

MINUTES **May 12, 2022**

WORKSHOP **5:30 PM**

The workshop was postponed until the May 26th BMA Meeting.

BMA MEETING

Roll Call

Mayor Williams called the meeting to order at 6:00 PM. Roll Call for attendance: Alderman Burnette, yes; Alderman Meyer, absent; Alderman Povlin, yes; Alderman Pinchok, yes; Mayor Williams, yes; in addition 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, Alderman Burnette, Pinchok and Povlin; no nays; Alderman Meyer was absent; motion passed.

Approval of Minutes

Motion was made to approve the minutes of April 28, 2022, as presented. Moved by Alderman Povlin, seconded by Alderman Pinchok; voting yes; Mayor Williams, Alderman Burnette, Pinchok and Povlin; no nays; Alderman Meyer was absent; motion passed.

Mayor's Report

National Public Works Week Proclamation-Mayor Williams read the proclamation for Public Works Week.

Vice-Mayor Povlin announced that Hunter Gray graduated from ETSU with a master's degree in sports administration and Matej Grycz graduated from UT with a master's degree in sports administration.

Alderman Pinchok reported that the Farragut Tennis Teams have done well this season and are grateful for the use of the courts at McFee park.

Ordinances

First Reading

Ordinance 22-09, Ordinance of The Town of Farragut, Tennessee Adopting the Annual Budget for the Fiscal Year Beginning July 1, 2022, and Ending June 30, 2023

Motion was made to approve Ordinance 22-09 on first reading. Moved by Alderman Povlin, seconded by Alderman Burnette.

After some discussion, an amended motion was made to add \$250 dollars to the Legislative Budget. Moved by Alderman Povlin, seconded by Alderman Burnette; roll call vote:

Alderman Burnette, yes; Alderman Pinchok, yes; Alderman Povlin, yes; Mayor Williams, yes; no nays; Alderman Meyer was absent; motion passed.

Alderman Povlin left the meeting following Ordinance 22-09.

Business Items

Approval of Professional Services Agreement with Vaughn & Melton Consulting Engineers, Inc. for Services to Acquire ROW and Easements for Union Road Improvements

Motion was made to approve the professional services agreement with Vaughn & Melton as presented to provide acquisition services for the Union Road project in the amount of \$214,335. Moved by Alderman Pinchok, seconded by Alderman Burnette; voting yes; Mayor Williams, Aldermen Burnette and Pinchok; no nays; Aldermen Meyer and Povlin were absent; motion passed.

Approval of Resolution R-2022-06: Adoption of Farragut Parks & Recreation 2022-2032 Master Plan

Motion was made to approve Resolution R-2022-06. Moved by Alderman Pinchok, seconded by Alderman Burnette; voting yes; Mayor Williams, Aldermen Burnette and Pinchok; no nays; Aldermen Meyer and Povlin were absent; motion passed.

Approval of Resolution R-2022-07, FY2023 Fee Schedule

Motion was made to approve Resolution R-2022-07. Moved by Alderman Pinchok, seconded by Alderman Burnette; voting yes; Mayor Williams, Aldermen Burnette and Pinchok; no nays; Aldermen Meyer and Povlin were absent; motion passed.

Town Administrator's Report

David Smoak, Town Administrator, reported that the Bob Watt Fishing Rodeo is scheduled for Saturday, May 14 at Anchor Park and the Movies on McGill is May 21 at 7:00 PM.

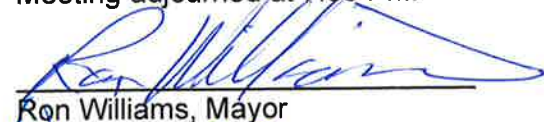
Town Attorney's Report

Tom Hale, Town Attorney, reported that the Williams lawsuit has been dismissed.

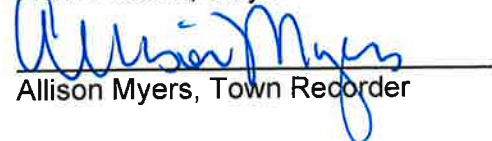
Citizens Forum

Steven Valentine, 302 Cashmere Lane, addressed the board concerning the speeding on Old Stage Road.

Meeting adjourned at 7:08 PM.



Ron Williams, Mayor



Allison Myers, Town Recorder



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

AGENDA
May 12, 2022

WORKSHOP
5:30 PM

BEER BOARD
5:55 PM

BMA MEETING
6:00 PM

- I. Roll Call**
- II. Approval of Agenda**
- III. Approval of Minutes**
 - A. April 28, 2022
- IV. Mayor's Report**
 - A. National Public Works Week Proclamation
- V. Ordinances**
 - A. First Reading**
 - 1. Ordinance 22-09, Ordinance of The Town of Farragut, Tennessee Adopting the Annual Budget for the Fiscal Year Beginning July 1, 2022, and Ending June 30, 2023
- VI. Business Items**
 - A. Approval of Professional Services Agreement with Vaughn & Melton Consulting Engineers, Inc. for Services to Acquire ROW and Easements for Union Road Improvements

11408 MUNICIPAL CENTER DRIVE | FARRAGUT, TN 37934 | 865.966.7057 |
WWW.TOWNOFFARRAGUT.ORG

It is the policy of the Town of Farragut not to discriminate on the basis of race, color, 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

- B. Approval of Resolution R-2022-06: Adoption of Farragut Parks & Recreation 2022-2032 Master Plan
- C. Approval of Resolution R-2022-07, FY2023 Fee Schedule

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.



FARRAGUT BEER BOARD

May 12, 2022

5:55 PM

I. Approval of Minutes

A. March 24, 2022

II. Beer Permit Request

A. Approval of Class 1, On-Premise Beer Permit for Shrimp Dock of Farragut, 11124 Kingston Pike, Suite 111

B. Approval of Class 5, Off-Premise Beer Permit for Aldi, 170 Brooklawn Street

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FARRAGUT BEER BOARD

March 24, 2022

MINUTES

Alderman Pinchok, Chairman called the meeting to order at 5:55 PM. Member present; Mayor Williams, Alderman Burnette, Alderman Meyer, Alderman Pinchok and Alderman Povlin.

Approval of Minutes

Motion was made to approve the minutes of March 3, 2022, as presented. Moved by Alderman Povlin, seconded by Mayor Williams; voting yes, Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays; motion passed.

Approval of Class 6, special occasion beer permit for Farragut Business Alliance “What’s Out West-Pop-up Business Expo” April 20, 2022

Motion was made to approve the Class 6, special occasion beer permit for Farragut Business Alliance “What’s Out West-Pop-up Business Expo” April 20, 2022. Moved by Alderman Povlin, seconded by Mayor Williams; voting yes, Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays; motion passed.

Ron Pinchok, Chairman

Allison Myers, Town Recorder

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REPORT TO THE BEER BOARD

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of Class 1, On-Premise Beer Permit for Shrimp Dock of Farragut, 11124 Kingston Pike, Ste 111

DISCUSSION:

The purpose of this agenda item is the approval of a Class 1, On-Premise Beer Permit for Shrimp Dock of Farragut, 11124 Kingston Pike, Ste 111.

The applications and information are in order.

RECOMMENDATION BY:

Allison Myers, Town Recorder, for approval.

PROPOSED MOTION:

To approve a Class 1, On-Premise Beer Permit for Shrimp Dock of Farragut, 11124 Kingston Pike, Ste 111.

BOARD ACTION:

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

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

May 14

APPLICATION FOR BEER PERMIT

STATE OF TENNESSEE

TOWN OF FARRAGUT

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

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

Class 1 On-Premise

Class 2 On-Premise, Other

Class 3 On-Premise, Hotel/Motel

Class 4 On-Premise, Tavern

Class 5 Off-Premise

Class 6, Special Occasion

- Name of Applicant(s) (Owner(s) of Business) AUBREY'S INC.
- Type of applicant (check one):
Person ____ Firm ____ Corporation ☒ Joint-Stock Company ____ Syndicate ____ Other ____
- List all persons, firms, corporations, joint-stock companies, syndicates, or associations having at least a 5% ownership interest in the business:
AUBREY R. BURLESON - 100% OWNER OF AUBREY'S INC.
- Applicant's present home address:
- Date of Birth ____ Home Telephone Number ____
Business Telephone Number 865-584-7779 Social Security Number ____
- Representative Email Address: ARBurleson@mindspring.com
- Under what name will the business operate? SHRIMP DOCK OF FARRAGUT
- Business address 11124 KINGSTON PIKE STE 111 KNOXVILLE TN 37934
Business Telephone number (865) 777-3625

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

DAVID BELCHER, CFO ; dbelcher@aubreysrestaurants.com
5401 KINGSTON PIKE BLDG 1 STE 280 KNOXVILLE TN 37919

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

Name: PHILIP DANGEL Birth Date: 01/09/1947
Address: 725 ANDOVER BLVD KNOXVILLE TN 37934
Phone Number: 865-384-8666

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

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

HAD 2 BEER PERMITS SUSPENDED 5+ YEARS AGO (AT DIFFERENT TIMES) FOR SERVING UNDERAGE CADET.
HAPPENED SEVERAL YEARS AGO AND THOSE PARTICULAR EMPLOYEES NO LONGER WORK WITH COMPANY.
NO ISSUES AT OUR 20 RESTAURANTS SINCE.

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

CAPELLA, LLC, 120 SUBURBAN ROAD UNIT #105 KNOXVILLE TN 37923

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

CONCORD UNITED METHODIST CHURCH 11020 ROANE DR KNOXVILLE TN 37934

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

FARRAGUT INTERMEDIATE SCHOOL 208 W. END AVENUE KNOXVILLE TN 37934

18. Special Occasion Event Name: N/A

Location of the special occasion event: N/A

Event Date & Times: N/A

Representative name & phone number: N/A

Have you received a special event permit to hold the event in the Town of Farragut? N/A

19. Tennessee Sales Tax Number: ACCT # 1000193601-SLC ; LOCATION # 1001511009

20. Town of Farragut Business License Number HAS BEEN APPLIED FOR

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

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

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

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



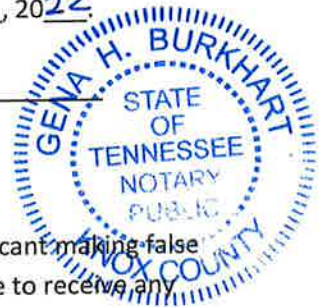
Signature of Applicant/Owner (or authorized Corporate Official)

Sworn to and subscribed before me this 28 day of April, 2022.



Notary Public

My Commission Expires: 3.4.23



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

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

FOR OFFICE USE ONLY

Application is hereby: Approved _____ Denied _____

On this date: _____, 20__

Beer Board Chairman

Town Recorder

REPORT TO THE BEER BOARD

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of Class 5, Off-Premise Beer Permit for Aldi, 170 Brooklawn Street

DISCUSSION:

The purpose of this agenda item is the approval of a Class 5, Off-Premise Beer Permit for Aldi, 170 Brooklawn Street.

The applications and information are in order.

RECOMMENDATION BY:

Allison Myers, Town Recorder, for approval.

PROPOSED MOTION:

To approve a Class 5, Off-Premise Beer Permit for Aldi, 170 Brooklawn Street.

BOARD ACTION:

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

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

APPLICATION FOR BEER PERMIT

STATE OF TENNESSEE

TOWN OF FARRAGUT

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

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

Class 1 On-Premise

Class 2 On-Premise, Other

Class 3 On-Premise, Hotel/Motel

Class 4 On-Premise, Tavern

Class 5 Off-Premise

Class 6, Special Occasion

- Name of Applicant(s) (Owner(s) of Business) Aldi Inc. (Tennessee)

- Type of applicant (check one):
Person ____ Firm ____ Corporation ☒ Joint-Stock Company ____ Syndicate ____ Other ____
- List all persons, firms, corporations, joint-stock companies, syndicates, or associations having at least a 5% ownership interest in the business:
Aldi Inc., 100% shareholder

- Applicant's present home address:
1200 N. Kirk Road, Batavia, IL 60510
- Date of Birth 4/10/2003 Home Telephone Number n/a
Business Telephone Number (615) 449-8840 Social Security Number FEIN: 56-2341994
- Representative Email Address: darlene.thompson@aldi.us
- Under what name will the business operate? Aldi #6
- Business address 170 Brooklawn Street, Farragut, TN 37934
Business Telephone number pending - new construction

11. Specify the identity, email and physical address of the person to receive annual privilege tax notices and any other communication from the Town:
Licensing Dept., Attn: Darlene Thompson; 2080 Aldi Blvd, Mt. Juliet, TN 37122; darlene.thompson@aldi.us
12. Information of any manager, other than the applicant:
Name: John P. Larkin Birth Date: 10/19/1966
Address: 108 Curie Lane, Oak Ridge, TN 37830
Phone Number: (865) 599-6761
13. Has any person having at least a 5% ownership interest, any of the managers, or any other employee of the business, been convicted of any violation of the beer or alcoholic beverage laws or any crime within the last ten (10) years: ____ Yes ☒ No. If yes, give particulars of each charge, court, and date convicted.
n/a
14. Have you or your organization ever had a Beer Permit revoked, suspended, or denied in the State of Tennessee? No If so, specify, where, when, and why:
n/a
15. Name and address of property owner, if other than the business owner:
Biddle Farms Commercial, LLC; 6412 Kingston Pike, Suite C, Knoxville, TN 37919
16. What is the name and address of the Church (or other place of worship) nearest to your business?
Faith Promise Church; 144 West End Avenue, Farragut, TN 37934 (0.6 miles)
17. What is the name and address of the school nearest to your business?
Knoxville Academy of Music; 165 West End Avenue, Farragut, TN 37934 (0.6 miles)
18. Special Occasion Event Name: n/a
Location of the special occasion event: n/a
Event Date & Times: n/a
Representative name & phone number: n/a
Have you received a special event permit to hold the event in the Town of Farragut? n/a
19. Tennessee Sales Tax Number: 1000168541
20. Town of Farragut Business License Number pending

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

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

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

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

ALDI INC. (TENNESSEE)

By: [Signature]

Signature of Applicant/Owner (or authorized Corporate Official)
Amy Peters, Divisional Vice President

Sworn to and subscribed before me this 28 day of February, 2022.

[Signature]

Notary Public

My Commission Expires: March 8, 2025



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

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

FOR OFFICE USE ONLY

Application is hereby: Approved _____ Denied _____

On this date: _____, 20__

Beer Board Chairman

Town Recorder

MINUTES **April 28, 2022**

BMA MEETING

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 addition 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 Meyer; voting yes; Mayor Williams, Alderman Burnette, Meyer, Pinchok
and Povlin; no nays; motion passed.

Approval of Minutes

Motion was made to approve the minutes of April 14, 2022, as presented. Moved by
Alderman Povlin, seconded by Alderman Meyer; voting yes; Mayor Williams, Alderman
Burnette, Meyer, Pinchok and Povlin; no nays; motion passed.

Mayor's Report

Mayor Williams read the Building Safety Month Proclamation for the Town of Farragut.

Ordinances

Public Hearing and Second Reading

Ordinance 22-01, an ordinance on first reading to amend the Farragut Zoning Map to rezone
Parcel 6, Tax Map 151, 421 N. Watt Road, from General Commercial (C-1) to
Neighborhood/Convenience Commercial (NCC), 9.22 Acres (Robert Campbell & Associates,
Applicant)

Motion was made to approve Ordinance 22-01 on second and final reading. Moved by
Alderman Povlin, seconded by Alderman Meyer. Roll call vote; Alderman Burnette, yes;
Alderman Meyer, yes; Alderman Pinchok, yes; Alderman Povlin, yes; Mayor Williams, yes; no
nays; motion passed.

Ordinance 22-07, an ordinance to amend the Farragut Zoning Map to rezone Tax Map 152,
Parcels 33.03 & 33.04, 721 Virtue Road & 12444 Evans Road, from Agricultural District (A) to
Rural Single-Family Residential District (R-1), 44.33 Acres (Robert Campbell & Associates,
Applicant)

Motion was made to approve Ordinance 22-07 on second and final reading. Moved by
Alderman Povlin, seconded by Alderman Meyer. Roll call vote; Alderman Burnette, yes;
Alderman Meyer, yes; Alderman Pinchok, yes; Alderman Povlin, yes; Mayor Williams, yes; no
nays; motion passed.

Business Items

Approval of Breakthrough Run/Walk 5K for Autism

Motion was made to approve the Breakthrough Run/Walk 5K for Autism. Moved by Alderman Povlin, seconded by Alderman Meyer; voting yes; Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays; motion passed.

Approval of Parkinson's 5K/1K Race

Motion was made to approve the Parkinson's 5K/1K Race. Moved by Alderman Meyer, seconded by Alderman Povlin; voting yes; Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays; motion passed.

Town Administrator's Report

David Smoak, Town Administrator reported that the Tacos & Tequila is Friday and Election Day is Tuesday.

Meeting adjourned at 6:16 PM.

Ron Williams, Mayor

Allison Myers, Town Recorder



Town of Farragut
PROCLAMATION
National Public Works Week
“Ready and Resilient”

WHEREAS, public works professionals focus on infrastructure, facilities, emergency management, and services that are of vital importance to sustainable and resilient communities and the public health, high quality of life, and well-being of the people of the Town of Farragut; and,

WHEREAS, these infrastructures, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are federally mandated first responders, and the engineers, managers, and employees at all levels of government, who are responsible for maintaining, improving, and protecting our Town’s parks, public buildings, roads, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in the Town of Farragut to gain knowledge and maintain ongoing interest and understanding of the importance of public works first responders and public works programs in their respective communities; and,

WHEREAS, the year 2022 marks the 62nd annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association,

NOW, THEREFORE, BE IT RESOLVED, I, Ron Williams, Mayor of the Town of Farragut, Tennessee do hereby designate May 15–21, 2022, as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals and to recognize the substantial contributions they make to protecting our health, safety, and quality of life.

Signed this 12th Day of May 2022

Ron Williams, Mayor

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: David Smoak, Town Administrator 

SUBJECT: Ordinance 22-09, on first reading, to adopt the annual General Fund, State Street Aid Fund, Capital Investment Fund, Tourism Fund, ARPA Fund, Equipment Replacement Fund, ADA Fund and Insurance Fund budgets of the Town of Farragut, Tennessee for the fiscal year beginning July 1, 2022 and ending June 30, 2023

INTRODUCTION: The purpose of this agenda item is to approve Ordinance 22-09, on first reading, adopting the annual budget for the fiscal year beginning July 1, 2022 and ending June 30, 2023.

BACKGROUND: The annual budget for the Town of Farragut must be approved prior to July 1, which is the start of the fiscal year for our community. The budget is also required to be balanced and remitted to the State of Tennessee Comptroller for review once it has been approved by the Board of Mayor and Aldermen (BMA). Planning for the upcoming FY2023 budget started in January 2022, with departments turning in their budget requests. The BMA had a strategic planning session in February and the Town had a series of workshops starting in March to review revenue and expenditures projections, set priorities for capital expenditures and review operational needs in each department. In the current FY2022 budget, the Town has seen positive sales tax growth and continued residential and commercial development in FY2022 that should continue throughout FY2023.

DISCUSSION: GENERAL FUND

The proposed year end FY2022 General Fund revenues are estimated at \$13,802,655, with expenditures of \$8,123,219. This year end estimate accounts for a 12.2% increase in sales tax revenue from the FY22 budget, as well as additional revenue increases in the state sales tax, wholesale liquor taxes and building permits and fees. The proposed FY2023 General Fund revenues are \$13,520,706, which is a reduction of 2.0% from estimated FY2022. Sales tax revenue is estimated to increase 2% from FY22 at \$8,058,000. This revenue source accounts for 59.6% of the Town's total general fund revenue. A second major revenue source is State Sales Tax. This tax is distributed from the State of Tennessee to local governments and is based on the Farragut population base, which is currently 23,506 according to the 2020 Census. A final impact to the FY23 budget is that the Hall Income Tax, which at one point had made up 10% of the Town of Farragut revenues, has been eliminated. The Town received \$280,893 in FY22 from the Hall Income Tax.

General Fund Expenditures for FY2023 are proposed at \$9,535,676, which is a 15.0% increase over the FY2022 end of year estimate. An impetus in this year's budget has been on attracting and retaining top talent for the organization, as the current job market and employment opportunities have seen employee retention strained. Also, driving wage growth and expenses has been higher costs due to record inflation rates that were up to 8.5% in March 2022, the highest rates the United States has seen in 40 years. For FY23, current employees will be eligible for a 3% Cost of Living Adjustment and a 3% merit package at a combined cost of \$242,830. In addition, the budget includes 4% in additional funding for enhancements to the employee retirement plan, as well as investments in health insurance for retirees.

This year the Town of Farragut will also be adding needed personnel positions to help maintain added infrastructure at our parks and trails, community center, and inspections for development that is occurring in our community. In FY23 the Town will be adding two Maintenance Operators in the Public Works department, a Lead Recreation and Events Attendant at the Community Center, a Lead Park Attendant and an Engineering Technician for an added cost of \$330,892. Finally, the Town will be undertaking cybersecurity enhancements that are projected to cost \$140,000.

The overall General Fund budget projects \$3.93 million in revenues over expenditures for FY23. We will be funding the rainy-day fund at a total of \$2.876 million, with an assigned fund balance of \$6,000,000 and an available fund balance at the end of the FY23 budget year to be \$12.07 million.

STATE STREET AID FUND

The State Street Aid Fund has projected revenues of \$869,600 and estimated expenditures of \$1,430,000. There is a proposed transfer from the General Fund to the State Street Aid Fund of \$250,000. This fund is primarily used to resurface streets in the Town of Farragut. With energy prices increasing 40% over the past year, estimates are it will cost an additional \$400,000 to pave the same number of streets as in FY21. At the end of the FY23 budget year there will be an estimated \$1,765,001 in fund balance.

TOURISM FUND

The Tourism Fund is a special revenue fund where the primary source of funding comes from the 3% occupancy tax on hotel night stays by visitors to the local Farragut hotels. Revenues from hotel stays have rebounded since the beginning of the Covid pandemic in 2020, with estimated revenues for FY23 at \$500,000. In FY23 the Tourism Manager will move from a part-time position to full-time, and there will be additional funding for a part-time tourism assistant. Proposed expenditures for FY23 are \$438,500, with an ending fund balance of \$575,883.

ARPA FUND

The American Rescue Plan Act (ARPA) Fund includes funding from the U.S. Government to all local governments based on population. The Town will receive two equal payments totaling \$7,055,252. Funds up to \$10 million may be spent on any local government service or project. For FY23, the Town will be allocating a total of \$2,290,000 on essential personnel pay, broadband infrastructure, town hall building improvements, and stormwater improvements. Funding from ARPA must be obligated by December 31, 2024 and spent by December 31, 2026.

EQUIPMENT REPLACEMENT FUND

The Equipment Replacement Fund will have projected expenditures of \$637,250 in FY23 and a transfer from the general fund of \$400,000. There will be an estimated fund balance in the Equipment Replacement fund of \$676,926.

ADA CAPITAL PROJECTS FUND

The ADA Capital Projects Fund does not have any major projects planned for FY2023. Since developing the Town's ADA Transition Plan in 2018, the Town has made improvements to Anchor Park, the restroom facilities at Town Hall and dozens of curb ramps as street resurfacing projects are completed. There are more proposed curb ramps to be replaced in FY2023 to be brought into compliance with ADA standards and those

funds will be paid out of the State Street Aid Fund. There is a proposed \$50,000 transfer from the General Fund to the ADA Fund in FY2023, with a projected fund balance of \$273,022.

CAPITAL INVESTMENT PROGRAM FUND

The Capital Investment Program (CIP) Fund budget has a total of \$14,724,000 in new projects planned to get underway in FY23. These projects include sidewalk and greenway extensions, town hall improvements, two additional tennis courts at McFee Park, turf field replacement at Mayor Bob Leonard Park, pedestrian crosswalk improvements along Kingston Pike, stormwater improvements and construction funding improvements to the Town's existing traffic signals. Revenues for the CIP come from Town resources in the form of a \$5,000,000 transfer from the General Fund, \$1,288,400 from CIP Reserves and \$8,415,600 from federal and/or state matching grants. Overall, the FY2023 projected fund balance is \$6,700,044.

INSURANCE FUND

The Insurance Fund includes funding for a closed employee pension plan and will receive a transfer from the General Fund of \$500,000 to implement a retiree health insurance plan. The FY2023 proposed fund balance is \$99,768.

The FY2023 budget aligns with the Town of Farragut strategic plan of 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. The FY2023 budget will allow the Town of Farragut to continue providing exceptional service to our community while living well within our projected revenues and maintaining a healthy fund balance.

Attached are the summary pages of each fund and Ordinance 22-09 for the Board's consideration.

RECOMMENDATION BY: Town Administrator David Smoak for approval.

PROPOSED MOTION: To approve Ordinance 22-09, on first reading, to adopt the annual budget for the Town of Farragut, Tennessee for the fiscal year beginning July 1, 2022 and ending June 30, 2023.

BOARD ACTION:

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

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

ORDINANCE	22-09
PREPARED BY	Myers
1 ST READING	May 12, 2022
2 nd READING	May 26, 2022
PUBLISHED IN	Farragut Shopper News
DATE	

**AN ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE
ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING
JULY 1, 2022, AND ENDING JUNE 30, 2023**

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

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

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

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

SECTION 1: That the governing body projects anticipated revenues from all sources and appropriates planned expenditures for each department, board, office or other agency of the municipality, herein presented together with the actual annual receipts and expenditures of the last preceding fiscal year and the estimated annual expenditures for the current fiscal year, and from those revenues and unexpended and unencumbered funds as follows for fiscal year 2023, and including the projected ending balances for the budget year, the actual ending balances for the most recent ended fiscal year and the estimated ending balances for the current fiscal years:

GENERAL FUND	Estimated		
	Actual FY 2021	Actual FY 2022	Budget FY 2023
Revenues			
Local Taxes	\$ 6,900,000	\$ 7,900,000	\$ 8,058,000
State Sales Tax	2075000	2400000	2600000
Hall Income Tax	1,202,571	280,893	0
Wholesale Beer, Liq and Mixed Drink Tax	1,235,000	1,457,000	1,245,000
Intergovernmental	684,592	702,212	697,006
Licenses And Permits	518,815	575,050	503,500
Recreation Fees	149,750	250,500	219,500
Fines And Forfeitures	97,000	121,500	91,000
Rent	93,300	94,150	94,300
Misc	56,200	21,350	12,400
Other Financing Sources			
Issuance of Debt / Debt Proceeds	-	-	-
Total Revenues and Other Financing Sources	\$ 13,012,228	\$ 13,802,655	\$ 13,520,706
Appropriations			
Expenditures			
Legislative	\$ 21,300	\$ 44,290	\$ 46,440
Town Court	53,618	75,387	99,531
Administration	690,188	787,884	1,177,552
Human Resources	177,753	205,744	355,137
Information Technology	371,722	429,154	620,166
Engineering	772,551	816,371	953,692
Community Development	929,872	997,807	1,145,898
General Government	172,600	181,929	256,750
Parks & Recreation	1,090,832	1,186,640	1,112,984
Public Works	2,024,346	2,362,411	2,596,981
Non-Departmental	446,000	586,000	567,000
Community Center	197,626	356,402	531,794
Economic Development	88,300	93,200	123,000
Other Financing Uses			
Transfers Out - to other funds	307,500	6,475,000	6,300,000
Total Appropriations	\$ 7,344,208	\$ 14,598,219	\$ 15,886,925
Change in Fund Balance (Revenues - Appropriations)	5,668,020	(795,564)	(2,366,219)
Beginning Fund Balance July 1	18,439,867	24,107,887	23,312,323
Ending Fund Balance June 30	\$ 24,107,887	\$ 23,312,323	\$ 20,946,104
Ending Fund Balance as a % of Total Appropriations	328.3%	159.7%	131.8%

STATE STREET AID FUND	Actual FY 2021	Estimated Actual FY 2022	Budget FY 2023
Revenues			
State Gas and Motor Fuel Taxes	\$ 815,085	\$ 862,000	\$ 869,000
Interest	2,906	594	600
Other Financing Sources			
Issuance of Debt / Debt Proceeds	-	-	-
Transfers In - from other funds	-	225,000	250,000
Total Revenues and Other Financing Sources	\$ 817,991	\$ 1,087,594	\$ 1,119,600
Appropriations			
Road Maintenance	\$ 746,643	\$ 1,227,500	\$ 1,430,000
Debt Service - Principal and Interest	-	-	-
Total Appropriations	\$ 746,643	\$ 1,227,500	\$ 1,430,000
Change in Fund Balance (Revenues - Appropriations)	71,348	(139,906)	(310,400)
Beginning Fund Balance July 1	2,143,959	2,215,307	2,075,401
Ending Fund Balance June 30	\$ 2,215,307	\$ 2,075,401	\$ 1,765,001
Ending Fund Balance as a % of Total Appropriations	296.7%	169.1%	123.4%

TOURISM FUND	Actual FY 2021	Estimated Actual FY 2022	Budget FY 2023
Revenues			
Room Occupancy Tax	\$ 296,093	\$ 610,000	\$ 500,000
Interest	17	40	100
Other Financing Sources			
Transfers In - from other funds	-	-	-
Total Revenues and Other Financing Sources	\$ 296,110	\$ 610,040	\$ 500,100
Appropriations			
Personel	\$ 55,067	\$ 90,342	\$ 118,801
Operating	85,708	160,750	272,350
Total Appropriations	\$ 140,775	\$ 251,092	\$ 391,151
Change in Fund Balance (Revenues - Appropriations)	155,335	358,948	108,949
Beginning Fund Balance July 1	-	155,335	514,283
Ending Fund Balance June 30	\$ 155,335	\$ 514,283	\$ 623,232
Ending Fund Balance as a % of Total Appropriations	110.3%	204.8%	159.3%

ARPA FUND	Actual FY 2021	Estimated Actual FY 2022	Budget FY 2023
Revenues			
Federal Grant 1	\$ -	\$ 3,527,626	\$ -
Federal Grant 2	-	-	3,527,626
Total Revenues and Other Financing Sources	\$ -	\$ 3,527,626	\$ 3,527,626
Appropriations			
Programs & Services	\$ -	\$ 131,050	\$ 190,000
Infrastructure	-	3,176,886	2,100,000
Total Appropriations	\$ -	\$ 3,307,936	\$ 2,290,000
Change in Fund Balance (Revenues - Appropriations)	-	219,690	1,237,626
Beginning Fund Balance July 1	-	-	219,690
Ending Fund Balance June 30	\$ -	\$ 219,690	\$ 1,457,316
Ending Fund Balance as a % of Total Appropriations	0.0%	6.6%	63.6%

EQUIPMENT FUND	Actual FY 2021	Estimated Actual FY 2022	Budget FY 2023
Revenues			
Interest	\$ 1,316	\$ 250	\$ 250
Sale of Equipment Proceeds	49,613	10,000	-
Other Financing Sources			
Transfers In - from other funds	157,500	200,000	400,000
Total Revenues and Other Financing Sources	\$ 208,429	\$ 210,250	\$ 400,250
Appropriations			
Major Equipment	\$ 222,302	\$ 276,500	\$ 637,250
Total Appropriations	\$ 222,302	\$ 276,500	\$ 637,250
Change in Fund Balance (Revenues - Appropriations)	(13,873)	(66,250)	(237,000)
Beginning Fund Balance July 1	994,049	980,176	913,926
Ending Fund Balance June 30	\$ 980,176	\$ 913,926	\$ 676,926
Ending Fund Balance as a % of Total Appropriations	440.9%	330.5%	106.2%

ADA FUND	Actual FY 2021	Estimated Actual FY 2022	Budget FY 2023
Revenues			
Other	179	40	50
Other Financing Sources			
Transfers In - from other funds	50,000	50,000	50,000
Total Revenues and Other Financing Sources	\$ 50,179	\$ 50,040	\$ 50,050
Appropriations			
Improvements	\$ 3,715	\$ 1	\$ 1
Total Appropriations	\$ 3,715	\$ 1	\$ 1
Change in Fund Balance (Revenues - Appropriations)	46,464	50,039	50,049
Beginning Fund Balance July 1	126,468	172,932	222,971
Ending Fund Balance June 30	\$ 172,932	\$ 222,971	\$ 273,020
Ending Fund Balance as a % of Appropriations	4655.0%	22297100.0%	27302000.0%

INSURANCE FUND	Actual FY 2021	Estimated Actual FY 2022	Budget FY 2023
Revenues			
Interest	\$ 151	\$ 26	\$ 26
Other Financing Sources			
Transfers In - from other funds	-	-	500,000
Total Revenues and Other Financing Sources	\$ 151	\$ 26	\$ 500,026
Appropriations			
Retirement Benefit	\$ 6,082	\$ -	\$ 500,000
Debt Service	-	-	-
Total Appropriations	\$ 6,082	\$ -	\$ 500,000
Change in Fund Balance (Revenues - Appropriations)	(5,931)	26	26
Beginning Fund Balance July 1	105,647	99,716	99,742
Ending Fund Balance June 30	\$ 99,716	\$ 99,742	\$ 99,768
Ending Fund Balance as a % of Appropriations	1639.5%		20.0%

SECTION 2: At the end of the fiscal year 2022, the governing body estimates fund balances or deficits as follows:

Fund	Estimated Fund Balance/Net Position at June 30, 2022	
General Fund	\$	23,312,323
State Street Street Aid Fund		2,075,401
Tourism Fund		514,283
ARPA Fund		219,690
Equipment Fund		913,926
ADA Fund		222,972
Insurance Fund		99,742

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

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

SECTION 4: During the coming fiscal year (2023) the governing body has pending and planned capital projects with proposed funding as follows:

Pending Capital Projects	Pending Capital Projects - Total Expense	Pending Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Pending Capital Projects Expense Financed by Debt Proceeds
Campbell Station Inn	\$ 250,000.00	\$ 250,000.00	\$ -
Land Acquisition	\$ 300,000.00	\$ 300,000.00	\$ -
Town Hall Renovations	\$ 100,000.00	\$ 100,000.00	\$ -
Little Turkey Creek Greenway-Brookmere-Sheffield	\$ 600,000.00	\$ 600,000.00	\$ -
Little Turkey Creek Greenway-Enclave @ Sheffield	\$ 165,000.00	\$ 165,000.00	\$ -
Mid-Block Crossing McFee & Grigsby Chapel	\$ 160,000.00	\$ 160,000.00	\$ -
Turkey Creek Study	\$ 100,000.00	\$ 100,000.00	\$ -
Town Center Improvements	\$ 500,000.00	\$ 500,000.00	\$ -
MBLP Field Reconstruction	\$ 1,302,000.00	\$ 1,302,000.00	\$ -
Town Hall Playground Restroom Building	\$ 200,000.00	\$ 200,000.00	\$ -
MBLP Field 2 Turf Replacement	\$ 650,000.00	\$ 650,000.00	\$ -
McFee Park: Dog Park & Storage	\$ 50,000.00	\$ 50,000.00	\$ -
McFee Park: Tennis Courts	\$ 135,000.00	\$ 135,000.00	\$ -
Boyd Station Road Improvements	\$ 300,000.00	\$ 300,000.00	\$ -
Grigsby Chapel Road Corridor	\$ 280,000.00	\$ 280,000.00	\$ -
Traffic Mitigation			\$ -
Kingston Pike Crosswalk Improvements	\$ 250,000.00	\$ 250,000.00	\$ -
KP/Campbell Station Intersections	\$ 40,000.00	\$ 40,000.00	\$ -
Lane Reassignment			\$ -
Evans Road Improvements	\$ 550,000.00	\$ 550,000.00	\$ -
Union Road Improvements	\$ 870,000.00	\$ 870,000.00	\$ -
Virtue Road Phase II (Brookmere to Boyd Station)	\$ 762,000.00	\$ 762,000.00	\$ -
Signal System Upgrade (CMAQ)	\$ 6,710,000.00	\$ 6,710,000.00	
Watt Road Roundabout	\$ 100,000.00	\$ 100,000.00	
Jamestowne Blvd	\$ 350,000.00	\$ 350,000.00	\$ -

Proposed Future Capital Projects	Proposed Future Capital Projects - Total Expense	Proposed Future Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Proposed Future Capital Projects Expense Financed by Debt Proceeds
Land Acquisition	\$ 300,000.00	\$ 300,000.00	\$ -
KP Pedestrian Underpass at N. Fork Turkey Creek	\$ 350,000.00	\$ 350,000.00	\$ -
Sonja Drive Sidewalk	\$ 500,000.00	\$ 500,000.00	\$ -
Red Mill Trailhead	\$ 170,000.00	\$ 170,000.00	\$ -
Anchor Park Pedestrian Crossing	\$ 230,000.00	\$ 230,000.00	\$ -
Amphitheatre-Town Center	\$ 250,000.00	\$ 250,000.00	\$ -
MBLP Walk trail & ADA Repair & Repaving	\$ 40,000.00	\$ 40,000.00	\$ -
McFee Park: Dog Park & Storage	\$ 360,000.00	\$ 360,000.00	\$ -
Grigsby Chapel Road Corridor	\$ 280,000.00	\$ 280,000.00	\$ -
Traffic Mitigation			\$ -
KP/Campbell Station Intersections	\$ 160,000.00	\$ 160,000.00	\$ -
Lane Reassignment			\$ -
Evans Road Improvements	\$ 2,000,000.00	\$ 2,000,000.00	\$ -
Union Road Improvements	\$ 5,850,000.00	\$ 5,850,000.00	\$ -
Virtue Road Phase II (Brookmere to Boyd Station)	\$ 925,000.00	\$ 925,000.00	\$ -
Watt Road Roundabout	\$ 50,000.00	\$ 50,000.00	\$ -
Jamestowne Blvd	\$ 700,000.00	\$ 700,000.00	\$ -

SECTION 5: No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 (Tenn. Code Ann. § 6-56-208). In addition, no appropriation may be made in excess of available funds except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Tenn. Code Ann. § 6-56-205.

SECTION 6: Money may be transferred from one appropriation to another in the same fund by the Town Administrator, subject to such limitations and procedures as set by the Governing Body pursuant to Tenn. Code Ann. § 6-56-209. Any resulting transfers shall be reported to the governing body at its next regular meeting and entered into the minutes.

SECTION 7: A detailed financial plan will be attached to this budget and become part of this budget ordinance.

SECTION 8: This annual operating and capital budget ordinance and supporting documents shall be submitted to the Comptroller of the Treasury or Comptroller's Designee for approval pursuant to Title 9, Chapter 21 of the Tennessee Code Annotated within fifteen (15) days of its adoption. If the Comptroller of the Treasury or Comptroller's Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes or as directed by the Comptroller of the Treasury or Comptroller's Designee.

SECTION 9: All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

SECTION 10: All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.

SECTION 11: This ordinance shall take effect July 1, 2022, the public welfare requiring it.

Ron Williams, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

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

SUBJECT: Approval of Professional Services Agreement with Vaughn & Melton Consulting Engineers, Inc. for Services to Acquire ROW and Easements for Union Road Improvements

INTRODUCTION: The purpose of this item is approval of a proposal from Vaughn & Melton to provide services for acquisition of right of way and easements for the Town's Union Road project, from Hobbs Road to Everett Road.

BACKGROUND: One of the Critical Success Factors outlined in the Board's Strategic Plan is "Building and Maintaining the Town's Infrastructure and Assets." This project includes reconstruction of Union Road from Hobbs Road to Everett Road, and Hobbs Road from Kingston Pike to Union Road. Improvements include realignment of the roadway (approximately 4200 linear feet, less the new roundabout in front of Ivey Farms development) with 11' lanes, curb & gutter and a 10' wide multi-use path for pedestrians and bicyclists. Federal funding for the project is provided through a mix of Local/Surface Transportation Block Grants (L-STBG) and Highway Infrastructure Program (HIP) funds, with an 80/20 federal/local split.

DISCUSSION: The Tennessee Department of Transportation provided Notice to Proceed for the Right of Way (ROW) phase of the project in February. Since that time, staff has advertised a Request for Qualifications (RFQ) for agents to provide each of the four services required for acquisition of ROW and easements necessary for construction. Federal law (Uniform Act of 1970) defines the requirements for all public entities when acquiring property and easements for public use. Among these requirements is the need for each of the four services (appraisals, appraisal reviews, negotiations and closings) to be performed by separate companies as a means of guaranteeing each property owner fair compensation for their property. TDOT allows us to hire one company that will perform one of the services and coordinate the other services by subcontracting with other firms.

The attached professional services agreement from Vaughn & Melton provides a scope of work that includes all four of the required services. Vaughn & Melton will perform negotiations and coordinate the additional services among three subconsultants (appraisals by Pipkin & Associates, appraisal review by Integra Realty Resources and title/closings by Tennessee Valley Title). Vaughn and Melton will be compensated based upon unit prices and their current hourly rates with a not-to-exceed amount of \$214,335. The Town has contracted with all these firms in the past and found their work to be excellent.

FINANCIAL SECTION:

Project: Union Road Improvements			
<u>Total Budget</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$870,000	\$214,335	\$0	\$655,665
Approved By: <u>A. Myers</u>			

RECOMMENDATION BY: Darryl Smith, PE, Town Engineer

PROPOSED MOTION: Approval of professional services agreement with Vaughn & Melton as presented to provide acquisition services for the Union Road project.

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

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

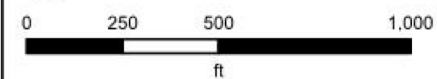


Union Road Improvements

Knoxville - Knox County - KUB Geographic Information System



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TOWN OF FARRAGUT

PROFESSIONAL SERVICES AGREEMENT

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

Project: Union Road Improvements

Location: Union Rd from N. Hobbs Rd to Everett Rd & N. Hobbs Rd from Union Rd to Kingston Pike

Description of Project: Right-of-Way Acquisitions Services

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

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

2. **Compensation.** Client shall compensate Contractor for the Basic Services as follows: A lump sum fee of \$214,335.00, including reimbursable expenses. In addition, Client shall pay Contractor for additional services that may be requested by the Client beyond the Basic Services in accordance with the hourly rate schedule attached as **Attachment B** 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 August 31, 2023. The schedule for the various meetings and presentations as outlined in the Basic Services shall be agreed upon by the Client and Contractor before beginning work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. **Indemnification.**

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

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

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

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

16. **Miscellaneous.**

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

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

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

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

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

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

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

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

CLIENT:

Town of Farragut

By: _____

Printed
Name: _____

Title: _____

Date: _____

CONTRACTOR:

Vaughn & Melton Consulting Engineers, Inc.

By: _____

Printed
Name: _____

Title: _____

Date: _____



Attachment A

April 25, 2022

Mr. Darryl Smith, P.E.
Town Engineer
Town of Farragut Engineering Department
11408 Municipal Center Drive
Farragut, TN 37934
Direct – 865.966.7057

RE: Union Road Improvements Project – ROW Services
State Project # 47LPLM-F2-135
Federal Project # STP-M-9109(174)

Vaughn & Melton Consulting Engineers, Inc. is pleased to present our scope and fee proposal for the Right of Way process pertaining to the Union Road Improvements Project. We propose to act as the Town of Farragut's Right of Way agent throughout the entire Right of Way process from initial contact to delivery of the final transmittal to the Town of Farragut for each parcel.

The project, as we understand, is the widening and improvement of a portion of Union Road and N. Hobbs Road. The improvement will entail grading, drainage, paving, marking, and signage. Also included is the addition of a shared use path along the roadway. There are 35 tracts requiring acquisitions. There are no total takes or relocations. No utility adjustments will be required.

V&M to provide:

- Initiate appraisers as required by the project to generate fair market value reports with a review report or nominal payment parcel offer where applicable.
- Initiate title attorney to produce title reports showing all interest in the subject property and perform closings.
- Provide weekly status report from initial contact to closing.
- Provide qualified agents to prepare documents, review appraisal, liens, leasehold interest and title information for negotiations on each parcel or any interest in the parcel.
- Contact all interest as required per parcel and present written offers for property as appraised and reviewed. (Confirm title information and all interest to be released with owner.)
- Conclude negotiations with documentation of settlement amounts or condemnation process to be implemented as required.
- Closing: Provide correspondence to the attorney for closing as needed to include all information required for deed preparation, releases, etc.
- Parcel files: Files for each parcel, property owner, lease or occupant will be generated for all negotiations.



UNION ROAD IMPROVEMENTS PROJECT
Right-of-Way Acquisition/Negotiation Services
Farragut, Tennessee

Tract	Acquisition Type	Appraisal Type	FEE						Tract Total	Notes
			Title Report	Appraisal/NPP	Review	Negotiation	Closing			
4	Acquisition Only	FPA	\$ 650.00	\$ 3,000.00	\$2,000.00	\$ 4,135.00	\$ 550.00	\$ 10,335.00	Acq. Agent 40 Hours / PM 1 Hour	
5	Acquisition Only	FPA	\$ 650.00	\$ 3,000.00	\$2,000.00	\$ 4,335.00	\$ 550.00	\$ 10,535.00	Acq. Agent 42 Hours / PM 1 Hour	
6	Acquisition Only	FPA	\$ 650.00	\$ 3,000.00	\$2,000.00	\$ 4,335.00	\$ 550.00	\$ 10,535.00	Acq. Agent 42 Hours / PM 1 Hour	
7	Acquisition Only	FPA	\$ 650.00	\$ 3,000.00	\$2,000.00	\$ 4,535.00	\$ 550.00	\$ 10,735.00	Acq. Agent 44 Hours / PM 1 Hour	
8	Acquisition Only	FPA	\$ 650.00	\$ 3,000.00	\$2,000.00	\$ 4,335.00	\$ 550.00	\$ 10,535.00	Acq. Agent 42 Hours / PM 1 Hour	
9	Acquisition Only	FPA	\$ 650.00	\$ 3,000.00	\$2,000.00	\$ 4,135.00	\$ 550.00	\$ 10,335.00	Acq. Agent 40 Hours / PM 1 Hour	
10	Acquisition Only	FPA	\$ 650.00	\$ 3,000.00	\$2,000.00	\$ 4,335.00	\$ 550.00	\$ 10,535.00	Acq. Agent 42 Hours / PM 1 Hour	
11	Acquisition Only	FPA	\$ 650.00	\$ 3,000.00	\$2,000.00	\$ 3,935.00	\$ 550.00	\$ 10,135.00	Acq. Agent 38 Hours / PM 1 Hour	
12	Acquisition Only	FPA	\$ 650.00	\$ 3,000.00	\$2,000.00	\$ 4,335.00	\$ 550.00	\$ 10,535.00	Acq. Agent 42 Hours / PM 1 Hour	
13	Acquisition Only	FPA	\$ 650.00	\$ 3,000.00	\$2,000.00	\$ 4,135.00	\$ 550.00	\$ 10,335.00	Acq. Agent 40 Hours / PM 1 Hour	
15	Acquisition Only	FPA	\$ 650.00	\$ 3,000.00	\$2,000.00	\$ 4,335.00	\$ 550.00	\$ 10,535.00	Acq. Agent 42 Hours / PM 1 Hour	
16	Acquisition Only	FPA	\$ 650.00	\$ 3,000.00	\$2,000.00	\$ 4,335.00	\$ 550.00	\$ 10,535.00	Acq. Agent 42 Hours / PM 1 Hour	
20	Acquisition Only	FPA	\$ 650.00	\$ 3,000.00	\$2,000.00	\$ 3,935.00	\$ 550.00	\$ 10,135.00	Acq. Agent 38 Hours / PM 1 Hour	
22	Acquisition Only	FPA	\$ 650.00	\$ 3,000.00	\$2,000.00	\$ 4,135.00	\$ 550.00	\$ 10,335.00	Acq. Agent 40 Hours / PM 1 Hour	
23	Acquisition Only	FPA	\$ 650.00	\$ 3,000.00	\$2,000.00	\$ 4,535.00	\$ 550.00	\$ 10,735.00	Acq. Agent 44 Hours / PM 1 Hour	
24	Acquisition Only	FPA	\$ 650.00	\$ 3,000.00	\$2,000.00	\$ 3,935.00	\$ 550.00	\$ 10,135.00	Acq. Agent 38 Hours / PM 1 Hour	
26	Acquisition Only	FPA	\$ 650.00	\$ 3,000.00	\$2,000.00	\$ 4,135.00	\$ 550.00	\$ 10,335.00	Acq. Agent 40 Hours / PM 1 Hour	
27	Acquisition Only	FPA	\$ 650.00	\$ 3,000.00	\$2,000.00	\$ 4,135.00	\$ 550.00	\$ 10,335.00	Acq. Agent 40 Hours / PM 1 Hour	
28	Acquisition Only	FPA	\$ 650.00	\$ 3,000.00	\$2,000.00	\$ 3,935.00	\$ 550.00	\$ 10,135.00	Acq. Agent 38 Hours / PM 1 Hour	
29	Acquisition Only	FPA	\$ 650.00	\$ 3,000.00	\$2,000.00	\$ 4,335.00	\$ 550.00	\$ 10,535.00	Acq. Agent 42 Hours / PM 1 Hour	
ROW Certification Coordination								\$ 4,535.00		
Reimbursable Expenses								\$ 1,500.00		
Acquisition/Relocation Plan								N/A		
Utility Adjustments								N/A		
TOTAL								\$ 214,335.00		

Appraisal Types

Formal: Formal Appraisal to account for the entire parcel or multiple parcels with a common use and any improvements

FPA: Formal Part-Affected Appraisal to account for minor or strip acquisitions

NPP: Nominal Parcel Payment for minimal value under \$10,000 with no damages

Providers

Title and Closing services provided by Tennessee Valley Title.

Appraisals provided by Pipkin & Associates, LLC.

Appraisal Reviews provided by Integra Realty Resources, Inc.

This is only an estimate which will be adjusted to billing for actual hours of work performed. Contract will be based on the unit prices and our current hourly rates for each classification with a do not exceed amount of \$214,335.00 (Two Hundred Fourteen Thousand Three Hundred Thirty-Five Dollars). This fee is based on the current ROW plans and acquisition table. Invoices will be submitted monthly and will include a detailed description of personnel and time for services rendered. The invoices will also include the remaining balance of the contract.

If you have any questions, please give me a call.

Thank you,
 Vaughn & Melton Consulting Engineers, Inc.

Michael Gresham

Michael Gresham
 Project Manager



Attachment B

Vaughn & Melton, (V&M) will provide professional engineering services at an hourly rate for each classification as follows:

<u>Job Classification</u>	<u>Hourly Rate</u>
Principal	\$225.00
Senior Project Manager II	200.00
Senior Project Manager I	175.00
Project Manager II	155.00
Project Manager I	135.00
Senior Licensed Design Professional	165.00
Licensed Professional II	140.00
Licensed Professional I	120.00
Construction Engineer II	125.00
Construction Engineer I	105.00
Graduate Engineer (EIT)	100.00
Senior Designer II	150.00
Senior Designer I	120.00
Senior Environmental Scientist	120.00
Environmental Scientist	100.00
CADD Technician IV	100.00
CADD Technician III	85.00
CADD Technician II	70.00
CADD Technician I	55.00
CEI Technician IV	115.00
CEI Technician III	100.00
CEI Technician II	85.00
CEI Technician I	65.00
Clerical Administration II	70.00
Clerical Administration I	60.00
ROW Agent III	130.00
ROW Agent II	100.00
ROW Agent I	90.00
Survey Party (4-Man)	215.00
Survey Party (3-Man or 2-man w/Robotic or GPS)	185.00
Survey Party (2-man)	130.00
Survey Party (1-man w/Robotic or GPS)	100.00
Conductive Locator (1-Man)	90.00
Ground Penetrating Radar (1-Man)	125.00
Vacuum Excavation (2-Man)	265.00

The above rates would be full compensation, including fringe benefits and overhead items for each hour worked by an employee; except the following expenses properly chargeable to the project, which would be reimbursed at cost:

- (1) Printing, reproduction, photography or special material for said project.
- (2) Travel by 4X4 at \$0.75 per mile. Travel by 4X2 at \$0.535 per mile.
- (3) Travel and living expenses for all personnel when required to be away from Knoxville in connection with work
- (4) Other consultant fees as approved by the Owner (or his Agent).

V&M will furnish, at the request of the Owner, monthly time sheets and an hourly breakdown for each employee working on said project with V&M's monthly invoice. The invoice and time sheets would be certified that the employee's worked the hours shown, at the classification designated.

Effective May 1, 2021

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Sue Stuhl, Parks & Recreation Director

SUBJECT: Approval of Resolution R-2022-06: Adoption of Farragut Parks & Recreation 2022-2032 Master Plan

BACKGROUND: The Town of Farragut Parks and Recreation staff began the master plan process in early 2021 by developing background documents for focus group members and the 2022 Farragut Parks & Recreation Master Plan Steering Committee (Parks & Athletics Council). The process continued with general citizen/public involvement which began in early April, continued through early December of 2021 and ended this May. This involvement included the following:

- **Focus Groups:** Four focus groups met in person between April 27 and May 18 of 2021. These four groups involved 30 people and represented members from four of the Town's advisory committees including the Arts & Beautification Committee, Farragut Museum Committee, Tourist and Visitor Advisory Committee and the Parks & Athletics Council (who also served as the steering committee as previously noted). The focus groups, led by Town staff, participated in a SWAT analysis.
- **Insider Survey:** Using the results of the focus groups, an insider survey was developed and a link emailed to a select group of participants that included Town elected officials, staff, committee members (11 advisory or policy committees) and participants in the Town's FUN (Farragut's Unsung Navy) Volunteer Program. The survey was open from June 28 through July 17 with a total of 92 completed. The participants for this survey were purposefully chosen due to their greater than average knowledge of the structure of the Town of Farragut.
- **Intercept Surveys:** A compact one-page survey was created to use at various Town events and programs in August and September. Staff and volunteers manned a table at each of these events and requested that participants complete a survey. Intercept surveys were held at the following events:
 - Fun With Farragut's Fleet - a "touch a truck" event aimed at pre-school age. 136 surveys were completed
 - Sand Volleyball Tournament - an adult coed volleyball league. 19 surveys were completed over a two-night tournament.
 - ArtFest - a child-oriented event with a variety of hands-on art activities. 55 surveys were completed.
- **Citizen Survey:** A modified version of the insider survey, 816 households completed the survey between Aug. 18 and Sept. 13. Links to the survey were advertised in articles in the local press, on a vast network of social media (including both Town of Farragut and Farragut Parks & Recreation sites), on NextDoor, on the Farragut Parks & Recreation website, via the Farragut/West Knox Chamber of Commerce and the Farragut Business Alliance and through direct and forwarded emails from committee members, local athletic clubs, community center members, staff and elected officials.
- **Public Hearings:** Four in-person public hearings were on November 16 and Dec. 8 (a morning and evening meeting on each date) with 25 people attending. Participants were asked to vote for their favorite projects and initiatives using colored dotes. Projects and initiatives were identified by the Steering Committee using all research from the background documents and results of the focus groups and surveys.
- **Final Draft Plan Public Hearings:** Meeting was held on Tuesday, May 2 at 6 p.m. to review the plan process, proposed master plan and to answer any questions.

DISCUSSION: Throughout the latter half of 2021, the Steering Committee met on a monthly basis to review background documents and results of the various pieces of public involvement. In October, a list a projects and

initiatives were developed which was then refined at the November meeting. In December, after the public hearings, the committee prioritized the projects and initiatives into short-term, mid-term and long-term recommendations. A draft action plan was approved unanimously by the Steering Committee (Parks & Athletics Council) and presented to this board in January for a workshop. The complete draft of the Master Plan and the announcement the final public hearings was sent to the Steering Committee (Parks & Athletics Council), was available for review by the public at the community center and was promoted through social media, media advisories and a print advertisement in late April. Two members of the public attended the public hearing on May 3 and one comment was recorded: request for dedicated pickleball courts at McFee Park.

STRATEGIC PLAN: Providing Excellent Parks, Recreation, Cultural Amenities and Programs; Enhancing the Town’s Financial Position; Supporting and Caring for a Committee Workforce

RECOMMENDATION BY: Sue Stuhl, Parks & Recreation Director

PROPOSED MOTION: Approve Resolution R-2022-06: Adoption of the Farragut Parks & Recreation 2022-2032 Master Plan

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

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



TOWN OF FARRAGUT

RESOLUTION R-2022-06

ADOPTION OF FARRAGUT PARKS & RECREATION 2022-2032 MASTER PLAN

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut identified a need for a comprehensive parks and recreation master plan; and

WHEREAS, the Town of Farragut desires a Town-wide park and recreation system with the objective of providing facilities, programs and initiatives to recreate while fostering social interactions, fitness, education, alternative transportation options, cultural experiences and more; and

WHEREAS, the Town of Farragut staff engaged in extensive public outreach starting in April 2021 to identify needs and desires of the Farragut community; and

WHEREAS, the Parks and Athletics Council, serving as the master plan steering committee, recommends an action plan contained within the master plan to guide the development of these facilities, programs and initiatives; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the Town of Farragut to adopt the 2022-2032 Farragut Parks and Recreation Master Plan.

This Resolution is duly adopted this 12th day of May, 2022.

Ron Williams, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of Resolution R-2022-07, FY2023 Fee Resolution

INTRODUCTION:

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

DISCUSSION:

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

Community Development:

- **Mobile Food Vendor Fire Safety Permit Fee \$100/per year:** The primary purpose of the proposed fee change is to capture the administrative costs associated with conducting the safety inspection, issuing the permit, and tracking through to the renewal process. However, it is anticipated that an annual permit will simplify the regulatory process for mobile food vendors and eliminate confusion regarding which vendors are permit holders to operate in Farragut.
- **Signs Erected or Modified without a permit:** establishing fee of double the sign permit fee; \$200-permanent sign, \$50-temporary sign, and \$100-tenant panel signs.

Parks & Recreation:

The following fees have been approved by the Parks & Athletics Council:

- **McFee small & large pavilions:** Current fee of \$85 half day/\$125 full day (Monday through Thursday) will remain. Weekend rental fees will increase to \$100 half day/\$150 full day (Fri, Sat, Sun & Holidays)
- **Town Hall Park Pavilion Rental:** establishing fee for \$25 half day/ \$40 full day rental
- **Anchor Park Restroom Pavilion Rental:** establishing fee for \$25 half day/ \$40 full day rental
- **Athletic Field Rentals Diamond and rectangle fields:** increase from \$20 per hour to \$25 per hour
- **Athletic Field Rentals Artificial turf fields:** increase from \$40 per hour to \$50 per hour
- **Tournament/Camp/Clinic Usage Fee:** establishing fee for Tennis (2)/Pickleball (4) \$200 full day & Tennis (4)/Pickleball (8) \$400 full day

RECOMMENDATION BY: Allison Myers, Town Recorder/Treasurer

PROPOSED MOTION: Approve Resolution R-2022-07, FY2023 Fee Resolution

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

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



TOWN OF FARRAGUT

RESOLUTION R-2022-07

WHEREAS, the Board of Mayor and Aldermen desires to establish a general fee schedule for Fiscal Year 2023, setting the necessary fees for all Town services and collection of Town accounts and expenditures, including but not limited to application, filing, license and permit fees; and

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

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

This Resolution is duly adopted by the Board of Mayor and Aldermen of the Town of Farragut on this 12th day of May 2022.

Ron Williams, Mayor

Allison Myers, Town Recorder

<u>FY2023 Fee Schedule</u>		
		<u>Approved Fee</u>
<u>Administration</u>		
Beer Permit		\$250
Beer Permit Privilege Tax/Annual Renewal Fee		\$100
Retail Liquor Store Application		\$300
Liquor Privilege Tax		
	Private Club	\$300
	Hotel & Motel	\$1,000
	<u>Restaurants, according to seating</u>	
	75-125 seats	\$600
	126-175 seats	\$750
	176-225 seats	\$800
	226-275 seats	\$900
	276 seats & over	\$1,000
Wine Only Privilege Tax		\$120
Solicitation Permit		\$15
Records Request/Copies	Black & White 8 1/2 X 11	\$0.15
(see Section 1-307 of Farragut Municipal Code)	Color 8 1/2 X 11 or 8 1/2 X 14	\$0.50
	Color 36 X 24	\$5
	Larger copies	Cost of production
	Labor to fill request	Charges based on employee hourly rate and time to fulfill request
Notary Service	\$0 for Farragut residents	\$10 per stamp/signature
Credit Card Fee		2% transaction fee
<u>Engineering</u>		
<u>Drainage Fee</u>		
	Commercial/Office Development	\$0.03 per square foot of impervious surface
	Residential Development	\$40 per subdivision lot

<u>Community Development</u>		<u>Approved Fee</u>
General		
	Illegal Parking (in fire lanes)	\$25
	Special Events Permit	\$25
	Home Occupation	\$50
	Local Contractor Licensing Fee	\$100
	Mobile Food Vendor Fire Safety Permit/per year	\$100
	Zoning Letter	\$25
Building Permits	Permit valuation shall include total value of work, including labor and materials, for which the permit is being issued	
	Total Valuation:	
	\$1,000 and less	\$35.00 minimum
	\$1,001 to \$50,000	\$35.00 for the first \$1,000, plus \$6.50 for each additional thousand or fraction thereof, to and including \$50,000
	\$50,001 to \$100,000	\$340 for the first \$50,000, plus \$5.25 for each additional thousand or fraction thereof, to and including \$100,000
	\$100,001 to \$500,000	\$600 for the first \$100,000, plus \$4.00 for each additional thousand or fraction thereof, to and including \$500,000
	\$500,001 and up	\$2,260 for the first \$500,000, plus \$2.60 for each additional thousand or fraction thereof
Plumbing Permits		\$35, plus \$5.00 for each fixture
Gas Permits		\$35 for first tap, plus \$5.00 for each additional tap

Mechanical Permits-Commercial		\$35 for first \$1,000, per total value of installation, plus \$5.00 for each additional thousand or fraction thereof
Mechanical Permits-Residential		\$35, plus \$35 per each unit
Plumbing, Gas, Mechanical Local License		\$100.00
Swimming Pool Permits	Public and Private Pool	Per total value of construction
Demolition Permits (for demolition of any building or structure)		\$100
Moving Permits (for moving any building or structure)		\$100
Re-Inspections		\$50 for 1st re-inspection and \$100 for 2nd re-inspection and \$200 for re-inspections of the same failure beyond the 2nd re-inspection
Commencing Work Without a Permit		Fee will be double the calculated building permit fee
Building Permit Application Extensions		\$100 with up to 90 days as the maximum extension
Building Permit Extensions		\$100 with up to 180 days as the maximum extension
Temporary Certificate of Occupancy	Residential-30 day maximum	\$100
Temporary Certificate of Occupancy	Non-residential-30 day maximum	\$200
Plan Reviews		Fee is one half of the calculated Building Permit Fee, which is to be paid at the time of plan submittal. One and two family dwellings are exempt. This fee includes an initial submittal and one correction submittal. All additional submittals will require a \$250 re-submittal fee

Re-submittal Plan Reviews		Re-submittal fees are a minimum of \$250 or one half of the calculated building permit fee based on the difference between the original building value and the revised building value, whichever is greater
Fire Prevention		
	Fire Sprinkler System Permit	\$0.02 per square foot or \$100 (whichever is greater)
	Fire Alarm System Permit	\$0.02 per square foot or \$100 (whichever is greater)
	Modifications to existing fire alarm or sprinkler systems if work does not exceed \$1,000; if does exceed \$1,000, refer to Fire Alarm or Sprinkler System Permit fee	\$50
	All other permits	\$100
Fire Prevention Plan Resubmittal		\$100 after the second submittal

Concept Plans, Subdivision Plats and Subdivision Variances		
	Concept Plan	\$100
	Preliminary Plat	\$100 plus \$25/lot
	Final Plat	\$100 plus \$25/lot
	Variance Request	\$300
Site Plans (small acreage/building size)	Less than 3 acres or proposed gross square footage of building space is less than 10,000 square feet	\$100
Site Plans (large acreage/building size)	More than 3 acres or proposed gross square footage of building space is more than 10,000 square feet	\$200
Landscape Plans		\$50
Zoning Ordinance & Subdivision Regulations Text Amendments	Amend text	\$300
Zoning Map Amendments	Amend map	\$300
Board of Zoning Appeals - Variance Request		\$300
Board of Zoning Appeals - Special Exception, Use on Review, or Interpretation Request		\$100
Comprehensive Land Use Plan Amendments	Amend text or map	\$300
Municipal Code Text Amendments		\$300
Municipal Code Variance (Non- Board of Zoning Appeals)		\$300
Signs		
	Permanent Signs (non individual tenant panel)	\$100
	Temporary Signs	\$25
	Sign Fees for Tenant Panel Addition or Modification to Tenant Panel on Existing Ground Mounted Sign	\$50
	Signs Erected or Modified Without a Permit	Double the sign permit fee
Everett Road Corridor Fee		Ordinance 14-19

<u>Parks & Recreation</u>		<u>Approved Fee</u>
<u>Facility</u>		
Picnic/Pavilions Rental	Essex (AP); Burnside (CSP)	\$25 half day/ \$40 full day
	Hartford & Saratoga (AP); Longstreet (CSP)	\$45 half day/\$80 full day
	McFee Small	\$85 half day/\$125 full day (Monday through Thursday)
	McFee Small	\$100 half day/\$150 full day (Fri, Sat, Sun & Holidays)
	McFee Large	\$95 half day/\$145 full day (Monday through Thursday)
	McFee Large	\$120 half day/\$175 full day (Fri, Sat, Sun & Holidays)
	McFee Great Pavilion	\$150 full day + \$250 refundable deposit + \$125 for use of tables and chairs
	Town Hall Park Pavilion	\$25 half day/ \$40 full day
	Anchor Park Restroom Pavilion	\$25 half day/ \$40 full day
Athletic	Fields (Diamond & Rectangular)	\$20 per hour \$25 per hour
	Fields (Artificial Turf)	\$40 per hour \$50 per hour
	Competitive, Recreational & Intermediate Volleyball Fees	\$165 per team
	McFee Tennis	\$10 per court for 1&1/2 hours
	McFee Pickleball	\$5 per court for 1& 1/2 hours
Park Usage Fee for Non-Town Programs (Does not include any facility i.e. pavilions, etc.)	Professional photographers, fitness classes, trainers, Etc.	\$100 Annual Permit Fee
For-Profit/Park Usage Fee	Professional Photographers, For profit classes, Trainers, Etc.	\$100 Annual Permit Fee
Tournament/Camp/Clinic Usage Fee	Grass Field/Volleyball Complex	\$85 half day/\$150 full day
	Synthetic Turf Field	\$300 half day/\$600 full day
	Tennis (2)/Pickleball (4)	\$200 full day
	Tennis (4)/Pickleball (8)	\$400 full day

Tournament Deposit (Refundable)		\$500
Vendor Fee-Tournament	Per Vendor	\$20 per day
Special Event Park Use Fee - Founders Park		\$200 per 4 hours; \$50 per hour for each additional hour

<u>Mayor Ralph McGill Plaza</u>	Non Profit	For Profit/Social	
100 people or less	\$300	\$400	use of two grass lawns and sections of parking lot
101 people or more	\$450	\$600	use of two grass lawns, parking lot, and can shut down entry roads – parking provided at the Farragut Community Center
Electrical Fee	\$100	\$100	
Trash Fee-100 people or less	\$75	\$75	
Trash Fee-101 people or more	Renter must provide for private trash service		
Security Deposit (Refundable)-100 people or less	\$300	\$300	
Security Deposit (Refundable)-101 people or more	\$500	\$500	
Tent Permit/Fee	\$50	\$50	
Alcohol Fee	\$100	\$250 (No sales)	
Alcohol Fee		\$500 (sales)	
Any event serving or selling alcohol must hire an officer (not security guard), must receive a Town of Farragut beer board event permit (beer only) and must receive a State of Tennessee alcohol event permit (wine and liquor)			
<u>Tourism Rental Rebate Plan (Hotel Incentive)</u>			
Rebate for rental fees for Farragut hotel use (20 or more rooms)	Rentals of athletic fields, courts, McGill Plaza, CC Gym, CC Assembly Hall	\$2.55 per hotel night	

Community Center Fees				
<u>Classrooms</u>	Non Profit - Reg Hours	Non-Profit - After Hours	For Profit/ Social - Reg Hours	For Profit/ Social - After Hours
Small (1 - 1/2 hour block)	\$15	\$40	\$15	\$40
Small (1 - 1/2 hour block) - Holiday Fee		\$50		\$50
Medium	\$20	\$45	\$20	\$45
Medium (1 - 1/2 hour block) - Holiday Fee		\$55		\$55
Large	\$25	\$50	\$25	\$50
Large Classroom (1 - 1/2 hour block) - Holiday Fee		\$60		\$60
<u>Gym</u>				
Sports/Fitness (1 hour block)	\$30	\$55	\$30	\$55
Sports/Fitness (1 hour block) - Holiday Fee		\$75		\$75
Sports/Fitness - Setup Fee	\$15	\$15	\$15	\$15
Camp/Tournament (Half Day - 6 hours)	\$150	\$275	\$150	\$275
Camp Tournament (Whole Day)	\$325	\$600	\$325	\$600
Camp/Tournament (Half Day - 6 hours) - Holiday Fee (20%)		\$330		\$375
Camp/Tournament (Whole Day) - Holiday Fee (20%)		\$720		\$800
Special Event (8 hours)*	\$450	\$650	\$750	\$950
Special Event (8 hours)* - Holiday Fee (20%)		\$780		\$1,140
Special Event Additional Hours (Per Hour)	\$125	\$125	\$125	\$125
Special Event Additional Hours (Per Hour) Holiday Fee (20%)	\$150	\$150	\$150	\$150
Refundable Damage Deposit	\$250	\$250	\$250	\$250
<u>Assembly Hall</u>				
8 Hour Rental**	\$400	\$650	\$650	\$850
Holiday Fee (20%)		\$780		\$1,020
Additional Hours (Per Hour)	\$100	\$100	\$100	\$100
Additional Hours (Per Hour) Holiday Fee (20%)	\$120	\$120	\$120	\$120
Alcohol Fee (No Sales)	\$100	\$100	\$100	\$100
Alcohol Fee (Sales) - For Profit Business Only (Not social)			\$500	\$500
Refundable Damage Deposit	\$250	\$250	\$250	\$250
*Includes commercial kitchen				
**Includes pre-function room and catering kitchen				
<u>Assembly Hall - Special Rates (Monday-Thursday)</u>	Non-Profit - After Hours	For Profit/ Social - After Hours		
2 Hour Rental**	\$100	\$150		
Additional Hour		\$50		
Additional Table/Chair Rental		\$10	per table/8 chairs	
Refundable Damage Deposit		\$100		
<u>Birthday Party Package</u>				
3 Hour Rental - 1 hour gym, 1 hour assembly hall plus 1 hour setup		\$150		
Additional Table/Chair Rental		\$10	per table/8 chairs	
Refundable Damage Deposit		\$100		