its right of first refusal by written notice to LANDLORD given within thirty (30) days, LANDLORD may convey the property as described in LANDLORD's Notice. If TENANT declines to exercise its right of first refusal, then the Agreement shall continue in full force and effect and TENANT's right of first refusal shall survive any such conveyance. TENANT shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Agreement or as part of an assignment of the Agreement. Such assignment may occur either prior to or after TENANT's receipt of LANDLORD's Notice and the assignment shall be effective upon written notice to LANDLORD..

2. **SIGNING BONUS**. As additional consideration for the execution of this Amendment, and in lieu of a current increase in rent, TENANT shall pay to LANDLORD the sum of Twenty Five Thousand and No/100 Dollars ($25,000.00) within thirty (30) days following the final execution of this Amendment by TENANT.

3. **MISCELLANEOUS.**

(a) **Full Force and Effect**. All of the terms, provisions, covenants and agreements contained in the Agreement are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. Capitalized terms used herein and not otherwise defined shall have the meaning set forth

for such term in the Agreement. LANDLORD and TENANT ratify, confirm and adopt the Agreement as of the date hereof and acknowledge that there are no defaults under the Agreement or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Agreement shall remain and continue in full force and effect. In case of any inconsistency between the Agreement and this Amendment, the terms and conditions of this Amendment shall govern and control.

(b) **Binding Effect**. This Amendment shall be binding upon the heirs, legal representatives, successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this Amendment.

(c) **IRS Form W-9**. LANDLORD agrees to provide TENANT with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by TENANT. In the event the Property is transferred, the succeeding LANDLORD shall have a duty at the time of such transfer to provide TENANT with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new LANDLORD. LANDLORD's failure to provide the IRS Form W-9 within thirty (30) days after TENANT's request shall be considered a default and TENANT may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

(d) **Survey.** TENANT reserves the right, at its discretion and at its sole cost, to obtain a survey (the "Survey") specifically describing the Property and any access and utility easements associated therewith. TENANT shall be permitted to attach the Survey as an exhibit to this Amendment and any related memorandum for recording, which Survey shall update and replace the existing description of the Property, at any time prior to or after closing the complete execution of this Amendment.

(e) **Representations and Warranties.** LANDLORD represents and warrants that:

(i) LANDLORD is duly authorized to and has the full power and authority to enter into this Amendment and to perform all of LANDLORD's obligations under the Agreement as amended hereby.

(ii) TENANT is not currently in default under the Agreement, and to LANDLORD's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by TENANT under the Agreement.

(iii) LANDLORD agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure TENANT's continuous and uninterrupted use, possession and quiet enjoyment of the Property under the Agreement as amended hereby.

(f) **Entire Agreement**. This Amendment supersedes all agreements previously made between the parties relating to its subject matter.

(g) **Litigation Costs**. In the event that it becomes necessary for either party hereto to initiate litigation for the purpose of enforcing any of its or his rights hereunder or for the purpose of seeking damages for any violation hereof, then, in addition to all other judicial remedies that may be granted, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other costs that may be sustained by such prevailing party in connection with such litigation.

(h) **Recording**. At any time following the execution of this Amendment by all parties hereto, TENANT, at its cost and expense, shall have the right, at any time during the term of the Amendment, as may be amended from time to time, and for no additional consideration payable to LANDLORD, to record in the appropriate recording office for land records: (i) a memorandum of this Amendment ("Memorandum") and LANDLORD covenants and agrees to execute said Memorandum within thirty (30) days following TENANT's written request therefor; and (ii) a notice or affidavit of amendment to lease (each, a "Notice of Amendment to Lease") executed solely by TENANT. Each of the Memorandum and the Notice of Amendment to Lease are intended to provide record notice of the terms of this Amendment.

(i) **Counterparts**. This Amendment may be, acknowledged and delivered by electronic and digital signatures and in any number of counterparts, and each such counterpart shall constitute an original, but together such counterparts shall constitute only one instrument.

(j) **Electronic Signatures**. Each party agrees that the electronic signatures of the parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Amendment and executed and adopted by a party with the intent to sign such Amendment, including facsimile or email electronic signatures.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Option and Lease Agreement effective as of the day and year first written above.

LANDLORD:

TOWN OF FARRAGUT,
a Tennessee municipal corporation

ATTEST:

By:_____(SEAL)
Name:_____
Its:_____

_____
Name:_____
Its: _____

STATE OF TENNESSEE
COUNTY OF _____

Before me, _____, a Notary Public in and for said State and County aforesaid, duly commissioned and qualified, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the _____ of **TOWN OF FARRAGUT**, a Tennessee municipal corporation, the within-named bargainor, and that he/she, as such _____, being duly authorized so to do, executed the foregoing First Amendment to Option and Lease Agreement for the purposes therein contained by signing the name of the Town by himself/herself as such officer.

WITNESS my hand and seal at office on this the _____ day of _____, 20___.

_____
Notary Public

My Commission Expires:

_____

TENANT:

STC TWO LLC,
a Delaware limited liability company

By: Global Signal Acquisitions II LLC,
a Delaware limited liability company
Its: Attorney in Fact

By:_____(SEAL)
Name:_____
Its:_____

STATE OF _____
COUNTY OF _____

Before me, _____, a Notary Public in and for said State and County aforesaid, duly commissioned and qualified, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the _____ of **GLOBAL SIGNAL ACQUISITIONS II LLC**, a Delaware limited liability company, as Attorney in Fact of **STC TWO LLC**, a Delaware limited liability company, the within-named bargainor, and that he/she, as such officer, being duly authorized so to do, executed the foregoing First Amendment to Option and Lease Agreement for the purposes therein contained by signing the name of the limited liability company by himself/herself as such officer.

WITNESS my hand and seal at office on this the _____ day of _____, 20___.

_____
Notary Public

My Commission Expires:

_____

EXHIBIT "A"

SITUATED in the Sixth (6th) Civil District of Knox County, Tennessee, and being more particularly bounded and described as follows:

BEGINNING at a new iron rod set at the southwestern corner of the Lease Area, said iron rod being located South 43 deg. 35 min. 32 sec. East 1506.23 feet to the centerline of the intersection of Virtue Road and Evans Road, thence from said POINT OF BEGINNING with the boundary of the Lease Area the following four calls and distances: North 31 deg. 46 min. 01 sec. West 50.00 feet to a new iron rod; thence North 58 deg. 13 min. 59 sec. East 50.00 feet to a new iron rod; thence South 31 deg. 46 min. 01 sec. East 50.00 feet to a new iron rod which iron rod is located South 51 deg. 44 min. 51 sec. East 403.63 feet to an old iron rod; thence continuing with the boundary of the Lease Area, South 58 deg. 13 min. 59 sec. West 50.00 feet to a new iron rod, marking the POINT OF BEGINNING, as shown by survey of Gary C. Clark, Surveyor, RLS #1329, dated August 19, 1998, bearing File No. 24197-50

TOGETHER with a non-exclusive easement for ingress, egress, access and installation and maintenance of utilities over a 25 foot strip, lying 12.5 feet each side of the following described center line:

TO FIND THE POINT OF BEGINNING commence at a new iron rod set at the southwestern corner of the Lease Area described above, said iron rod marking the point of beginning of said Lease Area; thence with the southern boundary of the Lease Area North 58 deg. 13 min. 59 sec. East 50.00 feet to a new iron rod; thence North 31 deg. 46 min. 01 sec. West 25.00 feet to the point of beginning; thence with the center line of the 25 foot easement, North 58 deg. 13 min. 59 sec. East 29.07 feet to a point, thence South 68 deg. 19 min. 15 sec. East 182.76 feet to a point on the western right of way line of Virtue Road, being the terminus of said easement, all as shown by survey of Gary C. Clark, Surveyor, RLS #1329, dated August 19, 1998, bearing File No. 24197-50.

AGENDA NUMBER VI.I. **MEETING DATE _March 10, 2022__**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: David Smoak, Town Administrator

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

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

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

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

The terms of the agreement are for five years and shall be automatically extended for successive five-year terms, unless terminated by either party. The agreement also specifies the Town of Farragut will pay Rural Metro $73,550 annually in four quarterly payments beginning February 1, 2022, for these services. On each anniversary date of the term this amount will increase 3.2%. At the election of the Town, additional fire prevention services can be utilized for 20 hours per week at a quarterly fee of $7,960 per staff member.

FINANCIAL SECTION:

Account Number: 110-41700-2540

Total Budget	Contracted Amount	Expenditures YTD	Remaining Amount
$86,918	$73,550	$36,537	$13,368

Approved By: A. Myers

RECOMMENDATION BY: Town Administrator David Smoak for approval.

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

BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

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

DocuSign Envelope ID: D8AC19EC-0C52-4EEC-9002-06EE07C6AFED

Staffing Services Agreement

This Staffing Services Agreement is made between THE TOWN OF FARRAGUT, TENNESSEE ("Customer" or "Town") and RURAL/METRO - TENNESSEE, L. P., ("Company") is effective as of February 24, 2022 ("Commencement Date").

A. Customer from time-to-time is in need of a Fire Marshal for the Town ("Personnel");

B. Company wishes to provide qualified Personnel and is capable of providing qualified staff upon request by Customer.

Therefore, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Staffing Services**. On a 24/7 basis, Company will supply a Fire Marshal (the "Services"). Said Personnel shall devote at least ninety (90) percent of his/her regular working hours to the performance of fire prevention services and public fire education activities in Farragut, Tennessee. Company may, for brief periods, substitute another qualified individual so that the duties of the Fire Marshal can be executed when he/she is absent due to vacation, illness, or work-related travel.
2. Personnel must maintain certification as Fire Inspector I as administered by the International Code Council (ICC). Company shall be solely responsible for the payment of any and all wages and benefits to its Personnel.

Services shall include:

(A) Plan review of construction plans for fire and safety requirements in conjunction with Town Code Enforcement Officers

(B) Inspections to assure compliance with appropriate fire code and building codes

(C) Inspections of existing commercial, institutional, and multi-family structures to assure compliance with fire and safety codes

(D) Conduct and coordinate fire prevention education programs and services

(E) Assist Town staff to develop and maintain fire and safety prevention procedures for Town's facilities and equipment

(F) Assist Town staff to review plans for proposed subdivisions, developments, and transportation improvements in consideration of access for emergency vehicles

(G) Provide support for fire suppression on site

(H) Utilize the guidelines established in NFPA 1730 for inspection frequency and risk classification.

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

3. **Compliance with Laws.** The parties shall comply with all applicable laws including, without limitation, the statutes (including the federal Anti-Kickback Statute and the federal Service Contract Act), rules, regulations and orders of the United States of America, any and all agencies and courts thereof in connection with this Agreement and the transactions contemplated hereunder. If Company is covered by the Service Contract Act, Company shall post a notice of the wages and benefits established by the applicable wage determination in a prominent and accessible location at the worksite where it may be seen by all employees that perform work under this Agreement.

4. **Term.** The initial term of this Agreement shall be five years, commencing on the Commencement Date. Unless terminated, this Agreement shall be automatically extended for successive five-year terms, each successive term likewise being subject to termination as herein provided. The initial term and any renewal periods shall be referred to as the "Term".

5. **Termination.** Either party may terminate this Agreement: (a) at any time without cause and at its sole discretion upon ninety (90) days written notice to the other party; or (b) upon the material breach of this Agreement by the other party if such breach is not cured within thirty (30) days of written notice thereof to the other party. Notwithstanding the foregoing, Customer may terminate this Agreement immediately upon: (i) the failure of Company to respond after accepting an Order for Services; or (ii) following Company's or its personnel loss or suspension of licensure necessary for the provision of the Services or reduction or loss of Company's insurance coverage.

6. **Standards for Services.** Company represents and warrants that (a) any and all Services shall be provided in accordance with prevailing industry standards of quality and care applicable to the Services provided; and (b) any and all Services rendered shall be performed in a good and professional manner and (c) shall be provided by individuals holding the appropriate licensure.

7. **Ordering and Payment Schedule**. Town agrees to pay Company the sum of $73,550.00 ("Agreement Fee") annually payable in four (4) equal payments of $18,387.50 beginning the 1st day of February 2022 and continuing on the first day of each quarter until October 31, 2026. Beginning February 1, 2023, the current Agreement Fee will increase 3.2% on each anniversary date through the term of this Agreement and will be payable as set forth herein. Town agrees to pay $60 per hour for any additional hours that it requests. In the event the parties wish to permanently increase the committed staff, such increase will be charged to Town at the rate of $7,960.00 per quarter per staff member. The additional staff member shall committwenty (20) hours weekly for the duration of the agreement (the "Additional Staff Fee"). The Additional Staff Fee shall increase 3.2% each February 1st, with the first increase being on February 1, 2023. . Company shall invoice Customer monthly and Customer shall pay within forty-five (45) days of receipt of a properly prepared invoice for any additional hours.

8. **Record Retention.** To the extent applicable or not otherwise retained by Customer, Company will retain books and records respecting Services rendered to patients for the greater of ten (10) years or the time periods required under all applicable laws (including the requirements of the Secretary of Health and Human Services ("HHS") and allow access to such books and records by duly authorized agents of the Secretary of HHS, the Comptroller General and others to the extent required by law.

9. **Audit Rights**. Company shall, within a reasonable amount of time after written notice from Customer provide representatives of Customer, the U.S. Government or any state government (as specified in the notice), with access to all records, documents, fiscal and accounting data, and other information (whether in paper form, microform, electronic media or other form) that relate to this Agreement. This obligation

of Company shall survive for a period of three (3) years following final payment under this Agreement or until such later time as required under applicable law and regulation.

10. **Insurance.** Company currently maintains and will maintain during the Term of this Agreement liability insurance policies for claims that may be made against Company arising out of the Services under this Agreement. Company shall maintain comprehensive general and automobile liability coverage with limits no less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) annual aggregate. Company shall maintain medical professional liability coverage with limits no less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) annual aggregate and workers' compensation insurance in the statutory required amounts. Company shall provide to Customer upon execution of this Agreement certificates of insurance evidencing coverage.

11. **Indemnity**. To the extent permitted or allowed by law, each party will indemnify and hold the other party harmless from and against liability claims resulting from or alleged to result from any negligence or willful misconduct of the indemnifying party related to the performance of this Agreement.

12. **Notices**. Any notice provided pursuant to this Agreement shall be in writing and shall be deemed given (1) if by hand delivery, upon receipt thereof, (2) if mailed within the United States, 3 days after deposit in the United States mails, postage prepaid, certified mail return receipt requested, (3) if by overnight or similar third party courier service, then upon delivery thereof as confirmed by such service, (4) if by e-mail transmission, upon written confirmation by the intended recipient. Notice shall be sent to the following addresses:

    If to Customer:

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

    If to Company:

    Global Medical Response, Inc.
    6363 S Fiddler's Green Cirlce, 14th Floor
    Greenwood Village, Colorado 80111
    Attn: Law Department

13. **Confidentiality.** All information with respect to the operations and business of a party (including but not limited to the rates charged hereunder) and any other information considered to be and treated as confidential by that party gained during the negotiation or Term of this Agreement will be held in confidence by the other party and will not be divulged to any unauthorized person without prior written consent of the other party, except for access required by law, regulation and third party reimbursement agreements. The obligations under this section shall not apply to information which (a) at the time of disclosure is in the public domain or, after disclosure, enters the public domain other than by breach of this Agreement; or (b) is already in the possession of the recipient at the time of disclosure and is not acquired from the other Party; or (c) is later received on a non-confidential basis from a third Party having the right to impart such information; or (d) is independently developed by the recipient's employees who did not have access to such information in connection with this Agreement.

14. **Relationship.** In the performance of this Agreement, each party shall be, as to the other, an independent contractor, and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. Nothing contained within this Agreement shall be construed to constitute either party assuming or undertaking control or direction of the operations, activities or medical care rendered by the other. As to either party's employees, nothing contained herein shall be construed in such a manner as to give effect to the notion that either party shall in anyway assume responsibility for the oversight or provision of the other party's employee benefits, including but not limited to the payment of wages, provision of health insurance, or any and all other commonly accepted benefits of employment. Each party shall have full responsibility for any and all taxes that may be due to any governmental authority, including (without limitation) income taxes, that are assessed in any manner related to this Agreement.

15. **Compliance Program and Code of Conduct.** Company has made available to Customer a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at Company's web site, located at: www.AMR.net, and the Customer acknowledges receipt of such documents. Company warrants that its personnel shall comply with Company's compliance policies, including training related to the Anti-kickback Statute.

16. **Background Investigation**. Company warrants and represents that it has performed a background investigation on employees that provide patient care Services or drive vehicles. The investigation report includes the following:

    - Social Security Number Verification
    - Criminal Search (7 years or up to 5 criminal searches)
    - Employment Verification to include reason for separation and eligibility for re-employment for each employer for 7 years
    - OIG List of Excluded Individuals/Entities
    - Sex Offender Registry
    - State and Local Licensure Verification
    - Drug Screen
    - Upon request and from time-to-time, Company shall provide Customer with a continuing certification.

17. **Referrals.** It is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided. Company represents and warrants that the rates and pricing that it has accepted do not place it in violation of any federal or state anti-kickback statute.

18. **General Provisions**

    18.1 **Entire Agreement**. This Agreement incorporates by this reference the Preliminary Statement and any Exhibits and/or schedules hereto. This Agreement contains the entire agreement between the Parties and any representations, endorsements, promises or arrangements, including those contained in any prior drafts of this Agreement, if not embodied herein, shall not be of any force

or effect. Any and all prior agreements between the Parties with respect to the subject matter of this Agreement are superseded hereby and of no further force or effect. The Parties represent and warrant that they have not relied upon any prior or contemporaneous writings, negotiations, proposals, agreements, communications, discussions or representations.

18.2 **Modification, Amendment and Waiver**. Neither this Agreement, nor any part hereof, may be modified or amended orally, by trade usage or by course of conduct or dealing, but only by and pursuant to an instrument in writing duly executed and delivered by the party sought to be charged therewith. No covenant or condition of this Agreement can be waived except by the written consent of the Party entitled to receive the benefit thereof.

18.3 **Successors and Assigns**. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

18.4 **Assignment**. This Agreement and the rights and obligations of the parties hereunder shall not be assignable or transferable by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed, and neither party shall assign, delegate or subcontract this Agreement or the performance of the services to be performed by such party hereunder, or any part thereof, to any other person without the prior written consent of the other party. Notwithstanding the foregoing, this Agreement may be assigned to any corporation or other entity of any kind succeeding to the business of the assigning party in connection with the merger, consolidation or transfer of all or substantially all of the assets and business of the assigning party to such successor. This Agreement may also be assigned to any subsidiary or parent corporation or other affiliate of the assigning party. In such circumstances, the assigning party shall notify the other party of such assignment no later than thirty (30) days after closure of the transaction resulting in such assignment; provided that failure to satisfy such requirement shall not constitute a breach of this Agreement, and the assignor shall not have any liability for any failure to satisfy such requirement.

18.5 **Construction**. This Agreement shall not be construed more strictly against one party than against another merely by virtue of the fact that this Agreement may have been physically prepared by one of the parties, or such party's counsel, it being agreed that all parties and their respective counsel have mutually participated in the negotiation and preparation of this Agreement. Unless the context of this Agreement clearly requires otherwise: (i) references to the plural include the singular and vice versa; (ii) references to any person or entity include such person's or entity's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement; (iii) references to one gender include all genders; (iv) "including" is not limiting; (v) "or" has the inclusive meaning represented by the phrase "and/or"; (vi) the words "hereof", "herein", "hereby", "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement; (vii) article, Section, subsection, clause, exhibit and schedule references are to this Agreement unless otherwise specified; and (viii) reference to any agreement (including this Agreement), document or instrument means such agreement, document or instrument as amended or modified and in effect from time in accordance with the terms thereof and, if applicable, the terms hereof. If this Agreement and any agreement, instrument or document to be executed in connection herewith contain provisions which are inconsistent, then the provision which is most specific with respect to the subject matter shall control.

18.6 **Severability**. If any provision of this Agreement is found by a court of competent jurisdiction to be contrary to, prohibited by or invalid under any applicable law, such court may modify such provision so, as modified, it will be enforceable and will to the maximum extent possible comply with the apparent intent of the parties in drafting such provision. If no such modification is possible, such part shall be deemed omitted, without invalidating the remaining provisions hereof. No such modification or omission of a provision shall in any way affect or impair such provision in any other jurisdiction.

18.7 **Captions.** The captions, headings or titles of the various Sections and parts of this Agreement are for convenience of reference only, and shall not be deemed or construed to limit or expand the substantive provisions of such Sections.

18.8 **Independent Contractor**. Each party is an independent contractor and no provision of this Agreement renders or shall be deemed to render their relationship a partnership, joint venture, employment relationship, or agency. Neither Party shall have nor exercise any control or direction over the methods by which the other Party and its employees or subcontractors shall perform their duties and obligations arising hereunder. Nothing in this Agreement shall be considered to create more than the mutual duties, responsibilities and benefits specifically set forth herein.

18.9 **Authority to Enter Into Agreement.** Each party to this Agreement warrants to the other party that such party's execution of this Agreement, and performance of its obligations under this Agreement, have been duly authorized by all necessary corporate, Tribal, or other applicable actions and will not violate or be in conflict with any agreement, commitment, obligation, or undertaking by which such party is bound, and that this Agreement is a valid and binding obligation of such party.

18.10 **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature and may be used in lieu of the original Agreement for all purposes. Each party agrees that the use of electronic signatures, whether digital or encrypted, in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

18.11 **Signature Date**. If a party signs but fails to date a signature, the date on which the other party receives the signing party's signature will be deemed to be the date that the signing party signed this Agreement, and the other party may insert such date into the Agreement

18.12 **Governing Law; Waiver of Jury Trial**. This Agreement is governed by, and construed in accordance with, the laws of the State of Tennessee, without regard to its choice or conflict of law provisions. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY FOR ANY MATTER RELATING TO THIS AGREEMENT, AND AGREES THAT ANY SUCH MATTER SHALL BE TRIED SOLELY BY THE COURT.

19. **Compliance.**

19.1 **No Referral Contingency.** The parties agree hereto that the benefits to each party hereunder do not require, are not payment for, and are in no way contingent upon the admission, referral, or any other arrangement for the provision of any item or service offered by either party in any facility, controlled, managed, or operated by any party. The parties expressly acknowledge and agree that it has been and continues to be their intent to comply fully with all federal, state, and local laws, rules and regulations. It is not the purpose nor is it a requirement of this Agreement to offer or receive any remuneration of any nature or to solicit, require, induce, or encourage the referral of any patient, the payment for which may be made in whole or in part by Medicare or Medicaid. No payment made or received under this Agreement is in return for the referral of patients or in return for the purchasing, leasing, ordering or arranging for or recommending the purchasing, leasing, or ordering of any goods, service, item or product for which payment may be made in whole or in part under Medicare or Medicaid. No party shall make or receive any payment that would be prohibited under state or federal law.

19.2 **Section 952 of Omnibus Budget Reconciliation Act of 1980.** To the extent applicable, until the expiration of four years after the furnishing of Services pursuant to this Agreement, the parties shall each make available, upon written request, to the United States Secretary of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and the books, documents and records of each that are necessary to verify the nature and extent of the cost of providing such Services. If either party carries out any of its duties hereunder through a subcontract with a value of $10,000 or more over a twelve (12) month period with a related organization (as defined under applicable Federal Law), the subcontract shall contain a clause to the effect of that, until the expiration of four (4) years after the furnishing of services pursuant to the subcontract, the related organization shall make available, upon written request, to the United States Secretary of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of the cost of providing such Services. If either party is requested to disclose any books, documents or records pursuant to this Section, or otherwise for purposes of any third party audit or investigation related to this Agreement, such party shall promptly notify the other party of the nature and scope of the request and shall make available all such books, documents and records to the other party.

19.3 **Compliance**. In performing its obligations under this Agreement, each party will comply, and will cause its Affiliates, employees and agents to comply with, the requirements of all applicable Laws, including those that pertain to the confidentiality of patient information. Each party recognizes that it is a covered entity and without limiting the foregoing each party agrees to timely comply with the Health Insurance Portability and Accountability Act (HIPAA) and all regulations promulgated thereunder, as amended from time to time. Each party will take such actions as are reasonably requested by the other party to achieve HIPAA compliance relative to this Agreement, including executing a separate standard Business Associate Agreement. In addition, the parties intend to comply fully with all applicable state and federal Laws and regulations, including but not limited to The Social Security Act, the federal Anti-Kickback Statute, the federal Self-Referral Act, the federal False Claims Act, and all applicable state and federal fraud and abuse Laws and rules. Further, both parties hereto agree that any patient transfers shall be in compliance with EMTALA,

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42 U.S.C. 1395dd et seq. and any amendments thereto, and such other requirements as may be imposed by the Secretary of Health and Human Services, and any applicable state transfer Laws.

19.4 **Culture of Compliance.** Each party acknowledges that the other party promotes full compliance with the Law and has established a culture that fosters the prevention, detection and resolution of instances of misconduct. Each party agrees to cooperate with the administration of the other party's compliance program during the Term of this Agreement. Such cooperation shall include participating in training, providing access to necessary billing documentation, participating in contract and claims audits and other aspects of the other party's compliance program and upon request, cooperating and assisting during any internal compliance review, investigation and/or audit. Each party shall promptly notify the other party of any violation of the other party's compliance policies and procedures or any applicable Law or regulation of which such party becomes aware during the Term hereof. Each party shall cooperate with the other party in responding to and resolving any compliance investigation, inquiry or review initiated by a governmental agency, third party payor or other organization.

By signing below, each party acknowledges that the undersigned has carefully read and fully understands this Agreement, and each Party agrees to be bound by the terms of this Agreement.

RURAL/METRO - TENNESSEE, L. P.,

DocuSigned by:
By: Michael Ragone
7572308B46A8746C...
[Name] Michael Ragone
[Title] Chief Fire and Federal Services
[Address]
[City, State and Zip Code]
[Email] michael.ragone@gmr.net

THE TOWN OF FARRAGUT, TENNESSEE

By: _____
Ron Williams
Mayor
11408 Municipal Center Drive
Farragut, TN 37934
amyers@townoffarragut.org

AGENDA NUMBER VI.J. **MEETING DATE** MARCH 10, 2022

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: David Smoak, Town Administrator

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

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

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

DISCUSSION: Rural Metro currently has an ISO class 3 rating, with 1 being the highest and 10, or being unrated, the lowest. The higher the rating, the lower insurance premiums typically are for homeowners and business owners in Town.

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

Subscription rates shall be effective for a 12-month period and may be increased no more than 3%/year for residential subscribers and 5%/year for commercial subscribers. Attached to this report is the contract, current rate schedule, and estimated operating costs for the year 2020.

RECOMMENDATION BY: Town Administrator David Smoak for approval.

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

BOARD ACTION:

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

VOTE/TOTAL	MEYER	POVLIN	WILLIAMS	PINCHOK	BURNETTE
YES					
NO					
ABSTAIN					

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FIRE, EMERGENCY AND ENVIRONMENTAL/HAZARDOUS MATERIALS

RESPONSE AGREEMENT

This Agreement by and between the Town of Farragut, Tennessee (the "Town"), and Rural/Metro - Tennessee, L.P. (the "Company," dba Rural Metro Fire) is entered into as of this 24th day of February 2022 (the "Effective Date").

WITNESSETH:

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

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

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

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

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

2. Exclusive Service Area. The Service Area within which rights are granted to the Company by this Agreement is exclusive and covers the areas within the corporate boundaries of Farragut, Tennessee, and to any area hereinafter annexed thereto during the term of this Agreement and any extension thereof (the "Service Area").

3. Term of Agreement. This Agreement and the rights granted hereunder shall take effect as of the day and year first above written and shall continue in force and effect for an initial term not to exceed five (5) years after the Effective Date, unless sooner terminated as provided herein. The Agreement may be renewed and extended for such period as the Town shall grant pursuant to the then applicable rules and regulations or under terms, conditions and agreement, which the Town determines appropriate. The Company's application for renewal shall be initiated by delivery of the Company's proposal for renewal to the Town Hall. The proposal for renewal shall be delivered to the Town not less than six (6) months prior to the expiration of the initial term, or such renewal term then in effect, or at such other time as may be established by the then applicable rules of the Town of Farragut. Upon receipt of the proposal for renewal, the Town may: (1) Renew the Agreement; (2) negotiate modifications or changes to the Agreement or to the Company's pending proposal for renewal; or (3) deny Agreement renewal.

4. Termination of Agreement. The Agreement hereby granted may be terminated by (1) expiration of the term without renewal, or (2) at the will of either party hereto by giving the other party written notice at least twelve (12) months in advance of the date upon which the terminating party desires for the Agreement to terminate.

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5. Indemnification of Town of Farragut. The Company shall at all times protect and hold harmless the Town from all claims, actions, suits, liability, loss, expense or damage of every kind or description, including investigation costs, court costs, and attorney's fees, which may accrue to or be suffered or claimed against the Town to the extent based upon, arising out of or connected to this Agreement and Company's negligent acts or omissions with respect to its ownership, operation, deployment, or use of any of its equipment, supplies or materials, the furnishing of any services, the activities and conduct of any of its agents, servants, or employees when acting within the scope of their duties or under the apparent auspices of and for Company in the performance of its services under this Agreement.

6. Insurance. The Company shall maintain in full force and effect during the term of this Agreement commercial general and professional liability insurance through an insurance company authorized to do business in the State of Tennessee reasonably acceptable to the Town and providing coverage in amounts not less than Five Million Dollars ($5,000,000.00) for bodily injury or death in any one occurrence. The Company shall furnish to the Town a certificate of insurance evidencing such coverage and naming the Town as an additional insured. It is specifically noted that the insurance coverage and limits of liability required by this Agreement may be provided by a combination of primary and excess liability policies and self-insurance retentions or deductibles as applicable. It is also noted that the liability insurance policies purchased by the Company provide coverage for general Company operations and include, but are not exclusively applicable to, this Agreement.

7. Governing Regulations. The Company shall conduct its operations and. to the extent within its control, comply with requirements of the various inspecting or rating agencies so as to maintain an Insurance Service Organization ("ISO") Public Protection Class of four (4) or less (better).

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8. Personnel. Company's personnel shall equal or exceed training and certification requirements of the State of Tennessee or other applicable certifying authority for the service being performed (Firefighting, Emergency Medical, hazardous materials, etc.). Company will only employ as firefighters individuals who have completed basic firefighter training as required by T.C.A. § 4- 24-112. In addition, all firefighters must have completed training that involves 240 hours of classroom and practical instruction that meet the requirements of NFPA 1001. All drivers employed by Company to drive fire pumpers or aerial trucks must have the Fire Apparatus Operator Certification, and all officers of a rank of Lieutenant or higher shall have received certifications of Fire Officer I. Company and all its operation shall at all times be in conformity with rules and regulations governing the training, types of equipment, and minimum equipment requirements promulgated by federal and/or state agencies regulating Company. The level of personnel maintained by Company to respond to the Service Area shall comply with the requirements of NFPA 1710-2001, Sections 5.2.3.2.2 and 4.1.2.1.4.1 at the time of its adoption.

9. Level of Service. Company shall maintain a minimum of two (2) fire stations within the Service Area. Stations should be located such that all calls for service hereunder should average response times throughout the Service Area of not more than 6 minutes 20 seconds from the time of receipt of a call until the first unit with firefighting capabilities (i.e., water and firefighting personnel and apparatus) arrives on scene 90% of the time, per NFPA 1710. Operational standards within the control of company shall be such as to maintain a Public Protection Class 4, or better, defined by the Insurance Service Office's Fire Suppression Rating Schedule.

10. Emergency Medical Service. Company will provide emergency medical first responder services utilizing certified emergency medical technicians ("EMTs"). Company will ensure that one (1) paramedic EMT shall be stationed on each engine company within the Town.

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11. Communication Access. Company currently has radio and other communication equipment capability and personnel on duty twenty-four (24) hours per day, seven (7) days per week. Company agrees to continue such capability staffing and hours of operation and to allow the Town access to and through its communications network in emergency situations and otherwise on an as- needed basis provided such access by the Town does not interfere with the discharge of Company's emergency duties and responsibilities.

12. Rates and Rate Increases. Attached hereto as Exhibit A is a listing of the rates Company will charge citizens and property owners within the Service Area commencing with the Effective Date. At the expiration of each 12-month interval following the Effective Date, Company shall be entitled to adjust its rates. Town and Company agree that for purposes of setting and determining allowable rates and rate increases that the rates charged by Company at the Effective Date of this Agreement shall be the Company's base rates allowable under this Agreement. Said rates may be increased only in accordance with the following provisions:

    (a) The annual residential rate will not increase from one year of the term to the next year in an amount more than three percent (3%).

    (b) The annual commercial rates will not be more than five percent (5%) higher than the residential rate for any applicable annual period.

    (c) Proposed rate changes will be submitted by Company to Town at least thirty (30) days before implementation.

13. Increase in Specific Services. In the event the Town determines that specific service improvements or increases are required above the levels provided for herein or in addition to the levels provided for herein, the Town and Company agree to negotiate in good faith to quantify the nature, type and cost of improvements and the appropriate means of funding such improvements.

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14. Town Services and Sponsored Public Events.

(a) During the term of this Agreement, Company agrees to provide emergency fire services for all properties owned by the Town at no cost to the Town.

(b) During the term of this Agreement and subject to emergency pre-emption of equipment and/or personnel, Company agrees to assign and have present equipment and personnel at major Town sponsored public events such as festivals, parades, and community wide picnic/recreational festivals.

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

16. Reporting Requirements.

(a) In accordance with the premises paragraphs of this Agreement, the Company has provided the Town a schedule of its total operating costs for providing its services within the Service Area during 2020, and a schedule listing the rates it has charged the citizens and property owners within the Service Area for its services during 2021, 2020, 2019, 2018, 2017 and 2016. (See Attachment A.)

(b) After the Effective Date, on or before the fifteenth ($15^{th)}$ day of each month, Company shall provide to Town the following information about its operational performance results for the preceding month:

(i) The number and type of emergency responses by the Company within the Town;

(ii) An analysis of response times;

(iii) Losses due to fire; and

(iv) Details of individual responses where arrival times exceed those defined in Paragraph 9 above.

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

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

To Company:	To Town:
Rural/Metro - Tennessee, L.P. 6363 S. Fiddlers Green Circle, 14th Floor Greenwood Village, Colorado 80111 Attn: General Counsel	Town of Farragut 11408 Municipal Center Drive Farragut, Tennessee 37934 Attn: Town Administrator

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With a copy to:

Rural Metro Fire Department
160 N. Campbell Station Road
Farragut, Tennessee 37934

ATTN: Fire Chief

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

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

ATTEST:

_____
Town of Farragut
Town Attorney

ATTEST

_____
Secretary

_____
Town of Farragut
Mayor

DocuSigned by:
Michael Ragone
757230B46A8746C...
Rural Metro Fire Department
Michael Ragone
Chief Fire and Federal Services

_____
Chief, Fire and Federal Services

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ATTACHMENT A

Estimated operating costs for fire and emergency services for 2020: $3,475,000

Excludes capital and interest expense.

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KNOX COUNTY RESIDENTIAL INCLUDING FARRAGUT

RATE EFFECTIVE:January 1, 2020 THRU TBD

Singlewide	$108.15
Doublewide	$185.40

Square Feet	Rate
0-999	$170.47
1,000-1,499	$241.28
1,500-1,999	$271.41
2,000-2,499	$324.45
2,500-2,999	$370.80
3,000-3,499	$432.60
3,500-3,999	$478.95
4,000-4,499	$515.00
4,500-4,999	$545.90
5,000 +	$545.90 + .10376

Residential Rates are based on total square footage (including all unheated space), and cover contiguous, unimproved land up to 5 acres. Rate for residences exceeding 5,000 sq. ft. = 545.90 + $0.10376/sq. ft. for the area exceeding 5,000 sq. ft.

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

Outbuildings/Other Structures
$20.00 per unit

Construction:
Residential: $50.00 per unit

Fee for Service:
Hourly rate for Fire Response, Residential/Commercial - $1800.00 per hour/per apparatus.
$9000.00 /1 hour, 1 hour minimum for an actual structure fire

Commercial Rate:
0-1500 sq. ft. - $233.53
$.15568 sq. ft. for anything over 1500 sq. ft.

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% for properties fully protected by an automatic sprinkler system.

RATE EFFECTIVE:January 1, 2019 THRU

Singlewide	$107.10
Doublewide	$183.60
Duplex	$354.00
Triplex	$526.00
Quadraplex	$698.00

Square Feet	Rate
0-999	$168.81
1,000-1,499	$238.94
1,500-1,999	$268.77
2,000-2,499	$321.30
2,500-2,999	$367.20
3,000-3,499	$428.40
3,500-3,999	$474.30
4,000-4,499	$510.00
4,500-4,999	$540.60
5,000 +	$530.00 + .100737

RATE EFFECTIVE: Mar 1, 2019 THRU December 30, 2019

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

Square Feet	Rate
0-999	$165.50
1,000-1,499	$234.25
1,500-1,999	$263.50

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2,000-2,499	$315.00
2,500-2,999	$360.00
3,000-3,499	$420.00
3,500-3,999	$465.00
4,000-4,499	$500.00
4,500-4,999	$530.00
5,000 +	$530.00 + .100737

RATE EFFECTIVE: JULY 1, 2018 THRU June 30, 2019

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

Square Feet	Rate
0-999	$165.50
1,000-1,499	$234.25
1,500-1,999	$263.50
2,000-2,499	$315.00
2,500-2,999	$360.00
3,000-3,499	$420.00
3,500-3,999	$453.75
4,000-4,499	$492.00
4,500-4,999	$525.50
5,000 +	$525.50 + .100737

RATE EFFECTIVE: JULY 1, 2017 THRU June 30, 2018

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

Square Feet	Rate
0-999	$172.00
1,000-1,499	$242.00
1,500-1,999	$267.00
2,000-2,499	$317.00
2,500-2,999	$362.00
3,000-3,499	$420.00
3,500-3,999	$450.00
4,000-4,499	$485.00
4,500-4,999	$515.00
5,000 +	$515.00 + .09828

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

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

Square Feet	Rate
0-999	$175.00
1,000-1,499	$245.00
1,500-1,999	$270.00

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2,000-2,499		$320.00
2,500-2,999		$365.00
3,000-3,499		$420.00
3,500-3,999		$445.00
4,000-4,499		$475.00
4,500-4,999		$500.00
5,000 +		$500.00 + .0945

AGENDA NUMBER VI.K. MEETING DATE March 10, 2022

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Approval of a request to approve an access and associated variance from the distance between driveways requirement for collector streets, as provided for in the Driveways and Other Accessways Ordinance, for a proposed residential driveway at 408 Herron Road (Testerman Restoration, Applicant)

INTRODUCTION: The purpose of this item is to consider approval for a proposed access onto Herron Road for a new home to be constructed at 408 Herron Road. The existing access to the property is on the north end of the lot and is being removed. The applicant would like for the new access to be more centered in the property to improve visibility. As shown on the Major Road Plan, Herron Road is classified as a local collector and new accesses onto either collector or arterial streets are required to be approved by the Planning Commission and Board of Mayor and Aldermen in accordance with the Driveways and Other Access Ways Ordinance in the Farragut Municipal Code.

DISCUSSION: The applicant's requested access is 100 feet from the nearest access onto Herron Road and 147 feet from the access to the Autumn Care Assisted Living Facility to the south. Section 22-150 (1) b. Distance between driveways, of the Driveways and Other Access Ways Ordinance specifies that driveways are to be a minimum of 200 feet apart on a collector street. Consequently, the requested access would require approval of a variance of 100 feet.

RECOMMENDATION: Included in the packet is a letter from the applicant explaining the rationale for the proposed access and variance. Also included is the site plan for the proposed new home which includes the proposed driveway and an aerial view of the general area. Prior to being presented to the Planning Commission, the engineering staff reviewed the sight distance for the proposed access and concluded that it is acceptable. The requested access would allow the homeowner and those driving along Herron Road to see each other better and thus improve the overall safety in comparison with the existing access.

For this reason, at their meeting on February 17, 2022, the Planning Commission unanimously recommended approval of the proposed access and associated variance. Community Development Director, Mark Shipley, also recommends approval.

BOARD ACTION:

MOTION BY:_____ SECONDED BY:_____

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

TESTERMAN
RESTORATION

To: Mark Shipley
Town of Farragut Planning Commision
Board of Mayor & Aldermen
Engineering Staff
mshipley@townoffarragut.org

From: Cara Riggs
Ben Testerman Construction Company
& Testerman Restoration
104 Land Oak Ln, Knoxville, TN 37922
cara@testermanrestoration.com
865-691-1169

Subject: Proposed Driveway Access
BP-2021-836
408 Herron Rd, Farragut, TN 37934
Owners: James & Susan Reeve

To Whom it May Concern,

Below is a portion of an email from property owners, James & Susan Reeve, emailed to me on December 30, 2021. Mr. Shipley, please accept this as a statement explaining the rationale for the requested access and let us know if you require anything else.

"Susan and I built this house with the revised driveway plan specifically for safety concerns. The present driveway leaves us blind to cars that come up the hill on our left as we come out of the driveway. We always have to cross the lane to go left back down the hill, so we are vulnerable to fast drivers. There's very little time between us seeing a car cresting the hill and them being upon us at the present drive location, and we have found it very uncomfortable. I don't know how to convey these realities, but hopefully an engineer can see this issue. It's also dangerous from the road driver perspective because they are equally blind to us pulling out of the present driveway. There is a similar issue when we slow up to turn back into the present driveway from cars behind us, but it is not nearly as extreme. The new driveway location eliminates this blindness."

Thank you,

Cara Riggs

Cara Riggs
Ben Testerman Construction Company
& Testerman Restoration

CODE COMPLIANCE

INTERNATIONAL RESIDENTIAL CODE, 2018 EDITION.

SOME SPECIFICATIONS ON THESE DRAWINGS MAY TAKE INTO CONSIDERATION CODE AMENDMENTS OR GOVERNING JURISDICTION.

BECAUSE CODES AND AMENDMENTS TO CODES ARE SUBJECT TO CHANGE FROM LOCAL JURISDICTION TO LOCAL JURISDICTION, IT IS THE BUILDER'S RESPONSIBILITY TO INSURE COMPLIANCE WITH ALL CURRENT GOVERNING CODES.

BUILDER TO OBTAIN STAMPED LAYOUTS FOR ALL PRE-ENGINEERED FLOOR JOISTS AND FLOOR TRUSS SYSTEMS ALONG WITH LOADING CALCULATIONS AND SIZES OF ENGINEERED BEAMS AND SUBMIT THOSE WITH THESE DRAWINGS FOR PERMITTING AS REQUIRED BY TOWN OF FARRAGUT.

GENERAL NOTES

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES, REGULATIONS
2. ALL DIMENSIONS SHOULD BE READ OR CALCULATED AND NEVER SCALED.
3. ALL FOOTINGS TO BE BELOW FROST LINE (SEE LOCAL CODE) AND MUST REST ON UNDISTURBED SOIL CAPABLE OF HANDLING THE BUILDING.
4. CONTRACTOR SHALL INSURE COMPATIBILITY OF THE BUILDING WITH ALL SITE REQUIREMENTS
5. IF BACKFILL EXCEEDS 4' AGAINST ANY FOUNDATION WALL REINFORCE AS PER CODE
6. DUE TO A WIDE VARIANCE IN LOCAL CODES, SOIL BEARING CONDITIONS, FROST LINE DEPTH, GEOLOGICAL AND WEATHER CONDITIONS, ETC. THE CONTRACTOR IS RESPONSIBLE FOR ADJUSTING AND VERIFYING ALL STRUCTURAL DETAILS AND CONDITIONS TO MEET ALL LOCAL CODES AND TO INSURE A QUALITY AND SAFE STRUCTURE.
7. ALL WOOD, CONCRETE AND STEEL STRUCTURAL MEMBERS SHALL BE OF A GOOD GRADE AND QUALITY AND MEET ALL NATIONAL, STATE AND LOCAL BUILDING CODES WHERE APPLICABLE.
   STRUCTURAL LUMBER TO BE #2 K.D. SYP (SOUTHERN YELLOW PINE) OR BETTER.
   LUMBER IN CONTACT WITH MASONRY TO BE PRESSURE TREATED.
8. ALL COLUMNS OR SOLID FRAMING SHOULD BE DESIGNED TO CARRY LOADS AND SHOULD EXTEND DOWN THRU THE LEVELS BELOW AND TERMINATE AT THE BASEMENT FLOOR OR AT OTHER BEARING POINTS DESIGNED TO CARRY THE LOAD
9. WINDOWS SHOWN ARE DOUBLE HUNG TYPE. WINDOW SIZES SHOWN ARE NOMINAL SELECTED MANUFACTURER TO PROVIDE ROUGH OPENING SIZES.
10. ALL PERIMETER / EXTERIOR DIMENSIONS ARE TO FRAME LINE.
11. ALL ELECTRICAL PLACEMENTS TO BE DETERMINED DURING PRE-INSTALLATION WALK-THRU WITH ELECTRICIAN
12. INSTALL FROST PROOF HOSE BIBBS AT LOCATIONS DIRECTED BY OWNER
13. ALL INTERIOR FINISHES INCLUDING FLOORING, DOOR/WINDOW CASING, BASE BOARDS, ETC. TO BE SELECTED BY OWNER.

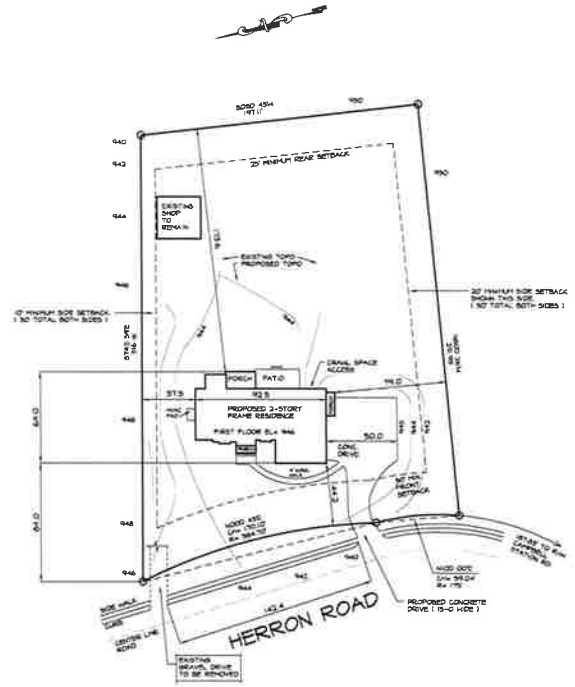
GENERAL FRAMING NOTES

1. EXTERIOR WALLS SHOWN ARE 2X6 STUDS @ 16" O.C. PROVIDE HORIZ. BLOCKING AT MID HEIGHT OF ALL WALLS
2. HEADERS OVER EXTERIOR OPENINGS TO BE 3-2X12 WITH PLYWOOD FILLER PLATES UNLESS NOTED OTHERWISE.
3. INTERIOR WALL DIMENSIONS ARE BASED ON 2X4 STUDS UNLESS OTHERWISE NOTED
4. FRAMER TO INSTALL DOUBLE FLOOR JOISTS UNDER PARTITIONS PARALLEL TO THE JOIST DIRECTION. SPREAD WITH 2X BLOCKING AT PLUMBING WALLS (APPLIES TO FLOOR JOIST FLOOR SYSTEMS)
5. WHERE FACTORY ENGINEERED FLOOR TRUSSES ARE USED, MANUFACTURER MUST PROVIDE LAYOUT AND SHOP DRAWINGS
6. ALL EXTERIOR CORNERS (INSIDE AND OUTSIDE CORNERS) SHALL BE BRACED WITH 1/2" CDX PLYWOOD. NAILING SCHEDULE SHALL BE 8d COMMONS AT 6" O.C. AT ALL EDGES AND 8d COMMONS AT 12" O.C. AT ALL INTERMEDIATE STUDS OR APPROVED DIAGONAL CORNER BRACES BOTH DIRECTIONS AT ALL CORNERS.
7. ALL COLUMNS OR SOLID FRAMING SHALL EXTEND DOWN THRU ALL LEVELS AND TERMINATE AT THE BASEMENT FLOOR AND BE SUPPORTED BY THICKENED SLAB, GRADE BEAM OR FOOTING DESIGNED TO CARRY LOAD.
8. PROVIDE COLLAR TIES AT UPPER 1/3 OF VERTICAL DISTANCE BETWEEN RIDGE BOARD AND CEILING JOISTS AT 4'-0" MAXIMUM
9. HIP & VALLEY RAFTERS AND RIDGE BOARDS SHALL BE AT A SIZE EQUAL TO OR LARGER THAN THE END CUT OF THE RAFTERS
10. ROOF DECKING SHALL BE 1/2" MINIMUM WITH PLY CLIPS.
11. ALL CEILING JOISTS AND RAFTER BRACING TO BEAR ON LOAD BEARING WALLS DESIGNED TO CARRY LOAD THRU ALL LEVELS AND TERMINATE AT BASEMENT FLOOR AND BE SUPPORTED BY THICKENED SLAB, GRADE BEAM OR FOOTING DESIGNED TO CARRY LOAD

GENERAL FOUNDATION NOTES

ALSO SEE APPLICABLE GENERAL FRAMING NOTES.

1. ALL FOOTINGS TO BE ON FIRM UNDISTURBED SOIL OF NO LESS THAN 3000 psf AND BELOW FROST LINE. EXACT SIZE AND REINFORCING MUST BE DETERMINED BY LOCAL SOIL AND SITE CONDITIONS. VERIFY FOOTING DESIGN WITH LOCAL BUILDING OFFICIALS OR LOCAL ENGINEER
2. ALL BASEMENT WALLS TO BE POURED CONCRETE, REINFORCED FOR BACKFILL MAY BE CONSTRUCTED FROM 12" AND/OR 8" C.M.U. AS SPECIFIED ON PLANS.
3. FOUNDATION WALL BRACING IS REQUIRED FOR THE TOP OF ALL FOUNDATION WALLS WHERE THE FLOOR STRUCTURE IS PARALLEL TO THE WALL. FOR 2X FLOOR SYSTEMS THE MINIMUM REQUIREMENT FOR BACKFILL LESS THAN 4 FEET IS 2X BLOCKING AT THE FIRST TWO JOIST SPACES @ 4'-0" O.C. FOR BACKFILL 4 FEET OR MORE THE MINIMUM REQUIREMENT IS 2X BLOCKING IN THE FIRST THREE SPACES AT 2'-0" O.C. BLOCKING MUST BE SOLID 2X'S. FOR ENGINEERED FLOOR SYSTEMS, SEE LOCAL BUILDING CODES FOR ACCEPTABLE BRACING METHODS
4. INSTALL 1/2" ANCHOR BOLTS EMBEDDED IN CONCRETE PER CODE OR METAL ANCHOR STRAPS INSTALLED PER MANUFACTURERS INSTRUCTIONS.
5. BUILDER TO PROVIDE SOIL TREATMENT FOR TERMITE PROTECTION.
6. ALL SLAB FOUNDATIONS UNDER LIVING AREAS AND ALL BASEMENT FLOORS TO HAVE 5" RADON VENT INSTALLED FROM UNDER SLAB TO ATTIC PER CODE.



SITE PLAN

1" = 40'-0"

LOT COVERAGE INFORMATION

LOT AREA = 62,150 SQ. FT.
MAXIMUM BUILDING COVERAGE ALLOWED = 30% OR 18,809 SQ. FT.
MAXIMUM TOTAL COVERAGE ALLOWED = 40% OR 24,860 SQ. FT.

ACTUAL BUILDING COVERAGE SHOWN (INCLUDING PORCHES AND EXISTING SHOP) = 5,495 SQ. FT.

ACTUAL TOTAL COVERAGE SHOWN = 8,946 SQ. FT.

LOT SETBACK INFORMATION (R-2 ZONING)

FRONT YARD = 30'
SIDE YARD = 30' TOTAL, NOT LESS THAN 10' ON ANY ONE SIDE
REAR YARD = 25'

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SHEET NO 1

DATE: 12/30/2021 PLAN NO: TS-4-4749-45

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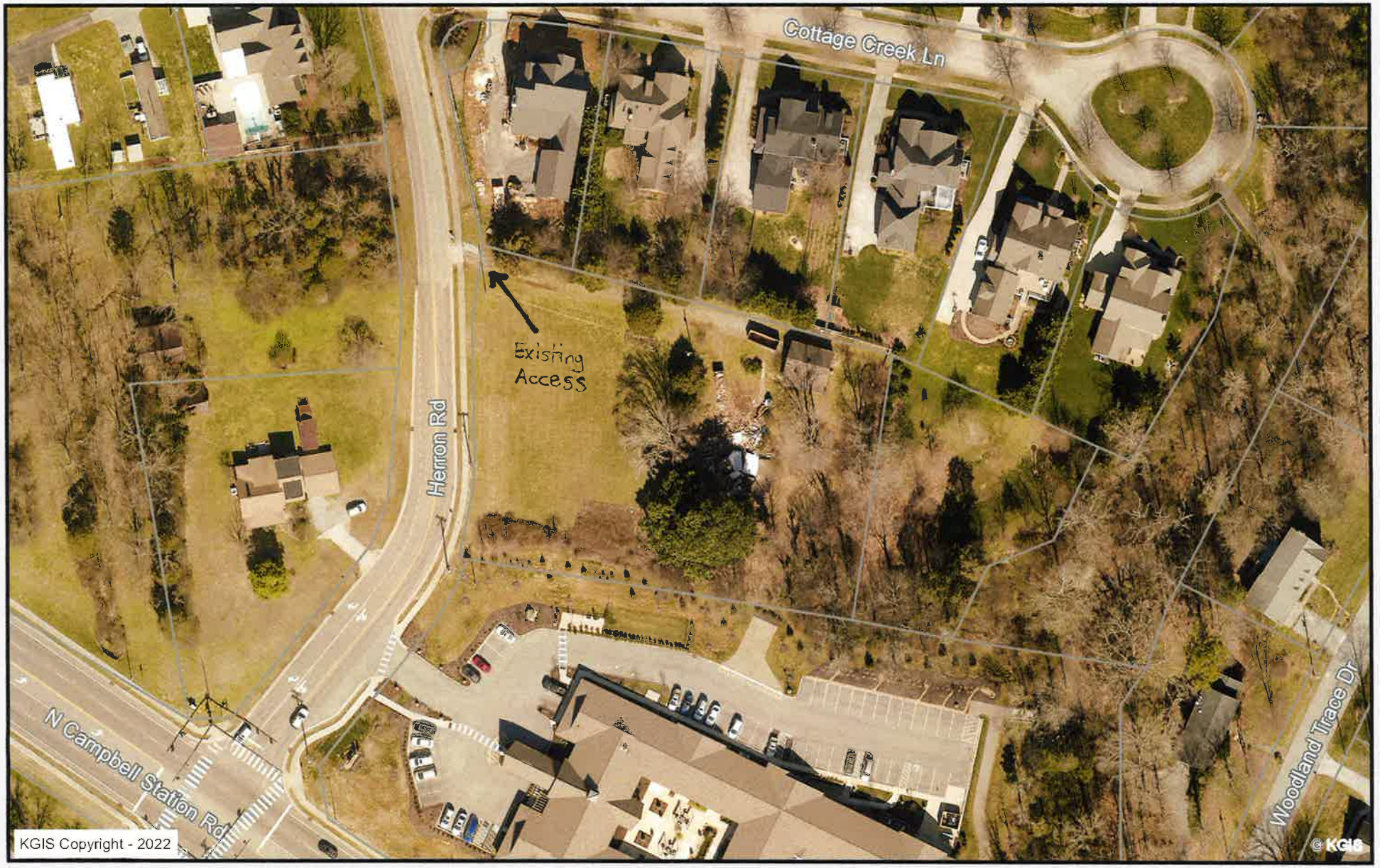

408 Herron Road

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