



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

AGENDA
July 14, 2022

BMA MEETING
6:00 PM

- I. Roll Call**
- II. Approval of Agenda**
- III. Approval of Minutes**
 - A. June 23, 2022**
- IV. Mayor's Report**
- V. Business Items**
 - A. Approval of request for Re-Appointment to the Education Relations Committee**
 - B. Approval of the Farragut Education Relations Committee Charter Amendment**
 - C. Approval of the Farragut Museum Committee Charter and By-Laws Amendment**
 - D. Rejection of Bids for Contract 2022-07, Advanced Traffic Management System (ATMS) Project**
 - E. Approval of First Utility District Easements at McFee Park**
 - F. Approval of Purchase of a 2022 John Deere 997R Zero Turn Lawnmower**
 - G. Approval of Purchase of a 2022 Case Backhoe Loader 580SN**
- VI. Town Administrator's Report**
- VII. Town Attorney's Report**
- VIII. 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

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

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

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

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

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

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

BMA MEETING
6:00 PM

Roll Call

Mayor Williams called the meeting to order at 6:00 PM. Roll Call for attendance: Alderman Burnette, yes; Alderman Povlin, yes; Alderman Pinchok, yes; Mayor Williams, yes; Alderman Meyer was absent; 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 Burnette; 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 June 9, 2022, as presented. Moved by Alderman Povlin, seconded by Alderman Pinchok; voting yes; Alderman Burnette, Pinchok and Povlin; no nays; Mayor Williams abstained; Alderman Meyer was absent; motion passed.

Mayor's Report

Farragut Sports Proclamation

The Board of mayor and Aldermen presented a proclamation to the Farragut High School tennis, softball, and baseball teams.

Ordinances

Public Hearing and Second Reading

Ordinance 22-08, an ordinance on first reading to amend the Farragut Zoning Map to rezone a portion (.82 Acres) of Parcel 069, Tax Map 151, 13013 Kingston Pike, from General Commercial District (C-1) to Rural Single-Family Residential District (R-1) (JMB FP Investment Company, Applicant)

Motion was made to approve Ordinance 22-08 on second and final reading. Moved by Alderman Povlin, seconded by Alderman Burnette; roll call vote: Alderman Burnette, yes; Alderman Pinchok, yes; Alderman Povlin, yes; Mayor Williams, yes; Alderman Meyer was absent; no nays; motion passed.

Business Items

Approval of FY23 Committee Appointments to the Town of Farragut Tree Board

Motion was made to appoint the following to the Tree Board.
Motion was made to nominate Scott Russ as the Planning Commission representative and to approve the slate of appointees. 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.

Lori Saal-Engineering Department
Bud McKelvey-Public Works Department

Lauren Cox-Parks & Recreation Department

Mark Shipley-Planning Department

Mark McKinney-Utility Representative

Gerald Thornton-Farragut Citizen At-Large

Scott Russ-Planning Commission Representative

Approval of Appointment to the Knox County Community Health Council

Motion was made to appoint Marianne McGill to the Knox County Health Council. Moved by Alderman Pinchok, seconded by Alderman Povlin; voting yes; Mayor Williams, Aldermen Burnette, Pinchok and Povlin; no nays; Alderman Meyer was absent; motion passed.

Approval of Village Green Swim Team Triathlon Special Event

Motion was made to approve the Village Green Swim Team Triathlon Special Event. Moved by Alderman Povlin, seconded by Alderman Burnette; voting yes; Mayor Williams, Aldermen Burnette, Pinchok and Povlin; no nays; Alderman Meyer was absent; motion passed.

Approval of Bids for Contract 2023-01, Annual On-Call Road Maintenance

Motion was made to Contract 2023-01 to Pavement Restorations, Inc. Moved by Alderman Povlin, seconded by Alderman Burnette; voting yes; Mayor Williams, Aldermen Burnette, Pinchok and Povlin; no nays; Alderman Meyer was absent; motion passed.

Approval of Bids for Contract 2023-02, Annual On-Call Pavement Marking

Motion was made to Contract 2023-02 to Volunteer Highway Supply Company, Inc. Moved by Alderman Povlin, seconded by Alderman Burnette; voting yes; Mayor Williams, Aldermen Burnette, Pinchok and Povlin; no nays; Alderman Meyer was absent; motion passed.

Approval of Bids for Contract 2023-03, Annual On-Call Guardrail Maintenance

Motion was made to Contract 2023-03 to Roadway Solutions, Inc. Moved by Alderman Povlin, seconded by Alderman Burnette; voting yes; Mayor Williams, Aldermen Burnette, Pinchok and Povlin; no nays; Alderman Meyer was absent; motion passed.

Approval of Bids for Contract 2023-04, Annual On-Call Signal Maintenance

Motion was made to Contract 2023-04 to Progression Electric, LLC. Moved by Alderman Povlin, seconded by Alderman Burnette; voting yes; Mayor Williams, Aldermen Burnette, Pinchok and Povlin; no nays; Alderman Meyer was absent; motion passed.

Rejection of Bids for Contract #2022-09: Annual Street Sweeping

Motion was made to reject the bids for Contract 2022-09. Motion was made to Contract 2023-02 to Volunteer Highway Supply Company, Inc. Moved by Alderman Povlin, seconded by Alderman Burnette; voting yes; Mayor Williams, Aldermen Burnette, Pinchok and Povlin; no nays; Alderman Meyer was absent; motion passed.

Approval of Sourcewell Bid for a Tymco 435 Regenerative Air Street Sweeper

Motion was made to approve the purchase of a Tymco 435 Regenerative Air Street Sweeper from Springfellow Inc. after July 1, 2022, in the amount of \$196,730. Moved by Alderman Povlin, seconded by Alderman Burnette; voting yes; Mayor Williams, Aldermen Burnette, Pinchok and Povlin; no nays; Alderman Meyer was absent; motion passed.

Approval of Memorandum of Understanding between the Town of Farragut and the Farragut West Knox Chamber of Commerce for FY 2023

Motion was made to approve the Memorandum of Understanding between the Town of Farragut and the Farragut West Knox Chamber of Commerce. Moved by Alderman Povlin, seconded by Alderman Pinchok; voting yes; Mayor Williams, Aldermen Burnette, Pinchok and Povlin; no nays; Alderman Meyer was absent; motion passed.

Mayor Williams recused himself from the following discussion and exited the meeting room. Vice-Mayor Povlin conducted the meeting.

Request to allow temporary signs on Town of Farragut public property and rights-of-way

David White, 314 Belaire Drive, presented to the board requesting temporary sign on the Town of Farragut public property and rights-of-way.

Pam Foti, 12829 Stahl Drive and James Hill, 11350 Gates Mill both addressed the board to not allow the signs in the rights-of-way.

After much discussion the agenda item failed due to the lack of a motion.

Town Administrator's Report

David Smoak, Town Administrator, announced that there would be Sailors from the USS Farragut in town for the 4th of July Parade.

Town Attorney's Report

Tom Hale, Town Attorney, requested an executive session with the board to inform them on possible litigation. There will be no deliberation, but the board can ask the Town Attorney questions concerning the possible litigation.

The board recessed at 7:57 PM for the executive session.

The board reconvened at 8:14 PM.

Meeting adjourned at 8:15 PM.

Ron Williams, Mayor

Allison Myers, Town Recorder

AGENDA NUMBER V.A. MEETING DATE July 14, 2022

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Jenn Hatmaker, Executive Assistant / Risk Manager

SUBJECT: Approval of request for Re-Appointment to the Farragut Education Relations Committee

INTRODUCTION: The purpose of this business item is to consider the re-appointment of Beth Duncan to the Farragut Education Relations Committee. Mrs. Duncan missed more than the allowed number of meetings and is seeking re-appointment. Mrs. Duncan's request is attached.

RECOMMENDATION BY: Jenn Hatmaker, Executive Assistant / Risk Manager, for approval

PROPOSED MOTION: To re-appoint Beth Duncan to the Farragut Education Relations Committee.

BOARD ACTION:

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

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

Jennifer Hatmaker

From: Beth Duncan <[REDACTED]>
Sent: Tuesday, July 5, 2022 8:50 AM
To: Jennifer Hatmaker
Subject: [EXTERNAL] Re: Reappointment to the Education Relations Committee

To the Town Of Farragut,

I have been on the Education Relations Committee for the past two years. I would like to continue service on this committee. Recently I was voted to be the Chairman for the 2022-2023 year. With your approval I can continue as a voting member.

Thank you,
Beth Duncan

[REDACTED]

AGENDA NUMBER V.B. MEETING DATE July 14, 2022

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Jennifer Hatmaker, Executive Assistant / Risk Manager

SUBJECT: Approval of the Farragut Education Relations Committee Charter Amendment

INTRODUCTION: The Farragut Education Relations Committee allows for eligible high school students to serve as Youth Representatives on the committee. Youth Representative positions allow high school students to engage with the committee, offer input on committee business, and provide the committee with a perspective that the committee would not otherwise have without the Youth Representative's involvement.

DISCUSSION: After reviewing the Youth Representative applications for the Farragut Education Relations Committee, the committee would like to amend the charter to remove a specified number of Youth Representatives. This will provide more opportunities for eligible youths in the community to serve on each committee.

RECOMMENDATION BY: Jennifer Hatmaker, Executive Assistant / Risk Manager, for approval

PROPOSED MOTION: To approve the proposed amendment to the Farragut Education Relations Committee charter.

BOARD ACTION:

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

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



Farragut Education Relations Committee Charter

ARTICLE I: NAME

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

ARTICLE II: PURPOSE

The purpose of the committee shall be to connect the Town of Farragut with the education institutions and youth in the Farragut community. Additionally, the committee will advise the Town Staff and Board of Mayor and Aldermen on school and student activities and achievements, youth leadership opportunities and community service opportunities, and other issues as directed by the elected body.

ARTICLE III: COMMITTEE

Section I. Number, Terms, Qualifications

The committee shall consist of seven (7) voting members and ~~six (6)~~ two (2) non-voting members appointed by the Board of Mayor and Aldermen. The seven (7) voting members shall be composed of the following: one (1) member of the Board of Mayor and Aldermen appointed annually on or around July 01 by the Board, one (1) ~~voting member shall be a~~ representative of ~~each of the public educational institutions within the Town's boundaries including~~ St. John Neumann Catholic School, one (1) representative of Farragut Primary School, one (1) representative of Farragut Intermediate School, one (1) representative of Farragut Middle School, ~~and one (1) representative of~~ Farragut High School; and one (1) voting member shall be a representative from of the Farragut High School Education Foundation. The two (2) non-voting members shall be composed of one (1) representative of Concord Christian School and one (1) representative of Knoxville Christian School.

The voting members of the committee may appoint non-voting youth members by majority vote of the committee. The ~~six (6)~~ non-voting youth members shall be ~~composed junior or senior students who live in the Town of Farragut or attend a public or private high school within the Town of Farragut. of representatives from the following educational institutions: Concord Christian School, and Knoxville Christian School and four (4) non-voting youth members; two (2) representing Farragut High School, one (1) representing Concord Christian School and one (1) representing Knoxville Christian School.~~ Youth members should be a member of a student government or service club in

their respective school. ~~Youth members will be selected and appointed by majority vote of the voting members of the committee.~~

- The Town Administrator or his/her designee shall serve as an ex officio non-voting member of this committee and be responsible for providing Town Staff support to the committee as the Town Administrator deems appropriate.
- Members may hold committee membership until a successor is appointed.
- Each voting member may designate, in writing, a representative to serve at meetings during said member's absence.
- The non-voting youth members' terms may be for up to two years depending on the youth members' availability. The non-voting youth members may be removed from the committee at any time by majority vote of the committee.

The main intent of this committee is to provide an opportunity for the representatives from the Town and the schools to collaborate and coordinate with each other and to engage with the youth in the Town of Farragut. The members shall be formally involved with the school they represent.

Section II. Appointment

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

Section III. Committee Responsibilities: The Committee shall:

- a. Be subordinate to the Board of Mayor and Aldermen.
- b. Annually establish committee goals and objectives for the upcoming year.
- c. Recommend guidance, policy, and procedures to the governing body related to education and engagement with education institutions and youth in the Farragut community.
- d. Review and make a recommendation to the Board of Mayor and Aldermen funding related to other committee initiatives.
- e. Provide a verbal annual report to the Board of Mayor and Aldermen at the end of the calendar year (or as needed).
- f. Provide recommendations on appointments to the committee to the Board of Mayor and Aldermen.
- g. Annually review this charter and provide recommendations on changes to the Board of Mayor and Aldermen as appropriate.

Section IV. Attendance at Meetings

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

Section V. Disclosure of Interests

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

ARTICLE IV: OFFICERS

Section I. Officers

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

Section II. Nomination and Election of Officers

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

Section III. Terms of Officers

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

Section IV. Vacancies

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

Section V. Chairman

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

Section VI. Vice Chairman

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

Section VII. Secretary

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

ARTICLE V: MEETINGS

Section I. Regular Meetings

The committee shall meet monthly or as needed at Town Hall with the time and date to be determined by the committee. The committee shall determine and publish on the Town website and Town Hall community board the upcoming year's meeting schedule on or around July 1.

Section II. Quorum

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

Section III. Special Meetings

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

Section IV. Length of Meetings

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

Section V. Procedures

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

ARTICLE VI: AMENDMENTS

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

AGENDA NUMBER V.C. MEETING DATE July 14, 2022

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Jennifer Hatmaker, Executive Assistant / Risk Manager

SUBJECT: Approval of the Farragut Museum Committee Charter and By-Laws Amendment

INTRODUCTION: The Farragut Museum Committee allows eligible high school students to serve as Youth Representatives on the committee. Youth Representative positions allow high school students to engage with the committee, offer input on committee business, and provide the committee with a perspective that the committee would not otherwise have without the Youth Representative's involvement.

DISCUSSION: After reviewing the Youth Representative applications for the Farragut Museum Committee, the committee would like to amend the charter and by-laws to remove a specified number of Youth Representatives. This will provide more opportunities for eligible youths in the community to serve on each committee.

RECOMMENDATION BY: Jennifer Hatmaker, Executive Assistant / Risk Manager, for approval

PROPOSED MOTION: To approve the proposed amendment to the Farragut Museum Committee charter and by-laws.

BOARD ACTION:

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

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



Farragut Museum Committee Charter

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

The committee shall:

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

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

The committee will consist of eleven (11) voting members, appointed by the Farragut Board of Mayor and Aldermen, and shall abide by the by-laws approved by the Farragut Board of Mayor and Aldermen. Additionally, the committee may appoint ~~three (3)~~ non-voting youth members to serve as outlined in the adopted by-laws.

The voting members of the committee shall be appointed for a term of two (2) years. Voting members shall be limited to four (4) terms on this committee. Years of service served prior to July 1, 2019 shall not count in determining years of service.

The committee should hold meetings as needed during each fiscal year. The committee is requested to provide copies of their minutes to the Board. By the end of June each year, the committee is to provide the Farragut Board of Mayor and Aldermen with an annual report on the status of their goals and objectives. Voting members serve at the pleasure of the Board of Mayor and Aldermen and are expected to attend scheduled meetings. The term of any voting member shall expire on the third absence from the scheduled meetings during the fiscal year. Voting members may seek reappointment by the Board of Mayor and Aldermen.

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

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

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

Amended Date: August 13, 2020, July 8, 2021

Ron Williams, Mayor



Farragut Museum Committee (Advisory)
By-Laws – Updated ~~8/15~~07/2022

Article I: Purpose

1. Advise and assist the Town of Farragut Board of Mayor and Aldermen, staff and citizens in preserving the heritage of our East Tennessee community. The committee fosters an appreciation of history through the acquisition, collection, preservation, display and interpretation of objects of historic and cultural significance.
2. Recommend annual and long-range Town goals to promote appreciation and understanding of the history of the Farragut area to Town of Farragut citizens.
3. Plan special historical programs for all citizens, especially children, seniors and special-needs citizens.
4. Assist staff as requested in the planning and presentation of changing exhibits.
5. Promote the Museum through traveling exhibits and lectures.
6. Raise funds for the Museum through donations, memorials, honorariums and membership and acknowledge these through letters, special programs and publications.
7. Propose reasonable Town funding to initiate and/or maintain programs that will contribute to achieving the Town's cultural goals.
8. Assist in identifying grant opportunities and preparing grant proposals to help fund the Town's artistic and cultural programs and facilities.

Article II: Membership

1. The Farragut Museum Committee voting members will be appointed by the Farragut Board of Mayor and Aldermen (FBMA). The FBMA can remove any member of the committee at anytime during a term by majority vote. Additionally, the Committee may appoint ~~one~~ (1) non-voting youth members by majority vote of the Committee.
2. The Farragut Museum Committee shall have a maximum of 11 voting members. Terms of office shall be staggered in an approximate 50/50 balance to ensure continuity in membership.
3. Each voting member of the Farragut Museum Committee shall serve a two year term with each term beginning July 1 and ending June 30 (for attendance purposes). Members may reapply for additional two year terms at the completion of their current term. In the event the membership gets out of a 50/50 balance, the FBMA may appoint one or two year terms to re-balance the membership. The non-voting youth member's term may be for one calendar year or less depending

- on the youth member's availability. The non-voting youth member may be removed from the council at any time by majority vote of the Committee.
4. At least 2/3 of the membership of the Farragut Museum Committee shall be residents of Farragut.
 5. Ad-hoc committees may be appointed by the chair of the Farragut Museum Committee to serve for a short time for the purpose of a special event or project. Ad-hoc committees may be comprised of community members outside of the council's membership.

Article III: Officers

1. The Farragut Museum Committee shall elect, at its August meeting, from its voting membership, a chair, vice chair, secretary and gift shop manager. These positions shall be voted in by the majority of the Committee. With the exception of the gift shop manager, these positions shall serve for a term of one year and can be renewed for an additional year (two year term maximum). Following a second term, a period of one year must elapse before a person can serve another term in the same position. The gift shop manager shall not be subject to a term limit due to the expertise needed for this officer.
2. The chair shall preside at all meetings, prepare agendas, appoint ad-hoc committees, present yearly goals and objectives and year-end reports to the FBMA and ensure compliance with bylaws.
3. The vice chair will serve as a temporary chair in the absence of the chair. In the event of the chair's resignation, the vice chair shall serve as chair until the next committee appointments. The vice chair shall develop budgets and assist Town staff in presenting the committee's financial reports and will head special projects as assigned by the chair.
4. The gift shop manager shall oversee all aspects of the museum gift shop, including managing volunteers, working with Town staff to order appropriate items to sell, making decisions about items to sell and maintaining the gift shop finances.
5. The secretary shall prepare the minutes for all meetings and notify committee members of meeting changes.
6. The committee will appoint other special positions, such as gift shop assistant manager, as needed. These special positions will not serve as members of the committee and will be provided a job description as agreed upon by the majority of the committee.

Article IV: Meetings and Attendance

1. Regular meetings shall be held on the fourth Tuesday of each month at 1:30 p.m. at the Farragut Town Hall except during the months of July, November and December.
2. All regular meetings of the committee shall be open to the public.
3. A majority (one more than half) of the entire voting members of the committee shall constitute a quorum. A quorum shall be present before any business is transacted.

4. All actions of the committee shall be put before its members in the form of a motion, duly seconded and voted upon by members present for a quorum.
5. Voting shall be done by a show of hands. Members must be present at meetings to vote.
6. The committee shall keep a record of its meetings, recommendations, findings and determinations. These records shall be public and maintained in the files of the Town of Farragut.
7. Voting committee members serve at the pleasure of the FBMA. The term of any voting member shall expire on the third absence from committee meetings during the fiscal year. Voting members may seek reappointment by the FBMA.

Article V: Amendments

1. Bylaws of this committee may be amended by a majority vote of the committee and then by approval from the FBMA.

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl Smith, PE

SUBJECT: Rejection of Bids for Contract 2022-07, Advanced Traffic Management System Phase 1

INTRODUCTION: The purpose of this item is consideration of bids for the Advanced Traffic Management System Phase 1 project.

BACKGROUND: A critical success factor from the Town of Farragut's Strategic Plan is "Building and Maintaining the Town's Infrastructure and Assets" with a Priority Initiative for traffic mitigation. The Town has been awarded funding through the Tennessee Department of Transportation (TDOT) via the Congestion Mitigation Air Quality (CMAQ) Grant Program for design and installation of an Advanced Traffic Management System. The project consists of the construction, installation, testing, and integration of a fully functional interconnected traffic signal system. The project will include the entirety of the signalized intersections within the Town, which totals twenty-six (26) intersections. Communication to each traffic signal will be provided via an ethernet-based fiber optic communications system with a central software installed at Town Hall. Design is complete, utility make-ready work is underway, and the construction contract was bid with a bid opening on May 5, 2022.

DISCUSSION: The Town received three bids for the project as follows:

Davis H. Elliot Construction Company, Inc.	\$6,497,273.75
Southern Constructors, Inc.	\$5,897,181.00
Stansell Electric Company, Inc.	\$4,983,087.80

The project budget for construction based on an engineering estimate has been set at \$5,282,190.00. Unfortunately, the low bid from Stansell Electric Company, Inc has been deemed ineligible by TDOT due to lack of an acceptable Bid Guarantee being included with their bid submission. Therefore, the Town has the option to select the next lower bidder and directly pay the difference between the bid amount and budget (\$614,991) or reject all bids and re-bid the project. Staff recommends rejection of all bids for Contract 2022-07 and the project immediately be re-bid.

FINANCIAL SECTION:

Project: Advanced Traffic Management System, Phase 1

<u>Project Budget</u>	<u>Requested Amount</u>	<u>Expenditures to Date</u>	<u>Available Amount</u>
\$5,282,190.00	\$0	\$0	\$5,282,190.00

Approved

By: _____

RECOMMENDATION BY: Darryl Smith, PE, Town Engineer

PROPOSED MOTION: Approval of the rejection of all bids for Contract 2022-07, ATMS Phase 1.

BOARD ACTION:

MOTION BY:_____ SECONDED BY:_____

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

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl Smith, PE

SUBJECT: Approval of First Utility District Easements at McFee Park

INTRODUCTION: The purpose of this agenda item is to consider approval of utility easements required by First Utility District along the access road at McFee Park.

BACKGROUND: Development of McFee Park phase 3 required installation of water and sanitary sewer lines along the access road to provide service to new and future park amenities (see attached location maps). The water line extends from McFee Road around the western end of the loop to the water distribution point across from the western pavilion (near the splash pad). The sanitary sewer line extends from McFee Road to the western end of the loop and includes ties to the tennis area and the new pavilion. First Utility District requires the Town to contain these utility lines within easements. While this protects FUD's interests if they need to move the lines for further park expansion, this also protects the Town by the fact these lengthy utility lines will be maintained by First Utility District.

Staff has included legal descriptions and exhibits for the two easements (see attached).

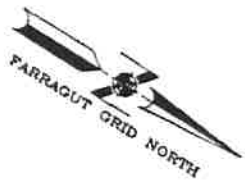
RECOMMENDATION BY: Darryl Smith, PE, Town Engineer

PROPOSED MOTION: Staff recommends approval of documents and granting of utility easements to First Utility District as presented.

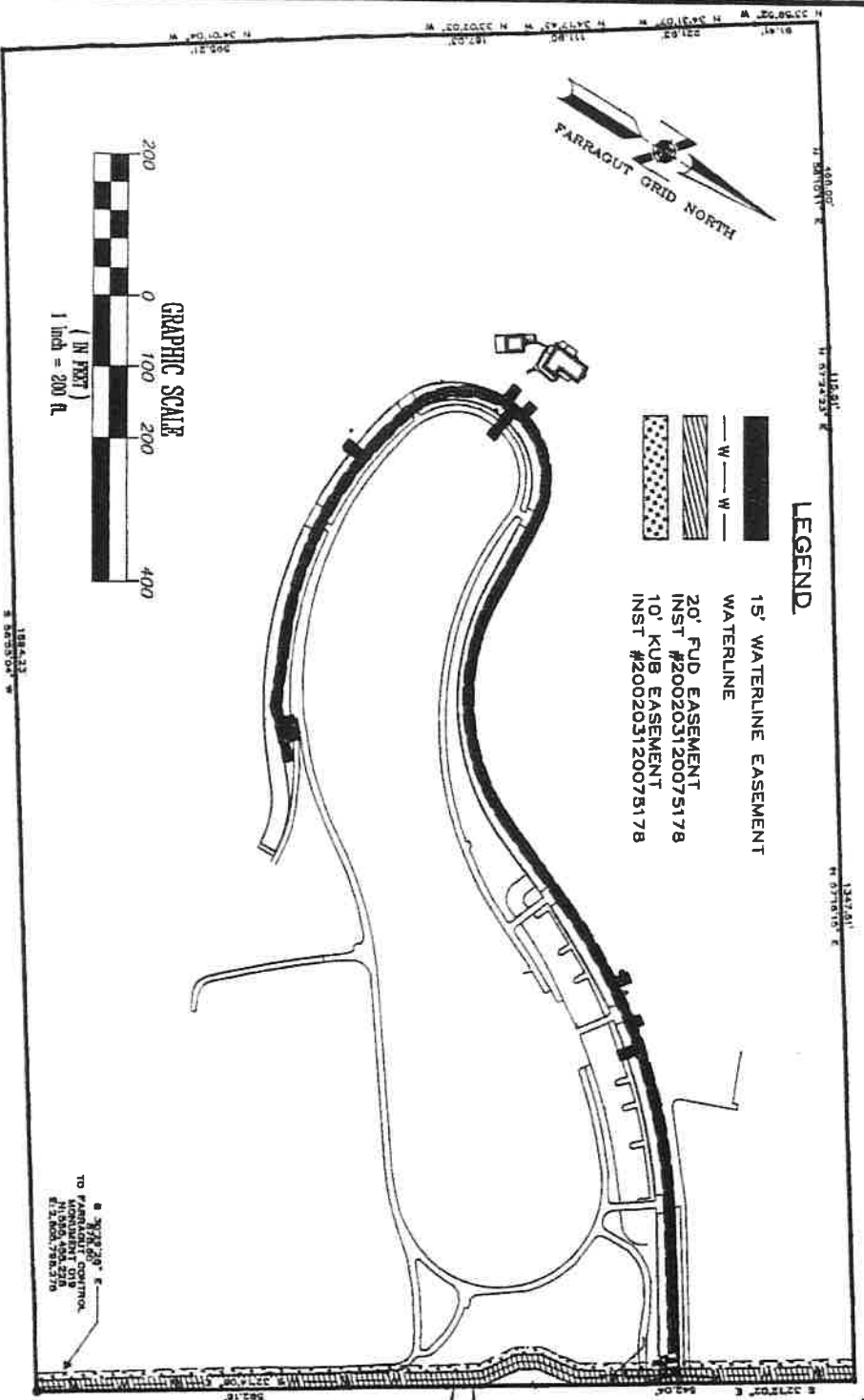
BOARD ACTION:

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

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



- LEGEND**
- 15' WATERLINE EASEMENT
 - WATERLINE
 - 20' FUD EASEMENT
INST #200203120075178
 - 10' KUB EASEMENT
INST #200203120075178



MCFEE ROAD
(2' RIGHT-OF-WAY)

SECTION 1
SECTION 2
SECTION 3



EASEMENT NOTES

1. THIS UTILITY EASEMENT WILL BE DEFINED BY THE FACILITIES FIRST INSTALLED AND DESCRIBED ON THIS DRAWING.
2. FUD HAS THE RIGHT TO INSTALL AND OPERATE ON THE EASEMENT TRACT UTILITY LINES AND RELATED EQUIPMENT AND FACILITIES FOR ALL OF THE UTILITY SERVICES THAT FUD PROVIDES.
3. SOME INFORMATION SHOWN WAS TAKEN FROM GIS AND IS APPROXIMATE ONLY.
4. THE SURVEY FOR THIS EASEMENT WAS PREPARED BY BENCHMARK ASSOCIATES, INC. THIS SURVEY IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820.03-7.

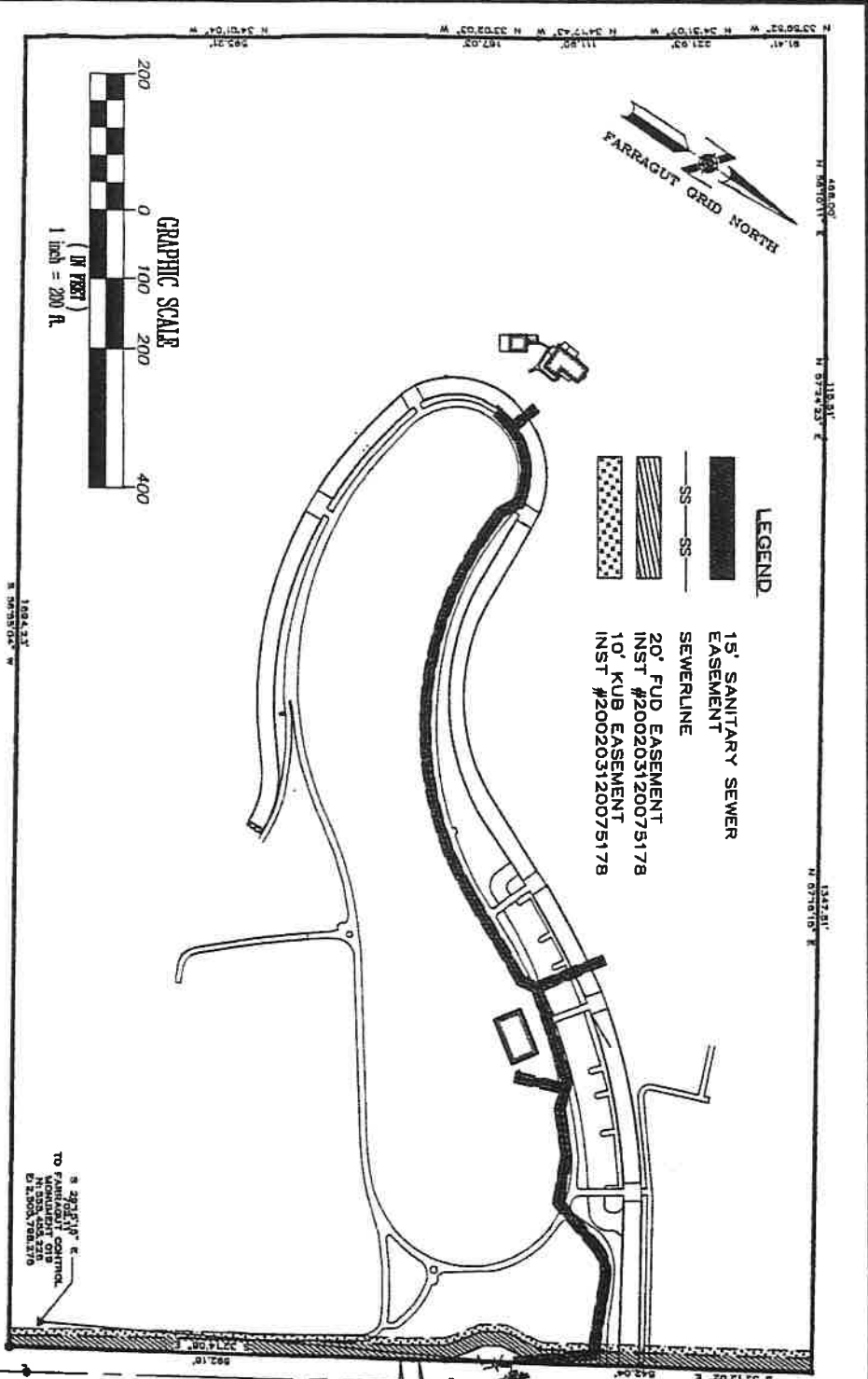
BM#: 21-173	County of: KNOX	District: 6	DB: 2170 PG. 998
07 FEB 2022	City/Ins/Grp: 162/NA/NA	Parcel No: 014.02	PLAT: 201208040014625
Scale 1"=200'	Town of: Farragut	City Block: N/A	
EXHIBIT "A"	INST: 200812310040732		

15' PERMANENT
WATERLINE
UTILITY &
ACCESS
EASEMENT

First
UTILITY DISTRICT
OF KNOX COUNTY



BENCHMARK ASSOCIATES, INC.
Land Planners Land Surveyors



MCREE ROAD
(20' RIGHT-OF-WAY)



EASEMENT NOTES

1. THIS UTILITY EASEMENT WILL BE DEFINED BY THE FACILITIES FIRST INSTALLED AND DESCRIBED ON THIS DRAWING.
2. WKUD HAS THE RIGHT TO INSTALL AND OPERATE ON THE EASEMENT TRACT UTILITY LINES AND RELATED EQUIPMENT AND FACILITIES FOR ALL OF THE UTILITY SERVICES THAT WKUD PROVIDES.
3. SOME INFORMATION SHOWN WAS TAKEN FROM GIS AND IS APPROXIMATE ONLY.
4. THE SURVEY FOR THIS EASEMENT WAS PREPARED BY BENCHMARK ASSOCIATES, INC. THIS SURVEY IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820.03-7.

BM#: 21-173	County of: KNOX	District: 6	DB: 2170 PG 998
07 FEB 2022	CLT/Ine/Grp: 162/NA/NA	Parcel No: 014.02	PLAT: 201208040014825
Scale 1"=200'	Town of: Farragut	City Block: N/A	
EXHIBIT "A"	INST: 201008250011869	15' PERMANENT SANITARY SEWER UTILITY & ACCESS EASEMENT	
	INST: 200812310040732		

First
UTILITY DISTRICT
OF KNOX COUNTY



BENCHMARK ASSOCIATES, INC.
Land Planners Land Surveyors

THIS INSTRUMENT PREPARED BY:
Croley, Davidson & Huie, PLLC
800 S. Gay Street, St. 1700
Knoxville, TN 37929
(File 221198/glo)

Knox County, Tennessee
Map 162, Parcel 014.02

McFee Park

UTILITY EASEMENT

THIS EASEMENT is made and entered into as of this _____ day of _____, 2022, by and between **TOWN OF FARRAGUT, a Tennessee municipality** (hereinafter the "Owner") and **THE FIRST UTILITY DISTRICT OF KNOX COUNTY, TENNESSEE**, (hereinafter "FUD").

FACTS: Owner acquired title to certain tracts of property described in Deed Book 2170, page 998, Instrument No. 200812310040732 and Instrument No. 201008250011869, all in the Knox County Register's Office, which includes the property depicted on drawings attached hereto as Exhibit "A" (5 sheets) and more particularly bounded and described on Exhibit "B" attached hereto (the "Easement Tract"). FUD desires to install utility facilities and lines on the Easement Tract. The Owner has agreed that FUD can have an easement across the Easement Tract for its utility facilities and utility lines owned by FUD. By executing this easement, Owner acknowledged that FUD has compensated the Owner an amount that the Owner agrees is a reasonable payment for the easement given to FUD under this Agreement. Based on all of the above, the Owner agrees as follows:

1. The Owner grants to FUD an access and permanent utility easement under and across the Easement Tract and agrees that FUD has the perpetual right to enter on the Easement Tract and to do those things that are necessary to place, construct, operate, repair, maintain, remove and replace on the Easement Tract one or more utility lines and related equipment and facilities, (all herein included in the term "utility line") that is owned by FUD. It is agreed that the EASEMENT TRACT shall include a TEMPORARY CONSTRUCTION EASEMENT as depicted and described on Exhibits "A" and "B" attached hereto. The Owner agrees that FUD shall have reasonable access across Owner's property to reach the Easement Tract as may be needed. The Easement Tract is further defined and limited to only that area in which the utility lines are actually installed, as depicted on Exhibits "A" and "B" attached hereto.
2. The Owner understands and agrees that:
 - a. FUD has agreed that it will restore the Easement Tract after it installs the utility line. Trees, shrubbery and other vegetation located in the Easement Tract may be removed by FUD during construction and FUD is not obligated to replace trees, shrubbery or other vegetation (other than grass) within the Easement Tract that is removed or disturbed.
 - b. FUD has the right to keep the Easement Tract free and clear of buildings, trees, and anything else that interferes with the installation, maintenance and use of the utility line on the Easement Tract.
 - c. Three (3) days before allowing any digging or other work on the Easement Tract by any persons or entities other than FUD, the Owners will notify the person(s) doing the work of the existence of this Agreement and will instruct the person(s) doing the work that they must contact FUD prior to working.
 - d. The Easement Tract will not be used for anything that will interfere with or endanger the use and operation of the utility line that is placed on the Easement Tract. No permanent structure will be erected on the Easement Tract.
 - e. The ground level of the Easement Tract will not be changed by Owners without FUD's written approval in advance. Approval shall not be unreasonably withheld by FUD.

3. The Owner will have the right to use and enjoy the Easement Tract for lawns, gardens, pastures, roads, parking lots, and any purpose that does not interfere with or endanger the use and operation of the utility line installed on the Easement Tract by FUD. The Owner is only granting FUD an easement over, under and across the Easement Tract. The Easement Tract will continue to be owned by the Owner.

4. Ownership of the property was determined by a review of warranty deeds, tax records, and a limited title opinion. No subordination of liens was obtained for this property. The Owner, by executing this Agreement, represents that it is the owner of the Easement Tract and has the exclusive right to receive the compensation paid by FUD and to grant the rights to FUD as set forth in this Agreement. The Owner agrees to defend and hold FUD harmless in the event of any legal or financial claim by any third party to such compensation or otherwise involving FUD's rights as set forth in this Agreement.

5. FUD, for itself and on behalf of its employees, agents, contractors, subcontractors, invitees and licensees, shall indemnify, defend and hold Owner harmless from any and all claims, damages, liens, liabilities, judgments and/or expenses arising in connection with the performance or non-performance by FUD of this Agreement and any matters related thereto, including court costs and reasonable attorney's fees, unless caused by the negligence or misconduct of Owner or any of its contractors, subcontractors, agents or employees.

6. This Agreement is intended to be binding on and to benefit FUD and its successors and assigns and the Owner and Owner's successors and assigns. In this Agreement, the singular shall include the plural, the plural the singular and the use of any gender is meant to refer to all genders.

IN WITNESS WHEREOF, the Owner has caused this instrument to be executed as of the day and year first written

TOWN OF FARRAGUT,
a Tennessee municipality

By: _____
Ron Williams
Its: Mayor

ACCEPTED BY:

FIRST UTILITY DISTRICT OF KNOX COUNTY, TENNESSEE

By: _____

Its: _____

STATE OF TENNESSEE)
)
COUNTY OF KNOX)

Before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, personally appeared RON WILLIAMS, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Mayor of **TOWN OF FARRAGUT**, the within named bargainor, a Tennessee municipality, and that he as such Mayor executed the foregoing instrument for the purposes therein contained, by signing the name of the utility district by himself as such Mayor.

Witness my hand and official seal at office this _____ day of _____, 2022.

My Commission Expires:

Notary Public

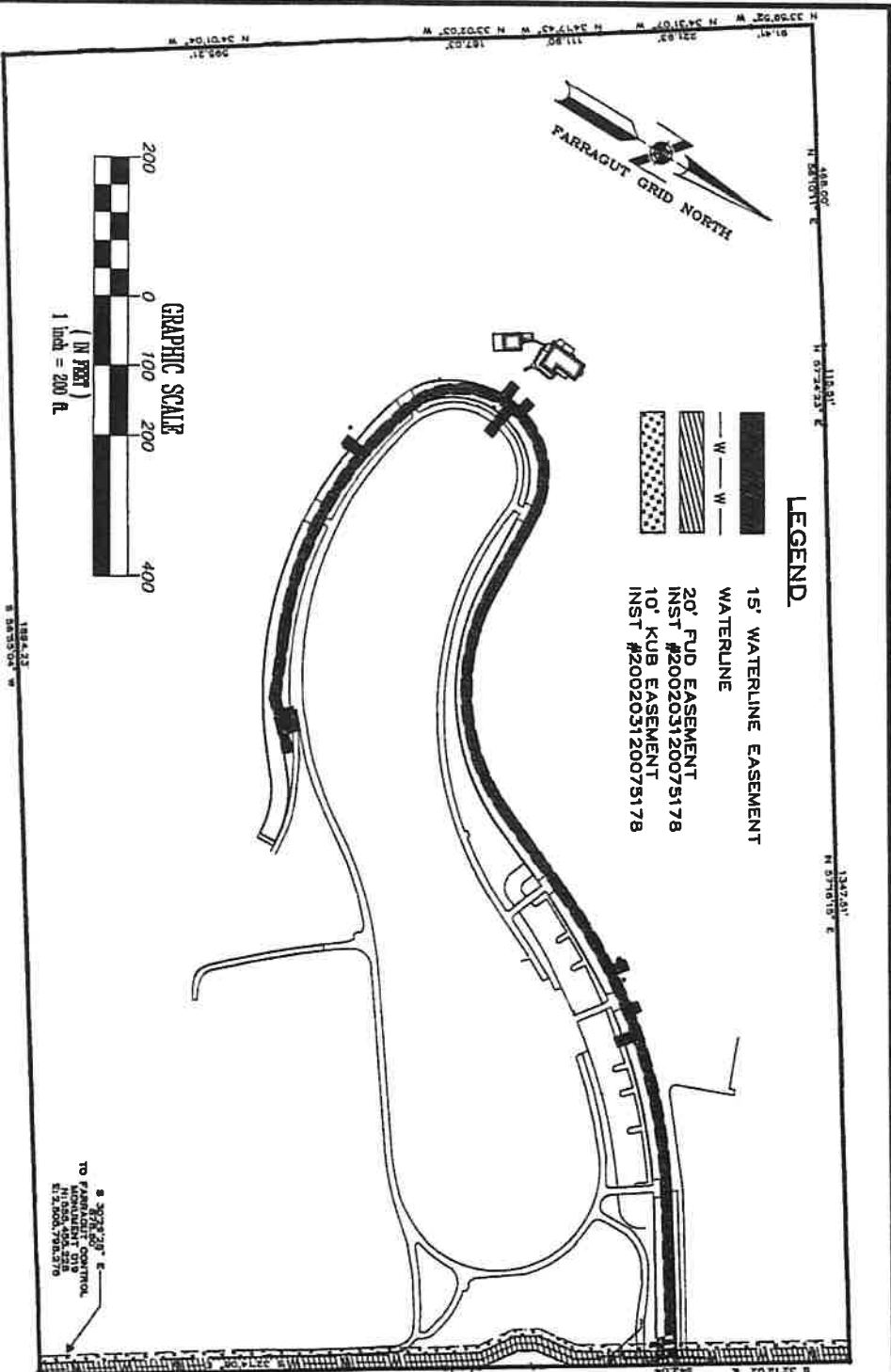
STATE OF TENNESSEE)
)
COUNTY OF KNOX)

Before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, personally appeared _____, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged him/herself to be the _____ of **FIRST UTILITY DISTRICT OF KNOX COUNTY, TENNESSEE**, the within named bargainor, a utility district, and that s(he) as such Officer executed the foregoing instrument for the purposes therein contained, by signing the name of the utility district by him/herself as such Officer.

Witness my hand and official seal at office this _____ day of _____, 2022.

My Commission Expires:

Notary Public



EASEMENT NOTES

1. THIS UTILITY EASEMENT WILL BE DEFINED BY THE FACILITIES FIRST INSTALLED AND DESCRIBED ON THIS DRAWING.
2. FUD HAS THE RIGHT TO INSTALL AND OPERATE ON THE EASEMENT TRACT UTILITY LINES AND RELATED EQUIPMENT AND FACILITIES FOR ALL OF THE UTILITY SERVICES THAT FUD PROVIDES.
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4. THE SURVEY FOR THIS EASEMENT WAS PREPARED BY BENCHMARK ASSOCIATES, INC. THIS SURVEY IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820.03-7.



BM# 21-173	County of: KNOX	District: 6	DB: 2170 PG 998 PLAT: 201209040014625
07 FEB 2022	CLT/Ins/Grp: 162/NA/NA	Parcel No: 014.02	15' PERMANENT WATERLINE UTILITY & ACCESS EASEMENT
Scale 1"=200'	Town of: Farragut	City Block: N/A	
EXHIBIT "A"	INST: 201008250011869 INST: 200812310040732		

First
UTILITY DISTRICT
OF KNOX COUNTY

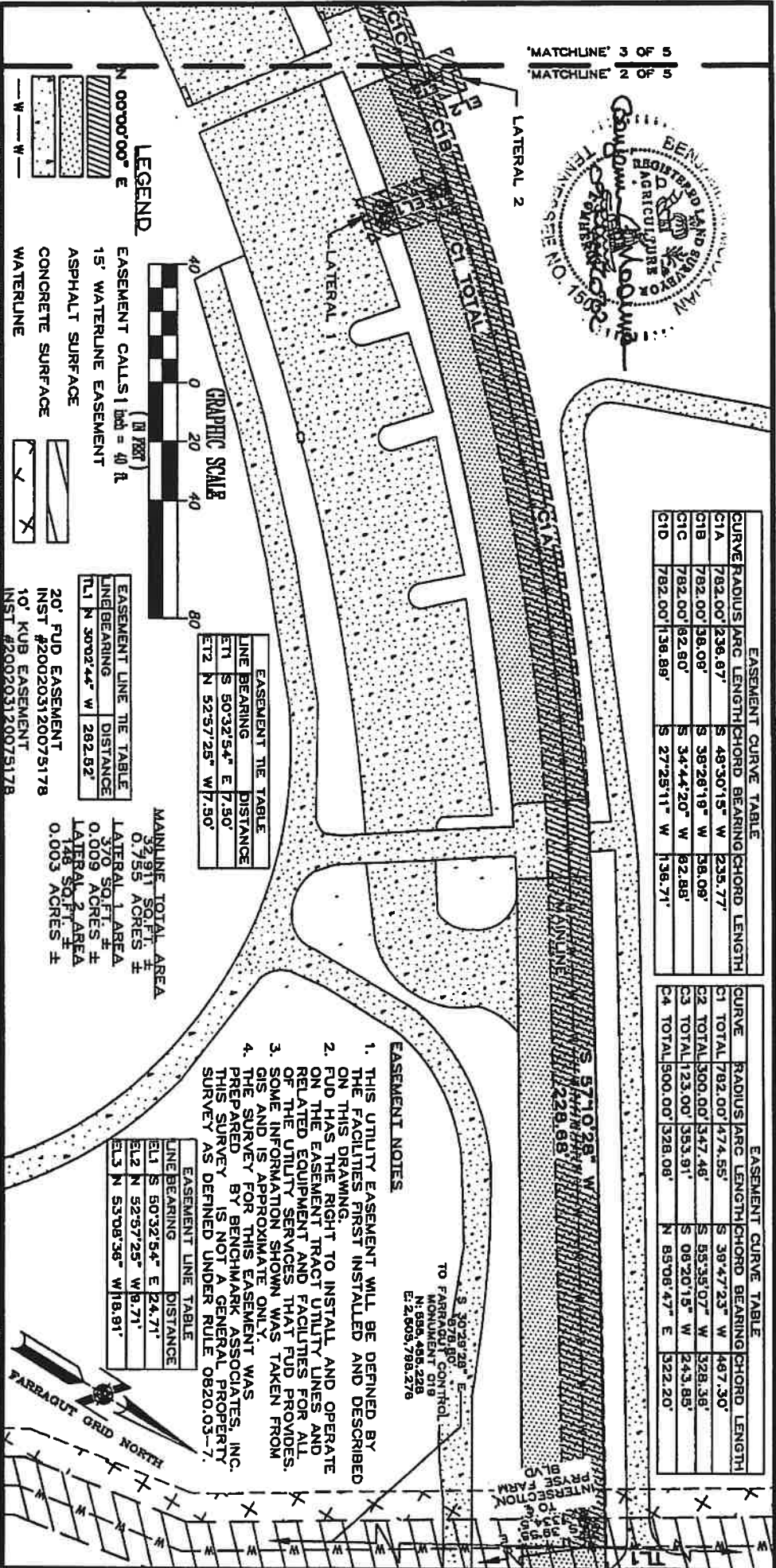


BENCHMARK ASSOCIATES, INC.
Land Planners Land Surveyors

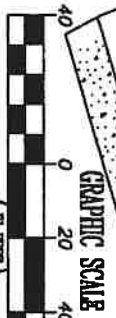
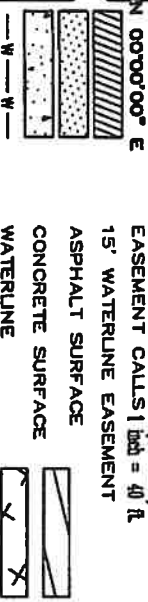


CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1A	782.00'	236.67'	S 48°30'15" W	235.77'
C1B	782.00'	36.08'	S 38°26'18" W	36.08'
C1C	782.00'	82.80'	S 34°44'20" W	82.88'
C1D	782.00'	136.89'	S 27°25'11" W	136.71'

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1 TOTAL	782.00'	474.55'	S 38°47'23" W	467.30'
C2 TOTAL	300.00'	347.48'	S 85°35'07" W	328.38'
C3 TOTAL	123.00'	353.91'	S 08°20'15" W	243.65'
C4 TOTAL	500.00'	328.08'	N 85°08'47" E	322.20'



LEGEND



EASEMENT LINE TIE TABLE	LINE BEARING	DISTANCE
ET1	S 50°32'54" E	7.50'
ET2	N 52°57'25" W	7.50'

EASEMENT LINE TIE TABLE	LINE BEARING	DISTANCE
TL1	N 30°02'44" W	282.82'

EASEMENT LINE TIE TABLE	LINE BEARING	DISTANCE
TL1	N 30°02'44" W	282.82'

MAINLINE TOTAL AREA
32,917 SQ. FT. ±
0.755 ACRES ±

LATERAL 1 AREA
370 SQ. FT. ±
0.009 ACRES ±
LATERAL 2 AREA
148 SQ. FT. ±
0.003 ACRES ±

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EASEMENT LINE TIE TABLE	LINE BEARING	DISTANCE
EL1	S 50°32'54" E	24.71'
EL2	N 52°57'25" W	8.71'
EL3	N 53°08'36" W	8.81'

TO FARRAGUT CONTROL
MONUMENT 208
E 2,603.788,276

BM#: 21-173	County of: KNOX	District: 6	DB: 2170 PG 898
07 FEB 2022	CLT/ins/Grp: 182/NA/NA	No: 014.02	PLAT: 201208040014625
Scale 1"=40'	Town of: Farragut	City Block: N/A	
EXHIBIT "A"	INST: 201008250011869	INST: 200812310040732	

15' PERMANENT
UTILITY &
ACCESS
EASEMENT

First
UTILITY DISTRICT
OF KNOX COUNTY

BENCHMARK ASSOCIATES, INC.
Land Planners Land Surveyors

EASEMENT NOTES

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LEGEND

- N 00°00'00" E
- EASEMENT CALLS
- 15' WATERLINE EASEMENT
- ASPHALT SURFACE
- CONCRETE SURFACE
- WATERLINE



CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	782.00'	474.55'	S 39°47'23" W	487.30'
C2	TOTAL 300.00'	347.46'	S 55°35'07" W	328.36'
C3	TOTAL 123.00'	353.91'	S 08°20'15" W	243.85'
C4	TOTAL 500.00'	328.06'	N 85°06'47" E	322.20'

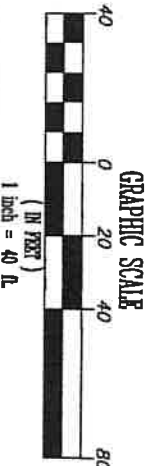
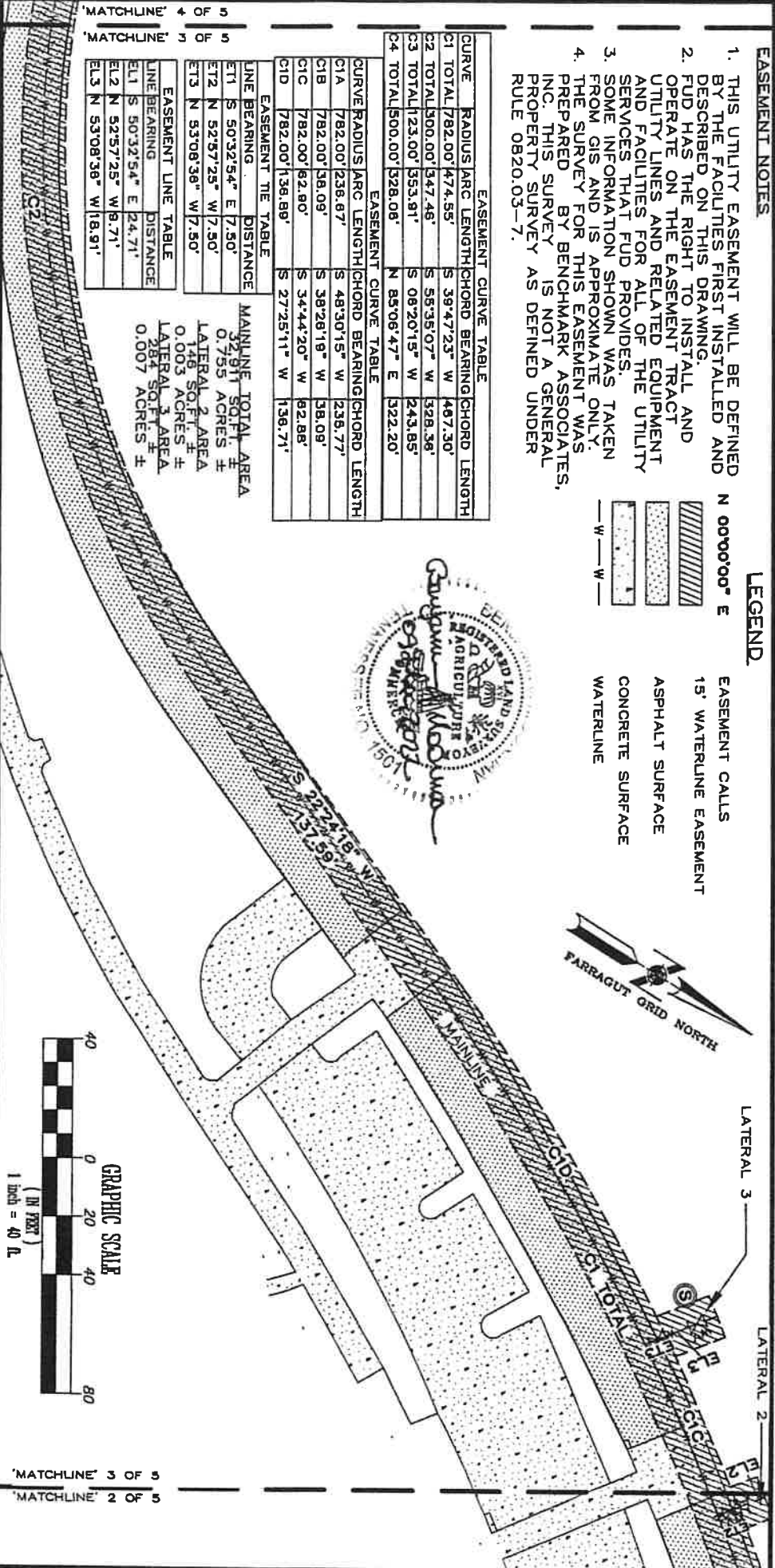
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
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C1B	782.00'	38.09'	S 38°28'19" W	38.09'
C1C	782.00'	82.80'	S 34°44'20" W	82.88'
C1D	782.00'	136.89'	S 27°25'11" W	136.71'

"MATCHLINE" 4 OF 5
"MATCHLINE" 3 OF 5

LINE BEARING	DISTANCE
ET1 S 50°32'54" E	7.50'
ET2 N 52°57'25" W	7.50'
ET3 N 53°08'36" W	7.50'

MAINLINE TOTAL AREA
32.91 ± ACRES ±
LATERAL 2 AREA
146 SQ.F.T. ±
0.003 ACRES ±
LATERAL 3 AREA
284 SQ.F.T. ±
0.007 ACRES ±

LINE BEARING	DISTANCE
EL1 S 50°32'54" E	24.71'
EL2 N 52°57'25" W	8.71'
EL3 N 53°08'36" W	18.91'



"MATCHLINE" 3 OF 5
"MATCHLINE" 2 OF 5

BM# 21-173
07 FEB 2022
Scale 1"=40'
EXHIBIT "A"

County of: KNOX
District: 6
DB: 2170 PG. 998
PLAT: 201208040014625

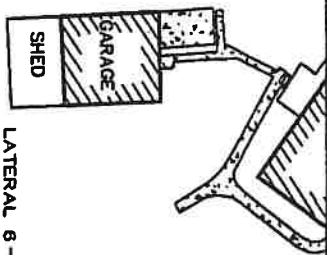
City/Ins/Grp: 162/NA/NA
Town of: Farragut
City Block: N/A
INST: 201008250011869
INST: 200812310040732

15' PERMANENT
WATERLINE
ACCESS
EASEMENT

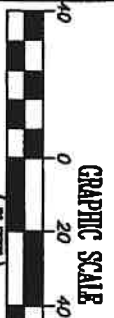
First
UTILITY DISTRICT
OF KNOX COUNTY



BENCHMARK ASSOCIATES, INC.
Land Planners Land Surveyors

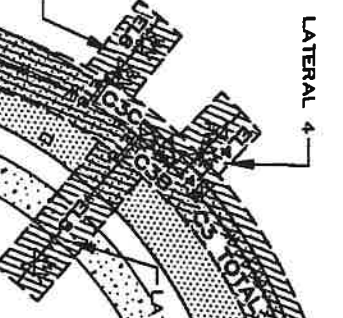


MAINLINE TOTAL AREA
32,917 SQ. FT. ±
0.755 ACRES ±
LATERAL 4 AREA
242 SQ. FT. ±
0.006 ACRES ±
LATERAL 5 AREA
866 SQ. FT. ±
0.015 ACRES ±
LATERAL 6 AREA
330 SQ. FT. ±
0.008 ACRES ±



LEGEND

- N 00°00'00" E EASEMENT CALLS
- 15' WATERLINE EASEMENT
- ASPHALT SURFACE
- CONCRETE SURFACE
- WATERLINE



EASEMENT LINE TABLE			
LINE BEARING	DISTANCE		
EL4 N 78°25'48" W	16.08'		
EL5 S 81°08'11" E	44.51'		
EL6 N 82°13'13" W	21.91'		

EASEMENT NOTES

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2. FUD HAS THE RIGHT TO INSTALL AND OPERATE ON THE EASEMENT TRACT UTILITY LINES AND RELATED EQUIPMENT AND FACILITIES FOR ALL OF THE UTILITY SERVICES THAT FUD PROVIDES.
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4. THE SURVEY FOR THIS EASEMENT WAS PREPARED BY BENCHMARK ASSOCIATES, INC. THIS SURVEY IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820.03-7.

EASEMENT TABLE	
LINE BEARING	DISTANCE
EL4 N 78°25'48" W	7.50'
EL5 S 81°08'11" E	7.51'
EL6 N 82°13'13" W	7.59'

EASEMENT CURVE TABLE	
CURVE	RADIUS/ARC LENGTH/CHORD BEARING/CHORD LENGTH
C3A	123.00' 162.08' S 51°00'51" W 150.81'
C3B	123.00' 15.15' S 09°44'08" W 15.14'
C3C	123.00' 15.87' S 02°33'24" W 15.66'
C3D	123.00' 181.00' S 38°39'32" E 149.75'

EASEMENT CURVE TABLE	
CURVE	RADIUS/ARC LENGTH/CHORD BEARING/CHORD LENGTH
C1 TOTAL	782.00' 474.65' S 39°47'23" W 467.30'
C2 TOTAL	300.00' 347.48' S 53°35'07" W 328.38'
C3 TOTAL	123.00' 353.91' S 06°20'15" W 243.85'
C4 TOTAL	800.00' 328.08' N 85°08'47" E 322.20'

BM#: 21-173
07 FEB 2022
Scale 1"=40'
EXHIBIT "A"

County of: DISTRICT: 6
KNOX
City/Inn/Grp: Parcel
162/NA/NA No: 014.02
Town of: City Block:
Farragut N/A
INST: 201008250011869
INST: 200812310040732

DB: 2170 PG 988
PLAT: 201208040014825

15' PERMANENT
WATERLINE
UTILITY &
ACCESS
EASEMENT

First
UTILITY DISTRICT
OF KNOX COUNTY



BENCHMARK ASSOCIATES, INC.
Land Planners Land Surveyors



EASEMENT CURVE TABLE			
CURVE	RADIUS	ARC LENGTH	BEARING CHORD LENGTH
C3A	123.00'	182.08'	S 51°00'51" W 150.61'
C3B	123.00'	15.15'	S 08°44'08" W 15.14'
C3C	123.00'	15.67'	S 02°33'24" W 15.66'
C3D	123.00'	161.00'	S 38°35'32" E 149.75'
C4A	500.00'	44.62'	S 78°38'48" E 44.60'
C4B	500.00'	283.44'	N 82°33'24" E 279.68'

EASEMENT CURVE TABLE			
CURVE	RADIUS	ARC LENGTH	BEARING CHORD LENGTH
C1 TOTAL	782.00'	474.55'	S 39°47'23" W 467.30'
C2 TOTAL	300.00'	347.46'	S 55°35'07" W 326.36'
C3 TOTAL	123.00'	353.91'	S 08°20'15" W 243.65'
C4 TOTAL	500.00'	326.06'	N 85°08'47" E 322.20'

EASEMENT TABLE		
LINE	BEARING	DISTANCE
EL7	S 08°57'45" W	77.50'
EL8	N 21°37'39" E	119.33'

MATCHLINE 4 OF 5
MATCHLINE 5 OF 5

LEGEND

- N 00°00'00" E
- EASEMENT CALLS
- 15' WATERLINE EASEMENT
- ASPHALT SURFACE
- CONCRETE SURFACE
- WATERLINE



MAINLINE TOTAL AREA
32,911 SQ. FT. ±
0.755 ACRES ±
LATERAL 7 AREA
3,919 SQ. FT. ±
0.089 ACRES ±
EASEMENT AREA
519 SQ. FT. ±
0.012 ACRES ±

LATERAL 7

EASEMENT NOTES

1. THIS UTILITY EASEMENT WILL BE DEFINED BY THE FACILITIES FIRST INSTALLED AND DESCRIBED ON THIS DRAWING.
2. FUD HAS THE RIGHT TO INSTALL AND OPERATE ON THE EASEMENT TRACT UTILITY LINES AND RELATED EQUIPMENT AND FACILITIES FOR ALL OF THE UTILITY SERVICES THAT FUD PROVIDES.
3. SOME INFORMATION SHOWN WAS TAKEN FROM GIS AND IS APPROXIMATE ONLY. THE SURVEY FOR THIS EASEMENT WAS PREPARED BY BENCHMARK ASSOCIATES, INC. THIS SURVEY IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820.03-7.

EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
EL7	S 08°57'45" W	26.05'
EL8	N 45°32'54" W	15.00'
EL9	N 44°27'06" E	34.57'
EL10	S 45°32'54" E	15.00'
EL11	S 44°27'06" W	34.57'



BM# 21-173	County of: KNOX	District: 6	DB: 2170 PG 998
07 FEB 2022	CLT/Ins/Grp: 162/NA/NA	Parcel No: 014.02	PLAT: 201208040014825
Scale 1"=40'	Town of: Farragut	City Block: N/A	
EXHIBIT "A"	INST: 201008250011869	INST: 200812310040732	

15' PERMANENT UTILITY & ACCESS EASEMENT

First
UTILITY DISTRICT
OF KNOX COUNTY

BENCHMARK ASSOCIATES, INC.

Land Planners Land Surveyors



Member:
Tennessee Association
of Professional Surveyors

BENCHMARK ASSOCIATES, INC.

10308 Hardin Valley Road
Knoxville, TN 37932

Land Surveyors  Land Planners

Phone (865) 692-4090
Facsimile (865) 692-4091

Exhibit "B"

Town of Farragut
917 McFee Road
Farragut, Tennessee 37934
CLT Map 162, Parcel 014.02

15' Wide Permanent Utility & Access Easement – "Mainline"

Situated within the Sixth Civil District of Knox County, Tennessee, being within the corporate limits of the Town of Farragut, Tennessee and being a 15' Wide Permanent Utility and Access Easement crossing Town of Farragut property, which is of record in Warranty Book 2170, Page 998, Instrument Number 201008250011869, and Instrument Number 200812310040732 and being of record in plat form as Final Plat of McFee Park, which is of record as Instrument Number 201209040014625, all of the Register's Office for Knox County, Tennessee and being 15 feet wide, 7.5 feet each side of the centerline described as follows:

BEGINNING at a point on the most westerly margin of McFee Road, said point lying North 39 degrees 55 minutes West, a distance of 334.5 feet, more or less, from the centerline intersection of said McFee Road and Pryse Farm Boulevard and lying North 30 degrees 29 minutes 28 seconds West, a distance of 878.80 feet from Farragut Control Monument 019, which maintains Tennessee State Plane Coordinates of N-555,455.228, E-2,505,798.276; thence leaving said most westerly margin of Mcfee Road and severing the aforementioned Town of Farragut property with the centerline of the herein described easement the following ten (10) calls:

South 57 degrees 10 minutes 28 seconds West, a distance of 228.68 feet to a point; thence continuing and with a curve to the left having a radius of 782.00 feet, an arc length of 474.55 feet, a chord bearing of South 39 degrees 47 minutes 23 seconds West, and a chord distance of 467.30 feet to a point; thence continuing South 22 degrees 24 minutes 18 seconds West, a distance of 137.59 feet to a point; thence continuing and with a curve to the right having a radius of 300.00 feet, an arc length of 347.46 feet, a chord bearing of South 55 degrees 35 minutes 07 seconds West, and a chord distance of 328.36 feet to a point; thence continuing South 88 degrees 45 minutes 56 seconds West, a distance of 112.04 feet to a point; thence continuing and with a curve to the left having a radius of 123.00 feet, an arc length of 353.91 feet, a chord bearing of South 06 degrees 20 minutes 15 seconds West, and a chord distance of 243.85 feet to a point; thence continuing South 76 degrees 05 minutes 26 seconds East, a distance of 39.30 feet to a point; thence continuing and with a curve to the left having a radius of 500.00 feet, an arc length of 328.06 feet, a chord bearing of North 85 degrees 06 minutes 47 seconds East, a chord distance of 322.20 feet to a point; thence continuing North 66 degrees 19 minutes 01 seconds East, a distance of 93.79 feet to a point; thence continuing North 44 degrees 27 minutes 06 seconds East, a distance of 78.75 feet to a point,

said point being the **TERMINUS** of the herein described easement, containing 32,911 square feet, more or less, as shown on Exhibit "A".

Lateral 1

COMMENCING at a point on the most westerly margin of McFee Road, said point lying North 39 degrees 55 minutes West, a distance of 334.5 feet, more or less, from the centerline intersection of said McFee Road and Pryse Farm Boulevard and lying North 30 degrees 29 minutes 28 seconds West, a distance of 878.80 feet from Farragut Control Monument 019, which maintains Tennessee State Plane Coordinates of N-555,455.228, E-2,505,798.276; thence leaving said most westerly margin of Mcfee Road and severing the aforementioned Town of Farragut property with the centerline of the above described 15' Wide Permanent Utility & Access Easement – "Mainline" the following three (3) calls:

South 57 degrees 10 minutes 28 seconds West, a distance of 228.68 feet to a point; thence continuing and with a curve to the left having a radius of 782.00 feet, an arc length of 236.67 feet, a chord bearing of South 48 degrees 30 minutes 15 seconds West, and a chord distance of 235.77 feet to a point; thence continuing South 50 degrees 32 minutes 54 seconds East, a distance of 7.50 feet to a point,

said point being the **POINT-OF-BEGINNING** of the herein described easement; thence continuing to sever the aforementioned Town of Farragut property with the centerline of the herein described easement South 50 degrees 32 minutes 54 seconds East, a distance of 24.71 feet to a point, said point being the **TERMINUS** of the herein described easement, containing 370 square feet, more or less, as shown on Exhibit "A".

Lateral 2

COMMENCING at a point on the most westerly margin of McFee Road, said point lying North 39 degrees 55 minutes West, a distance of 334.5 feet, more or less, from the centerline intersection of said McFee Road and Pryse Farm Boulevard and lying North 30 degrees 29 minutes 28 seconds West, a distance of 878.80 feet from Farragut Control Monument 019, which maintains Tennessee State Plane Coordinates of N-555,455.228, E-2,505,798.276; thence leaving said most westerly margin of Mcfee Road and severing the aforementioned Town of Farragut property with the centerline of the above described 15' Wide Permanent Utility & Access Easement – "Mainline" the following four (4) calls:

South 57 degrees 10 minutes 28 seconds West, a distance of 228.68 feet to a point; thence continuing and with a curve to the left having a radius of 782.00 feet, an arc length of 236.67 feet, a chord bearing of South 48 degrees 30 minutes 15 seconds West, and a chord distance of 235.77 feet to a point; thence continuing and with a curve to the left having a radius of 782.00 feet, an arc length of 38.09 feet, a chord bearing of South 38 degrees 26 minutes 19 seconds West, and a chord distance of 38.09 feet to a point; thence continuing North 52 degrees 57 minutes 25 seconds West, a distance of 7.50 feet to a point,

said point being the **POINT-OF-BEGINNING** of the herein described easement; thence continuing to sever the aforementioned Town of Farragut property with the centerline of the herein described easement North 52 degrees 57 minutes 25 seconds East, a distance of 9.71 feet to a point, said point being the **TERMINUS** of the herein described easement, containing 146 square feet, more or less, as shown on Exhibit "A".

Lateral 3

COMMENCING at a point on the most westerly margin of McFee Road, said point lying North 39 degrees 55 minutes West, a distance of 334.5 feet, more or less, from the centerline intersection of said McFee Road and Pryse Farm Boulevard and lying North 30 degrees 29 minutes 28 seconds West, a distance of 878.80 feet from Farragut Control Monument 019, which maintains Tennessee State Plane Coordinates of N-555,455.228, E-2,505,798.276; thence leaving said most westerly margin of Mcfee Road and severing the aforementioned Town of Farragut property with the centerline of the above described 15' Wide Permanent Utility & Access Easement – "Mainline" the following five (5) calls:

South 57 degrees 10 minutes 28 seconds West, a distance of 228.68 feet to a point; thence continuing and with a curve to the left having a radius of 782.00 feet, an arc

length of 236.67 feet, a chord bearing of South 48 degrees 30 minutes 15 seconds West, and a chord distance of 235.77 feet to a point; thence continuing and with a curve to the left having a radius of 782.00 feet, an arc length of 38.09 feet, a chord bearing of South 38 degrees 26 minutes 19 seconds West, and a chord distance of 38.09 feet to a point; thence continuing and with a curve to the left having a radius of 782.00 feet, an arc length of 62.90 feet, a chord bearing of South 34 degrees 44 minutes 20 seconds West, and a chord distance of 62.88 feet to a point; thence continuing North 53 degrees 08 minutes 36 seconds West, a distance of 7.50 feet to a point,

said point being the **POINT-OF-BEGINNING** of the herein described easement; thence continuing to sever the aforementioned Town of Farragut property with the centerline of the herein described easement North 53 degrees 08 minutes 36 seconds West, a distance of 18.91 feet to a point, said point being the **TERMINUS** of the herein described easement, containing 284 square feet, more or less, as shown on Exhibit "A".

Lateral 4

COMMENCING at a point on the most westerly margin of McFee Road, said point lying North 39 degrees 55 minutes West, a distance of 334.5 feet, more or less, from the centerline intersection of said McFee Road and Pryse Farm Boulevard and lying North 30 degrees 29 minutes 28 seconds West, a distance of 878.80 feet from Farragut Control Monument 019, which maintains Tennessee State Plane Coordinates of N-555,455.228, E-2,505,798.276; thence leaving said most westerly margin of Mcfee Road and severing the aforementioned Town of Farragut property with the centerline of the of the above described 15' Wide Permanent Utility & Access Easement – "Mainline" the following seven (7) calls:

South 57 degrees 10 minutes 28 seconds West, a distance of 228.68 feet to a point; thence continuing and with a curve to the left having a radius of 782.00 feet, an arc length of 474.55 feet, a chord bearing of South 39 degrees 47 minutes 23 seconds West, and a chord distance of 467.30 feet to a point; thence continuing South 22 degrees 24 minutes 18 seconds West, a distance of 137.59 feet to a point; thence continuing and with a curve to the right having a radius of 300.00 feet, an arc length of 347.46 feet, a chord bearing of South 55 degrees 35 minutes 07 seconds West, and a chord distance of 328.36 feet to a point; thence continuing South 88 degrees 45 minutes 56 seconds West, a distance of 112.04 feet to a point; thence continuing and with a curve to the left having a radius of 123.00 feet, an arc length of 162.08, a chord bearing of South 51 degrees 00 minutes 51 seconds West, and a chord distance of 150.61 feet to a point; thence continuing North 76 degrees 25 minutes 48 seconds West, a distance of 7.50 feet to a point,

said point being the **POINT-OF-BEGINNING** of the herein described easement; thence continuing to sever the aforementioned Town of Farragut property with the centerline of the herein described easement North 76 degrees 25 minutes 48 seconds West, a distance of 16.08 feet to a point, said point being the **TERMINUS** of the herein described easement, containing 242 square feet, more or less, as shown on Exhibit "A".

Lateral 5

COMMENCING at a point on the most westerly margin of McFee Road, said point lying North 39 degrees 55 minutes West, a distance of 334.5 feet, more or less, from the centerline intersection of said McFee Road and Pryse Farm Boulevard and lying North 30 degrees 29 minutes 28 seconds West, a distance of 878.80 feet from Farragut Control Monument 019, which maintains Tennessee State Plane Coordinates of N-555,455.228, E-2,505,798.276; thence leaving said most westerly margin of Mcfee Road and severing the aforementioned Town of Farragut property with the centerline of the above described 15' Wide Permanent Utility & Access Easement – "Mainline" the following eight (8) calls:

South 57 degrees 10 minutes 28 seconds West, a distance of 228.68 feet to a point; thence continuing and with a curve to the left having a radius of 782.00 feet, an arc length of 474.55 feet, a chord bearing of South 39 degrees 47 minutes 23 seconds

West, and a chord distance of 467.30 feet to a point; thence continuing South 22 degrees 24 minutes 18 seconds West, a distance of 137.59 feet to a point; thence continuing and with a curve to the right having a radius of 300.00 feet, an arc length of 347.46 feet, a chord bearing of South 55 degrees 35 minutes 07 seconds West, and a chord distance of 328.36 feet to a point; thence continuing South 88 degrees 45 minutes 56 seconds West, a distance of 112.04 feet to a point; thence continuing and with a curve to the left having a radius of 123.00 feet, an arc length of 162.08, a chord bearing of South 51 degrees 00 minutes 51 seconds West, and a chord distance of 150.61 feet to a point; thence continuing and with a curve to the left having a radius of 123.00 feet, an arc length of 15.15 feet, a chord bearing of South 09 degrees 44 minutes 06 seconds West, and a chord distance of 15.14 feet to a point; thence continuing South 81 degrees 06 minutes 11 seconds East, a distance of 7.51 feet to a point,

said point being the **POINT-OF-BEGINNING** of the herein described easement; thence continuing to sever the aforementioned Town of Farragut property with the centerline of the herein described easement South 81 degrees 06 minutes 11 seconds East, a distance of 44.51 feet to a point, said point being the **TERMINUS** of the herein described easement, containing 666 square feet, more or less, as shown on Exhibit "A".

Lateral 6

COMMENCING at a point on the most westerly margin of McFee Road, said point lying North 39 degrees 55 minutes West, a distance of 334.5 feet, more or less, from the centerline intersection of said McFee Road and Pryse Farm Boulevard and lying North 30 degrees 29 minutes 28 seconds West, a distance of 878.80 feet from Farragut Control Monument 019, which maintains Tennessee State Plane Coordinates of N-555,455.228, E-2,505,798.276; thence leaving said most westerly margin of Mcfee Road and severing the aforementioned Town of Farragut property with the centerline of the above described 15' Wide Permanent Utility & Access Easement the following nine (9) calls:

South 57 degrees 10 minutes 28 seconds West, a distance of 228.68 feet to a point; thence continuing and with a curve to the left having a radius of 782.00 feet, an arc length of 474.55 feet, a chord bearing of South 39 degrees 47 minutes 23 seconds West, and a chord distance of 467.30 feet to a point; thence continuing South 22 degrees 24 minutes 18 seconds West, a distance of 137.59 feet to a point; thence continuing and with a curve to the right having a radius of 300.00 feet, an arc length of 347.46 feet, a chord bearing of South 55 degrees 35 minutes 07 seconds West, and a chord distance of 328.36 feet to a point; thence continuing South 88 degrees 45 minutes 56 seconds West, a distance of 112.04 feet to a point; thence continuing and with a curve to the left having a radius of 123.00 feet, an arc length of 162.08, a chord bearing of South 51 degrees 00 minutes 51 seconds West, and a chord distance of 150.61 feet to a point; thence continuing and with a curve to the left having a radius of 123.00 feet, an arc length of 15.15 feet, a chord bearing of South 09 degrees 44 minutes 06 seconds West, and a chord distance of 15.14 feet to a point; thence continuing and with a curve to the left having a radius of 123.00, an arc length of 15.67 feet, a chord bearing of South 02 degrees 33 minutes 24 seconds West, and a chord distance of 15.66 feet to a point; thence continuing North 82 degrees 13 minutes 13 seconds West, a distance of 7.59 feet to a point,

said point being the **POINT-OF-BEGINNING** of the herein described easement; thence continuing to sever the aforementioned Town of Farragut property with the centerline of the herein described easement North 82 degrees 13 minutes 13 seconds West, a distance of 21.91 feet to a point, said point being the **TERMINUS** of the herein described easement, containing 330 square feet, more or less, as shown on Exhibit "A".

Lateral 7

COMMENCING at a point on the most westerly margin of McFee Road, said point lying North 39 degrees 55 minutes West, a distance of 334.5 feet, more or less, from the centerline intersection of said McFee Road and Pryse Farm Boulevard and lying North 30 degrees 29 minutes 28 seconds West, a distance of 878.80 feet from Farragut Control Monument 019, which maintains Tennessee State Plane Coordinates of N-555,455.228, E-2,505,798.276; thence leaving said most westerly margin of Mcfee Road and severing the aforementioned Town of Farragut property with the centerline of the above described 15' Wide Permanent Utility & Access Easement the following nine (9) calls:

South 57 degrees 10 minutes 28 seconds West, a distance of 228.68 feet to a point; thence continuing and with a curve to the left having a radius of 782.00 feet, an arc length of 474.55 feet, a chord bearing of South 39 degrees 47 minutes 23 seconds West, and a chord distance of 467.30 feet to a point; thence continuing South 22 degrees 24 minutes 18 seconds West, a distance of 137.59 feet to a point; thence continuing and with a curve to the right having a radius of 300.00 feet, an arc length of 347.46 feet, a chord bearing of South 55 degrees 35 minutes 07 seconds West, and a chord distance of 328.36 feet to a point; thence continuing South 88 degrees 45 minutes 56 seconds West, a distance of 112.04 feet to a point; thence continuing and with a curve to the left having a radius of 123.00 feet, an arc length of 353.91, a chord bearing of South 06 degrees 20 minutes 15 seconds West, and a chord distance of 243.85 feet to a point; thence continuing South 76 degrees 05 minutes 26 seconds East, a distance of 39.30 feet to a point; thence continuing and with a curve to the left having a radius of 500.00 feet; an arc length of 44.62 feet; a chord bearing of South 78 degrees 38 minutes 49 seconds East, and a chord distance of 44.60 feet to a point; thence continuing South 08 57 minutes 45 seconds West, a distance of 7.50 feet to a point,

said point being the **POINT-OF-BEGINNING** of the herein described easement; thence continuing to sever the aforementioned Town of Farragut property with the centerline of the herein described easement South 08 degrees 57 minutes 45 seconds West, a distance of 26.05 feet to a point, said point being the **TERMINUS** of the herein described easement, containing 391 square feet, more or less, as shown on Exhibit "A".

Easement Area 8

COMMENCING at a point on the most westerly margin of McFee Road, said point lying North 39 degrees 55 minutes West, a distance of 334.5 feet, more or less, from the centerline intersection of said McFee Road and Pryse Farm Boulevard and lying North 30 degrees 29 minutes 28 seconds West, a distance of 878.80 feet from Farragut Control Monument 019, which maintains Tennessee State Plane Coordinates of N-555,455.228, E-2,505,798.276; thence leaving said most westerly margin of Mcfee Road and severing the aforementioned Town of Farragut property with the centerline of the above described 15' Wide Permanent Utility & Access Easement the following ten (10) calls:

South 57 degrees 10 minutes 28 seconds West, a distance of 228.68 feet to a point; thence continuing and with a curve to the left having a radius of 782.00 feet, an arc length of 474.55 feet, a chord bearing of South 39 degrees 47 minutes 23 seconds West, and a chord distance of 467.30 feet to a point; thence continuing South 22 degrees 24 minutes 18 seconds West, a distance of 137.59 feet to a point; thence continuing and with a curve to the right having a radius of 300.00 feet, an arc length of 347.46 feet, a chord bearing of South 55 degrees 35 minutes 07 seconds West, and a chord distance of 328.36 feet to a point; thence continuing South 88 degrees 45 minutes 56 seconds West, a distance of 112.04 feet to a point; thence continuing and with a curve to the left having a radius of 123.00 feet, an arc length of 353.91 feet, a chord bearing of South 06 degrees 20 minutes 15 seconds West, and a chord distance of 243.85 feet to a point; thence continuing South 76 degrees 05 minutes 26 seconds East, a distance of 39.30 feet to a point; thence continuing and

with a curve to the left having a radius of 500.00 feet, an arc length of 328.06 feet, a chord bearing of North 85 degrees 06 minutes 47 seconds East, a chord distance of 322.20 feet to a point; thence continuing North 66 degrees 19 minutes 01 seconds East, a distance of 93.79 feet to a point; thence continuing North 21 degrees 37 minutes 35 seconds East, a distance of 19.33 feet to a point,

said point being the **POINT-OF-BEGINNING** of the herein described easement; thence continuing to sever the aforementioned Town of Farragut property with the margins of the herein described easement the following four (4) calls:

North 45 degrees 32 minutes 54 seconds West, a distance of 15.00 feet to a point; thence continuing North 44 degrees 27 minutes 06 seconds East, a distance of 34.57 feet to a point; thence continuing South 45 degrees 32 minutes 54 seconds East, a distance of 15.00 feet to a point; thence continuing South 44 degrees 27 Minutes 06 seconds West, a distance of 34.57 feet to a point,

said point being the **TERMINUS** of the herein described easement, containing 519 square feet, more or less, as shown on Exhibit "A".

This description was prepared by Benchmark Associates, Inc., 10308 Hardin Valley Road, Knoxville, Tennessee 37932.

AFFIDAVIT OF COSTS

DATE: _____, 20__

Development Name _____

I / We hereby certify that design and construction costs for installing water and/or wastewater lines for the above listed development are the amounts listed below, and all costs to perform the work are paid in full.

Water line(s) and appurtenances	\$ _____
Wastewater line(s) and appurtenances	\$ _____
Pump Station(s) and appurtenances	\$ _____
Total Project	\$ _____

By executing this document, I / we are transferring ownership and title of all water and/or wastewater lines and/or pump station(s) and easements in which they are located to First Utility District of Knox County, TN (FUD). I / We certify that all easements are free and clear of any encumbrance and that all water / wastewater lines have been installed in accordance with current FUD requirements.

By: _____

Title: _____

Date: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public: _____

My Commission expires: _____

Do not write below; for FUD Office use only.

I hereby attest that, to the best of my knowledge, the costs presented here represent a reasonable cost for the listed project.

Project Administrator: _____

Date: _____, 20__

THIS INSTRUMENT PREPARED BY:
Croley, Davidson & Huie, PLLC
800 S. Gay Street, St. 1700
Knoxville, TN 37929
(File 221198/glo)

Knox County, Tennessee
Map 162, Parcels 014.02

McFee Park

UTILITY EASEMENT

THIS EASEMENT is made and entered into as of this _____ day of _____, 2022, by and between **TOWN OF FARRAGUT, a Tennessee municipality** (hereinafter the "Owner") and **THE FIRST UTILITY DISTRICT OF KNOX COUNTY, TENNESSEE**, (hereinafter "FUD").

FACTS: Owner acquired title to certain tracts of property described in Deed Book 2170, page 998, Instrument No. 200812310040732 and Instrument No. 201008250011869, all in the Knox County Register's Office, which includes the property depicted on drawings attached hereto as Exhibit "A" (4 sheets) and more particularly bounded and described on Exhibit "B" attached hereto (the "Easement Tract"). FUD desires to install utility facilities and lines on the Easement Tract. The Owner has agreed that FUD can have an easement across the Easement Tract for its utility facilities and utility lines owned by FUD. By executing this easement, Owner acknowledged that FUD has compensated the Owner an amount that the Owner agrees is a reasonable payment for the easement given to FUD under this Agreement. Based on all of the above, the Owner agrees as follows:

1. The Owner grants to FUD an access and permanent utility easement under and across the Easement Tract and agrees that FUD has the perpetual right to enter on the Easement Tract and to do those things that are necessary to place, construct, operate, repair, maintain, remove and replace on the Easement Tract one or more utility lines and related equipment and facilities, (all herein included in the term "utility line") that is owned by FUD. It is agreed that the EASEMENT TRACT shall include a TEMPORARY CONSTRUCTION EASEMENT as depicted and described on Exhibits "A" and "B" attached hereto. The Owner agrees that FUD shall have reasonable access across Owner's property to reach the Easement Tract as may be needed. The Easement Tract is further defined and limited to only that area in which the utility lines are actually installed, as depicted on Exhibits "A" and "B" attached hereto.

2. The Owner understands and agrees that:

- a. FUD has agreed that it will restore the Easement Tract after it installs the utility line. Trees, shrubbery and other vegetation located in the Easement Tract may be removed by FUD during construction and FUD is not obligated to replace trees, shrubbery or other vegetation (other than grass) within the Easement Tract that is removed or disturbed.
- b. FUD has the right to keep the Easement Tract free and clear of buildings, trees, and anything else that interferes with the installation, maintenance and use of the utility line on the Easement Tract.
- c. Three (3) days before allowing any digging or other work on the Easement Tract by any persons or entities other than FUD, the Owners will notify the person(s) doing the work of the existence of this Agreement and will instruct the person(s) doing the work that they must contact FUD prior to working.
- d. The Easement Tract will not be used for anything that will interfere with or endanger the use and operation of the utility line that is placed on the Easement Tract. No permanent structure will be erected on the Easement Tract.
- e. The ground level of the Easement Tract will not be changed by Owners without FUD's written approval in advance. Approval shall not be unreasonably withheld by FUD.

3. The Owner will have the right to use and enjoy the Easement Tract for lawns, gardens, pastures, roads, parking lots, and any purpose that does not interfere with or endanger the use and operation of the utility line installed on the Easement Tract by FUD. The Owner is only granting FUD an easement over, under and across the Easement Tract. The Easement Tract will continue to be owned by the Owner.

4. Ownership of the property was determined by a review of warranty deeds, tax records, and a limited title opinion. No subordination of liens was obtained for this property. The Owner, by executing this Agreement, represents that it is the owner of the Easement Tract and has the exclusive right to receive the compensation paid by FUD and to grant the rights to FUD as set forth in this Agreement. The Owner agrees to defend and hold FUD harmless in the event of any legal or financial claim by any third party to such compensation or otherwise involving FUD's rights as set forth in this Agreement.

5. FUD, for itself and on behalf of its employees, agents, contractors, subcontractors, invitees and licensees, shall indemnify, defend and hold Owner harmless from any and all claims, damages, liens, liabilities, judgments and/or expenses arising in connection with the performance or non-performance by FUD of this Agreement and any matters related thereto, including court costs and reasonable attorney's fees, unless caused by the negligence or misconduct of Owner or any of its contractors, subcontractors, agents or employees.

6. This Agreement is intended to be binding on and to benefit FUD and its successors and assigns and the Owner and Owner's successors and assigns. In this Agreement, the singular shall include the plural, the plural the singular and the use of any gender is meant to refer to all genders.

IN WITNESS WHEREOF, the Owner has caused this instrument to be executed as of the day and year first written

TOWN OF FARRAGUT,
a Tennessee municipality

By: _____
Ron Williams
Its: Mayor

ACCEPTED BY:

FIRST UTILITY DISTRICT OF KNOX COUNTY, TENNESSEE

By: _____

Its: _____

STATE OF TENNESSEE)
)
COUNTY OF KNOX)

Before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, personally appeared RON WILLIAMS, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Mayor of **TOWN OF FARRAGUT**, the within named bargainor, a Tennessee municipality, and that he as such Mayor executed the foregoing instrument for the purposes therein contained, by signing the name of the utility district by himself as such Mayor.

Witness my hand and official seal at office this _____ day of _____, 2022.

My Commission Expires:

Notary Public

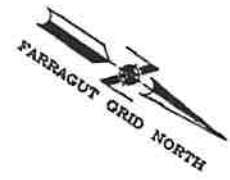
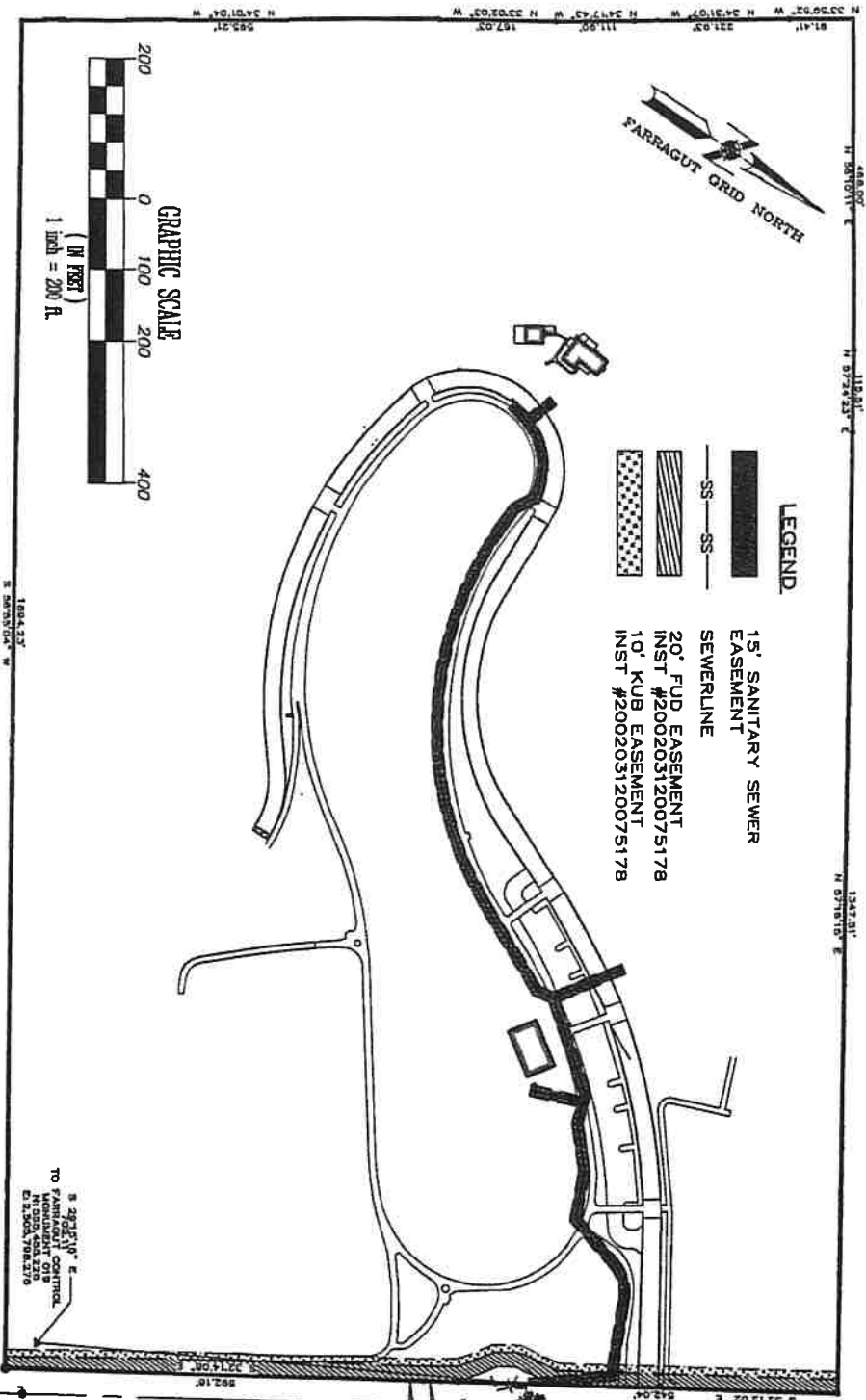
STATE OF TENNESSEE)
)
COUNTY OF KNOX)

Before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, personally appeared _____, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged him/herself to be the _____ of **FIRST UTILITY DISTRICT OF KNOX COUNTY, TENNESSEE**, the within named bargainor, a utility district, and that s(he) as such Officer executed the foregoing instrument for the purposes therein contained, by signing the name of the utility district by him/herself as such Officer.

Witness my hand and official seal at office this _____ day of _____, 2022.

My Commission Expires:

Notary Public



LEGEND

- 15' SANITARY SEWER EASEMENT
- 20' FLUID EASEMENT INST #200203120075178
- 10' KUB EASEMENT INST #200203120075178
- 15' PERMANENT UTILITY & ACCESS EASEMENT

GRAPHIC SCALE
(IN FEET)
1 inch = 200 ft

EASEMENT NOTES

1. THIS UTILITY EASEMENT WILL BE DEFINED BY THE FACILITIES FIRST INSTALLED AND DESCRIBED ON THIS DRAWING.
2. WKUD HAS THE RIGHT TO INSTALL AND OPERATE ON THE EASEMENT TRACT UTILITY LINES AND RELATED EQUIPMENT AND FACILITIES FOR ALL OF THE UTILITY SERVICES THAT WKUD PROVIDES.
3. SOME INFORMATION SHOWN WAS TAKEN FROM GIS AND IS APPROXIMATE ONLY.
4. THE SURVEY FOR THIS EASEMENT WAS PREPARED BY BENCHMARK ASSOCIATES, INC. THIS SURVEY IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820.03-7.



BM# 21-173	County of: KNOX	District: 6	DB: 2170 PG 988 PLAT: 201208040014825
07 FEB 2022	CLT/Ins/Grp: 162/NA/NA	Parcel No: 014.02	
Scale 1"=200'	Town of: Farragut	City Block: N/A	
EXHIBIT "A"	INST: 201008250011869		
	INST: 200812310040732		

First
UTILITY DISTRICT
OF KNOX COUNTY



BENCHMARK ASSOCIATES, INC.
Land Planners Land Surveyors

EASEMENT NOTES

1. THIS UTILITY EASEMENT WILL BE DEFINED BY THE FACILITIES FIRST INSTALLED AND DESCRIBED ON THIS DRAWING.
2. FUD HAS THE RIGHT TO INSTALL AND OPERATE ON THE EASEMENT TRACT UTILITY LINES AND RELATED EQUIPMENT AND FACILITIES FOR ALL OF THE UTILITY SERVICES THAT FUD PROVIDES.
3. SOME INFORMATION SHOWN WAS TAKEN FROM GIS AND IS APPROXIMATE ONLY.
4. THE SURVEY FOR THIS EASEMENT WAS PREPARED BY BENCHMARK ASSOCIATES, INC. THIS SURVEY IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820.03-7.

LEGEND

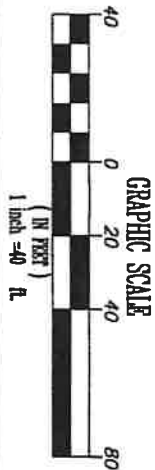
- N 0°0'0" E
- EASEMENT CALLS
 - 15' SANITARY SEWER EASEMENT
 - ASPHALT SURFACE
 - CONCRETE SURFACE
 - SEWERLINE



EASEMENT TIE TABLE	
LINE BEARING	DISTANCE
ET1 S 21°23'13" E	7.52'
ET2 N 55°47'32" W	7.51'
ET3 N 72°01'20" W	7.50'

EASEMENT LATERAL TABLE	
LINE BEARING	DISTANCE
EL1 S 21°23'13" E	89.88'
EL2 N 55°47'32" W	100.89'
EL3 N 72°01'20" W	59.18'

EASEMENT CURVE TABLE			
CURVE	RADIUS	ARC LENGTH	CHORD BEARING
C1	80.00'	53.16'	S 40°23'02" W
C2	480.00'	567.86'	S 59°20'35" W
C3 TOTAL		115.88'	S 43°04'37" W



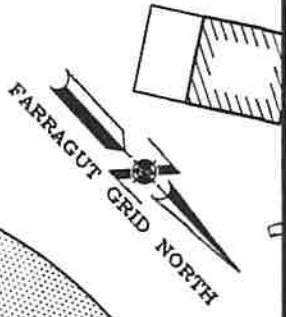
MAINLINE TOTAL AREA
24.145 SQ. FT. ±
0.554 ACRES ±
LATERAL LINE 2
1.526 SQ. FT. ±
0.035 ACRES ±

BM#: 21-173	County of: KNOX	District: 6	DB: 2170 PG 998
07 FEB 2022	CLT/Ins/Grp: 162/NA/NA	No: 014.02	PLAT: 201208040014823
Scale 1"=40'	Town of: Farragut	City Block: N/A	
EXHIBIT "A"	INST: 201008250011869	15' PERMANENT SANITARY SEWER UTILITY & EASEMENT	
	INST: 200812310040732		

First
UTILITY DISTRICT
OF KNOX COUNTY



BENCHMARK ASSOCIATES, INC.
Land Planners Land Surveyors



- LEGEND**
- N 0°0'0" E EASEMENT CALLS
 - 15' SANITARY SEWER EASEMENT
 - ASPHALT SURFACE
 - CONCRETE SURFACE
 - SS — SS — SEWERLINE

MAINLINE AREA
24,145 SQ. FT. ±
0.554 ACRES ±
LATERAL LINE 3
589 SQ. FT. ±
0.014 ACRES ±



EASEMENT CURVE TABLE			
CURVE	RADIUS	ARC LENGTH	CHORD BEARING
C3A	100.00'	101.75'	S 47°07'33" W 87.41'
C3B	100.00'	14.13'	S 13°55'45" W 14.12'

EASEMENT LINE TABLE	
LINE BEARING	DISTANCE
ET1 S 21°23'13" E	7.52'
ET2 N 55°47'32" W	7.51'
ET3 N 72°01'20" W	7.50'

EASEMENT LINE TABLE	
LINE BEARING	DISTANCE
2 N 86°45'55" W	23.84'
3 N 80°21'35" W	33.81'
4 S 76°18'25" W	11.06'
5 S 08°52'49" W	17.96'

EASEMENT CURVE TABLE			
CURVE	RADIUS	ARC LENGTH	CHORD BEARING
C1	60.00'	53.16'	S 40°23'02" W 51.44'
C2	480.00'	567.86'	S 59°20'35" W 535.32'
C3 TOTAL	100.00'	115.88'	S 43°04'37" W 109.50'

EASEMENT LATERAL TABLE	
LINE BEARING	DISTANCE
EL1 S 21°23'13" E	89.88'
EL2 N 55°47'32" W	100.98'
EL3 N 72°01'20" W	39.18'

- EASEMENT NOTES**
1. THIS UTILITY EASEMENT WILL BE DEFINED BY THE FACILITIES FIRST INSTALLED AND DESCRIBED ON THIS DRAWING.
 2. FUD HAS THE RIGHT TO INSTALL AND OPERATE ON THE EASEMENT TRACT UTILITY LINES AND RELATED EQUIPMENT AND FACILITIES FOR ALL OF THE UTILITY SERVICES THAT FUD PROVIDES.
 3. SOME INFORMATION SHOWN WAS TAKEN FROM GIS AND IS APPROXIMATE ONLY.
 4. THE SURVEY FOR THIS EASEMENT WAS PREPARED BY BENCHMARK ASSOCIATES, INC. THIS SURVEY IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820.03-7.

BM#: 21-173 County of: KNOX District: 6 DB: 2170 PG 998
07 FEB 2022 CLT/Ins/Grp: No: 014.02 PLAT: 201208040014825
Scale 1"=40' Town of: Farragut City Block: N/A
EXHIBIT "A" INST: 201008250011869 15' PERMANENT SANITARY SEWER UTILITY & ACCESS EASEMENT

First
UTILITY DISTRICT
OF KNOX COUNTY

BENCHMARK ASSOCIATES, INC.
Land Planners Land Surveyors



BENCHMARK ASSOCIATES, INC.

10308 Hardin Valley Road
Knoxville, TN 37932

Member:
Tennessee Association
of Professional Surveyors

Land Surveyors  Land Planners

Phone (865) 692-4090
Facsimile (865) 692-4091

Exhibit "B"
Town of Farragut
917 McFee Road
Farragut, Tennessee 37934
CLT Map 162, Parcel 014.02

15' Wide Permanent Utility & Access Easement – "Mainline"

Situated within the Sixth Civil District of Knox County, Tennessee, being within the corporate limits of the Town of Farragut, Tennessee and being a 15' Wide Permanent Utility and Access Easement crossing Town of Farragut property, which is of record in Warranty Book 2170, Page 998, Instrument Number 201008250011869, and Instrument Number 200812310040732 and being of record in plat form as Final Plat of McFee Park, which is of record as Instrument Number 201209040014625, all of the Register's Office for Knox County, Tennessee and being 15 feet wide, 7.5 feet each side of the centerline described as follows:

BEGINNING at a point on the most westerly margin of McFee Road, said point lying North 45 degrees 00 minutes West, a distance of 158.1 feet, more or less, from the centerline intersection of said McFee Road and Pryse Farm Boulevard and lying North 29 degrees 15 minutes 16 seconds West, a distance of 702.11 feet from Farragut Control Monument 019, which maintains Tennessee State Plane Coordinates of N-555,455.228, E-2,505,798.276; thence leaving said most westerly margin of Mcfee Road and severing the aforementioned Town of Farragut property with the centerline of the herein described easement the following fifteen (15) calls:

North 39 degrees 30 minutes 54 seconds West, a distance of 118.28 feet to a point; thence continuing South 65 degrees 45 minutes 56 seconds West, a distance of 107.92 feet to a point; thence continuing and with a curve to the left having a radius of 60.00 feet, an arc length of 53.16 feet, a chord bearing of South 40 degrees 23 minutes 02 seconds West, and a chord distance of 51.44 feet to a point; thence continuing South 15 degrees 00 minutes 09 seconds West, a distance of 83.59 feet to a point; thence continuing South 66 degrees 44 minutes 43 seconds West, a distance of 69.03 feet to a point; thence continuing South 47 degrees 32 minutes 26 seconds West, a distance of 66.77 feet to a point; thence continuing South 72 degrees 38 minutes 39 seconds West, a distance of 42.20 feet to a point; thence continuing South 37 degrees 38 minutes 32 seconds West, a distance of 142.82 feet to a point; thence continuing South 10 degrees 54 minutes 06 seconds East, a distance of 26.38 feet to a point; thence continuing South 25 degrees 27 minutes 04 seconds West, a distance of 143.72 feet to a point; thence continuing and with a curve to the right having a radius of 480.00 feet, an arc length of 567.86 feet, a chord bearing of South 59 degrees 20 minutes 35 seconds West, and a chord distance of 535.32 feet to a point; thence continuing North 86 degrees 45 minutes 55 seconds West, a distance of 23.84 feet to a point; thence continuing North 60 degrees 21 minutes 35 seconds West, a distance of 33.81 feet to a point; thence continuing South 76 degrees 16 minutes 25 seconds West, a distance of 11.06 feet to a point; thence continuing and with a curve to the left having a radius of 100.00 feet, an arc length of 115.88 feet, a chord bearing of South 43 degrees 04 minutes 37 seconds West, and a chord distance of 109.50 feet to a point; thence continuing South 09 degrees 52 minutes 49 seconds West, a distance of 17.96 feet to a point,

said point being the **TERMINUS** of the herein described easement, containing 24,145 square feet, more or less, as shown on Exhibit "A".

Lateral 1

COMMENCING at a point on the most westerly margin of McFee Road, said point lying North 45 degrees 00 minutes West, a distance of 158.1 feet, more or less, from the centerline intersection of said McFee Road and Pryse Farm Boulevard and lying North 29 degrees 15 minutes 16 seconds West, a distance of 702.11 feet from Farragut Control Monument 019, which maintains Tennessee State Plane Coordinates of N-555,455.228, E-2,505,798.276; thence leaving said most westerly margin of Mcfee Road and severing the aforementioned Town of Farragut property with the centerline of the above described 15' Wide Permanent Utility & Access Easement the following eight (8) calls:

North 39 degrees 30 minutes 54 seconds West, a distance of 118.28 feet to a point; thence continuing South 65 degrees 45 minutes 56 seconds West, a distance of 107.92 feet to a point; thence continuing and with a curve to the left having a radius of 60.00 feet, an arc length of 53.16 feet, a chord bearing of South 40 degrees 23 minutes 02 seconds West, and a chord distance of 51.44 feet to a point; thence continuing South 15 degrees 00 minutes 09 seconds West, a distance of 83.59 feet to a point; thence continuing South 66 degrees 44 minutes 43 seconds West, a distance of 69.03 feet to a point; thence continuing South 47 degrees 32 minutes 26 seconds West, a distance of 66.77 feet to a point; thence continuing South 72 degrees 38 minutes 39 seconds West, a distance of 30.76 feet to a point; thence continuing South 21 degrees 23 minutes 13 seconds East, a distance of 7.52 feet to a point,

said point being the **POINT-OF-BEGINNING** of the herein described easement; thence continuing to sever the aforementioned Town of Farragut property with the centerline of the herein described easement South 21 degrees 23 minutes 13 seconds East, a distance of 69.88 feet to a point, said point being the **TERMINUS** of the herein described easement, containing 1,048 square feet, more or less, as shown on Exhibit "A".

Lateral 2

COMMENCING at a point on the most westerly margin of McFee Road, said point lying North 45 degrees 00 minutes West, a distance of 158.1 feet, more or less, from the centerline intersection of said McFee Road and Pryse Farm Boulevard and lying North 29 degrees 15 minutes 16 seconds West, a distance of 702.11 feet from Farragut Control Monument 019, which maintains Tennessee State Plane Coordinates of N-555,455.228, E-2,505,798.276; thence leaving said most westerly margin of Mcfee Road and severing the aforementioned Town of Farragut property with the centerline of the above described 15' Wide Permanent Utility & Access Easement the following nine (9) calls:

North 39 degrees 30 minutes 54 seconds West, a distance of 118.28 feet to a point; thence continuing South 65 degrees 45 minutes 56 seconds West, a distance of 107.92 feet to a point; thence continuing and with a curve to the left having a radius of 60.00 feet, an arc length of 53.16 feet, a chord bearing of South 40 degrees 23 minutes 02 seconds West, and a chord distance of 51.44 feet to a point; thence continuing South 15 degrees 00 minutes 09 seconds West, a distance of 83.59 feet to a point; thence continuing South 66 degrees 44 minutes 43 seconds West, a distance of 69.03 feet to a point; thence continuing South 47 degrees 32 minutes 26 seconds West, a distance of 66.77 feet to a point; thence continuing South 72 degrees 38 minutes 39 seconds West, a distance of 42.20 feet to a point; thence continuing South 37 degrees 38 minutes 32 seconds West, a distance of 142.82 feet to a point; thence continuing North 55 degrees 47 minutes 32 seconds West, a distance of 7.51 feet to a point,

said point be the **POINT-OF-BEGINNING** of the herein described easement; thence continuing to sever the aforementioned Town of Farragut property with the centerline of the herein described easement North 55 degrees 47 minutes 32 seconds West, a distance of 100.99 feet to a point, said point being the **TERMINUS** of the herein described easement, containing 1,526 square feet, more or less, as shown on Exhibit "A".

Lateral 3

COMMENCING at a point on the most westerly margin of McFee Road, said point lying North 45 degrees 00 minutes West, a distance of 158.1 feet, more or less, from the centerline intersection of said McFee Road and Pryse Farm Boulevard and lying North 29 degrees 15 minutes 16 seconds West, a distance of 702.11 feet from Farragut Control Monument 019, which maintains Tennessee State Plane Coordinates of N-555,455.228, E-2,505,798.276; thence leaving said most westerly margin of Mcfee Road and severing the aforementioned Town of Farragut property with the centerline of the above described 15' Wide Permanent Utility & Access Easement the following sixteen (16) calls:

North 39 degrees 30 minutes 54 seconds West, a distance of 118.28 feet to a point; thence continuing South 65 degrees 45 minutes 56 seconds West, a distance of 107.92 feet to a point; thence continuing and with a curve to the left having a radius of 60.00 feet, an arc length of 53.16 feet, a chord bearing of South 40 degrees 23 minutes 02 seconds West, and a chord distance of 51.44 feet to a point; thence continuing South 15 degrees 00 minutes 09 seconds West, a distance of 83.59 feet to a point; thence continuing South 66 degrees 44 minutes 43 seconds West, a distance of 69.03 feet to a point; thence continuing South 47 degrees 32 minutes 26 seconds West, a distance of 66.77 feet to a point; thence continuing South 72 degrees 38 minutes 39 seconds West, a distance of 42.20 feet to a point; thence continuing South 37 degrees 38 minutes 32 seconds West, a distance of 142.82 feet to a point; thence continuing South 10 degrees 54 minutes 06 seconds East, a distance of 26.38 feet to a point; thence continuing South 25 degrees 27 minutes 04 seconds West, a distance of 143.72 feet to a point; thence continuing and with a curve to the right having a radius of 480.00 feet, an arc length of 567.86 feet, a chord bearing of South 59 degrees 20 minutes 35 seconds West, and a chord distance of 535.32 feet to a point; thence continuing North 86 degrees 45 minutes 55 seconds West, a distance of 23.84 feet to a point; thence continuing North 60 degrees 21 minutes 35 seconds West, a distance of 33.81 feet to a point; thence continuing South 76 degrees 16 minutes 25 seconds West, a distance of 11.06 feet to a point; thence continuing and with a curve to the left having a radius of 100.00 feet, an arc length of 101.75 feet, a chord bearing of South 47 degrees 07 minutes 33 seconds West, and a chord distance of 97.41 feet to a point; thence continuing North 72 degrees 01 minutes 20 seconds West, a distance of 7.50 feet to a point,

said point be the **POINT-OF-BEGINNING** of the herein described easement; thence continuing to sever the aforementioned Town of Farragut property with the centerline of the herein described easement North 72 degrees 01 minutes 20 seconds West, a distance of 39.18 feet to a point, said point being the **TERMINUS** of the herein described easement, containing 589 square feet, more or less, as shown on Exhibit "A".

This description was prepared by Benchmark Associates, Inc., 10308 Hardin Valley Road, Knoxville, Tennessee 37932.

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: William E. McKelvey, Public Works Director

SUBJECT: Approval of Sourcewell Bid for One (1) 2022 John Deere Z997R Diesel Mower with 72” Iron Pro Side Discharge Deck

INTRODUCTION: The purpose of this agenda item is to approve the purchase of one (1) 2022 John Deere Z997R Diesel Mower with 72” Iron Pro Side Discharge Deck through the Sourcewell bid process.

STRATEGIC PLAN: Maintaining the Town of Farragut parks and lawn areas is a core business of the Public Works department. This mower will help us achieve the results we are looking for.

BACKGROUND: This mower will be replacing the exact same mower we have now. We typically keep these mowers for five (5) years and then replace them because maintenance costs get higher beyond the five-year point. Because of the lag time in supply chains, we may not get this mower until the first of next year.

DISCUSSION: The Public Works department requested pricing through Sourcewell Ground Maintenance Contract #031121-DAC, to purchase a 2022 John Deere Z997R diesel mower with a 72” Iron Side discharge deck. Sourcewell is an approved purchasing method with pre-qualified bids. On June 20, 2022, Public Works received a quote from Ag-Pro (Deere & Company) for a 2022 John Deere Z997R diesel mower with a 72” iron side discharge deck in the amount of \$21,513.91.

FINANCIAL SECTION: (if needed)

Account Number: 314-43949-9490

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$637,250	\$21,513.91		\$615,736.09

Approved By: _____

RECOMMENDATION BY: Public Works Director, Bud McKelvey for approval.

PROPOSED MOTION: Public Works recommends the approval of the purchase through Sourcewell for one (1) 2022 John Deere Z997R diesel mower with a 72” Iron Side discharge deck **from Ag-Pro on July 1, 2022, in the amount of \$21,513.91.**

BOARD ACTION:

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

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



REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: William E. McKelvey, Public Works Director

SUBJECT: Approval of Sourcewell Bid for One (1) 2022 Case 580SN Loader Backhoe

INTRODUCTION: The purpose of this agenda item is to approve the purchase of one (1) 2022 Case 580SN Loader Backhoe through the Sourcewell bid process.

STRATEGIC PLAN: Maintaining the Town of Farragut drainage systems, sidewalks, and maintenance of other areas is a core business of the Public Works department. This backhoe will help us to achieve these functions more effectively.

BACKGROUND: The backhoe we currently operate is a 2008 Case model and needs to be replaced because of age and maintenance cost. This new backhoe will be a direct replacement in the latest model.

DISCUSSION: The Public Works department requested pricing through Sourcewell to purchase a 2022 Case 580SN Loader Backhoe. Sourcewell is an approved purchasing method with pre-qualified bids. On June 16, 2022, Public Works received a quote from Contractor's Machinery, Inc. for a 2022 Case 580SN Loader Backhoe in the amount of \$132,508.89.

FINANCIAL SECTION: (if needed)

Account Number: 314-43949-9490

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$637,250	\$132,508.89		\$483,227.20

Approved By: _____

RECOMMENDATION BY: Public Works Director, Bud McKelvey for approval.

PROPOSED MOTION: Public Works recommends the approval of the purchase through Sourcewell for one (1) 2022 Case 580SN Loader Backhoe **from Contractor's Machinery, Inc. on July 1, 2022, in the amount of \$132,508.89.**

BOARD ACTION:

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

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

