



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

WORKSHOP

4:15 PM

Emergency Operations Plan Update

Committee Appointments

Discussion of First Baptist Concord access to Kingston Pike

AGENDA

June 22, 2023

6:00 PM

- I. Roll Call**
- II. Approval of Agenda**
- III. Approval of Minutes**
 - A. June 8, 2023**
- IV. Mayor's Report**
 - A. Farragut Committee Annual Reports**
 - 1. Farragut Municipal Planning Commission**
 - 2. Parks and Athletics Council**
 - 3. Stormwater Committee**
 - 4. Museum Committee**
- V. Ordinances**
 - A. Public Hearing and Second Reading**
 - 1. Ordinance 23-08**, Ordinance to amend the Farragut Municipal Code, Chapter 2, Article 6-Finance, Section 2-299, Authorization of Purchases, by deleting in its entirety and substituting new language for purchasing authorization.

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

VI. Business Items

- A.** Approval of Agreement between the Town of Farragut and Smithfield Homeowners Association
- B.** Approval of a request for a variance from the distance between driveways requirement, as provided for in the Driveways and Other Access Ways Ordinance, in association with a proposed access onto Kingston Pike for the Knoxville Tennessee Temple, 13001 Kingston Pike, Zoned C-1, 5.26 Acres (Moody Nolan, Applicant)
- C.** Approval of a Letter of Intent to purchase property off McFee Road and adjacent to the railroad track in Farragut, TN, being a portion of Knox County Tax Map 24.02 and 24.03
- D.** Approval of a Professional Services agreement with Cannon & Cannon, Inc. for due diligence investigation of property located off McFee Road and adjacent to the railroad track in Farragut, TN, being a portion of Knox County Tax Map 24.02 and 24.03
- E.** Approval of the PJ Parkinson's 5K
- F.** Approval of the Admiral's Run Against Leukemia
- G.** Approval of the Town of Farragut Committee Charters Updates for the Arts and Beautification Committee, Education Relations Committee, Farragut Museum Committee, Parks & Athletics Council, Stormwater Advisory Committee, Tourism Visitor Advisory Committee, Visual Resources Review Board.
- H.** Approval of the FY24 Town of Farragut Committee Appointments

VII. Town Administrator's Report

VIII. Town Attorney's Report

IX. Citizens Forum

This meeting can be viewed live on the Farragut YouTube Channel and the Town of Farragut website www.townoffarragut.org/livestream.

The meeting will be held at the Farragut Town Hall, 11408 Municipal Center Drive

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

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

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

1. The Mayor shall maintain and control the meeting to provide a professional and objective environment;
2. Any Farragut resident interested in speaking should fill out a blue comment card stating which agenda item they would like to comment on and turn in to the Town Recorder or a staff member;
3. Speakers shall come to the podium and identify themselves by name and street address;

4. Public comment shall be limited to five (5) minutes per individual. Time for public comment may be amended at the discretion of the Mayor. Time is not transferable to other speakers;
5. Speakers should strive to avoid redundancy; each speaker should have their own original viewpoint;
6. Comments shall address issues, not individuals or personalities;
7. Comments may support or oppose issues or measures, but the motives of those with differing views shall not be questioned or attacked;
8. Personal attacks and malicious comments shall not be tolerated;
9. An applicant, and/or their representative(s), for an item on the regular agenda shall be afforded the time necessary to present their request and respond to questions. The five (5) minute limitation shall not apply. However, the Mayor may ask an applicant to stay on point in order to facilitate the efficiency of the meeting.

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

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Trevor Hobbs, Assistant to the Town Administrator

SUBJECT: **WORKSHOP: The Town of Farragut Emergency Management Plan supplementing the Knoxville-Knox County Emergency Operations Plan**

INTRODUCTION: The purpose of this workshop is to discuss proposed updates to the Town's Emergency Management Plan as a supplement to the Knoxville-Knox County Emergency Operations Plan.

BACKGROUND: The Knoxville-Knox County Emergency Management Agency (KEMA) recently updated their Emergency Operations Plan. This new plan replaces the one adopted in 2013, and addresses emergency response operations for the entire geographic region encompassed by Knox County and includes both the City of Knoxville and the Town of Farragut.

The Town's supplement addresses several basic operational concepts regarding how the Town will participate in KEMA's plan, and specifically how the Town would maintain continuity of operations during and after an emergency event.

DISCUSSION: In similar fashion to the KEMA Emergency Operations Plan, the Town last updated its supplement in 2013. Proposed changes to the supplement provide added clarity regarding the relationship between the Town of Farragut and KEMA's plan, specifically in terms of mutual aid agreements between response agencies, additional detail regarding communications, and expands upon previous plans for continued service delivery and now addresses continuity of operations planning for each department's essential services.



TOWN OF FARRAGUT EMERGENCY MANAGEMENT PLAN
-supplementing-

KNOXVILLE-KNOX COUNTY EMERGENCY OPERATIONS PLAN



**Knoxville-Knox County
Emergency Operations Plan**
July 2022



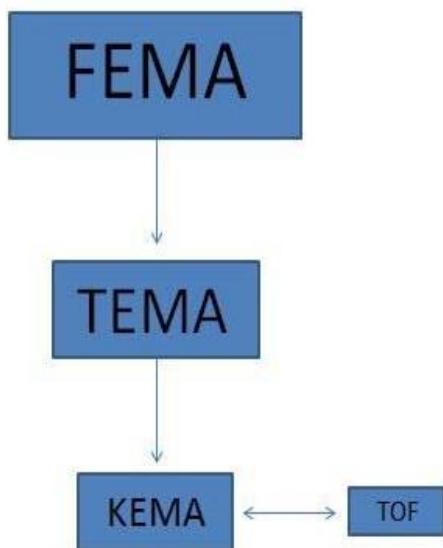
**Emergency Management Plan
Town of Farragut
Revised May 2023**

Purpose

The purpose of this plan is to provide standard procedures for how the Town of Farragut will, to the maximum extent possible, mitigate the consequences of any emergency situation that may affect the Town. This plan is intended to assure the continuity of all governmental functions by the Town of Farragut should conditions arise that impede or prevent normal governmental functions within the Town of Farragut. In addition to covering procedures for local non-emergency incidents this plan is designed to *assist* in the local implementation of the Knoxville-Knox County Emergency Operations Plan. This plan is not intended to replace or supersede any portion of the Knoxville-Knox County Emergency Operations Plan.

Scope

This plan is intended to be referenced during designated incidents or emergencies that may threaten the health or property of the citizens of the Town of Farragut. This plan also applies to functions normally conducted by the Town of Farragut that may be interrupted by emergency situations. It is the intent of this plan to provide such assistance as may be requested by the Knoxville-Knox County Emergency Management Agency (KEMA) in implementing the Knoxville-Knox County Emergency Operations Plan.



KEMA, Knoxville-Knox County Emergency Management Agency:

KEMA is an inter-governmental Agency consisting of appointed members from all of the incorporated municipalities within Knox County. [KEMA](#) answers to [TEMA \(Tennessee Emergency Management Agency\)](#) who answers to [FEMA \(Federal Emergency Management Agency\)](#).

KEMA's mission is to protect lives and property through mitigation, preparation for, response to, and recovery from the effects of natural and man-made disasters, as well as, national security concerns consistent with the resources provided.

KEMA is the central point of contact for all major emergencies and disasters and is responsible for incidents throughout the entire county, regardless of municipality. The plan developed by KEMA offers detailed operating procedures, along with incident command systems, agency responsibilities during Emergency Operations Center (EOC) incidents as well as disaster recovery.

Concept of Operations

Through KEMA's pre-arranged mutual aid agreements, local response agencies have the primary responsibility to respond to emergencies and to take actions that protect life and property. If response needs exceed local capabilities, mutual aid will be requested from neighboring jurisdictions or from the State. Similarly, the State may request assistance from neighboring states or from the federal government to meet the needs imposed by disasters beyond its response capabilities.

Emergency functions of response organizations during disasters generally parallel daily functions. To the greatest extent possible, the same people and resources will be used in disasters.

Daily local government functions which do not directly contribute to emergency operations may be suspended for the duration of the emergency. Personnel normally required for those functions may be redirected to tasks assisting with and supporting the emergency response.

KEMA's response plan is developed to address all hazardous situations that may develop within Knox County. The framework in this plan will be used to guide the response to all hazards.

As organizations develop and implement their own plans and procedures to execute their responsibilities identified in this plan they are expected to address and integrate the needs of community members with disabilities, access and functional needs.

EOC Activation

Notification of a potential emergency situation will normally be received at the Knoxville-Knox County E-911 Center. The individual receiving the call at E-911 will utilize their Standard Operating Procedures to determine if a potential emergency situation exists. E-911 will then notify the KEMA duty officer of the situation. The KEMA duty officer will evaluate the situation, and if necessary, activate the Knoxville-Knox County Emergency Operations Center (EOC).

Upon activation of the EOC, the designated Town of Farragut EOC representative(s) will be notified of the activation by the EOC and may be required to report to the EOC. The EOC consists of command and control, communications, and logistical support.

The Assistant to the Town Administrator and Risk Manager are designated points of contact for EOC activation.

EOC Address:

**Emergency Operations Center
605 Bernard Avenue
Knoxville TN, 37921**

The designated EOC representative will report back to The Town Administrator after an EOC activation meeting. Together, they will determine the need for additional notification of Town officials and the recall of any essential Town personnel. Typical variables analyzed to determine additional notification and recall may be:

- Type, Intensity, and Duration of the Incident
- How the Incident Affects the Town
- Assistance Requested by the EOC

TO REQUEST KEMA ASSISTANCE

In the event that the Town experiences an incident or emergency situation that is beyond the abilities of local staff and responders, the Town of Farragut may contact the Emergency Operations Center to request assistance by calling:

(865) 215-1166 (Daytime)

(865) 215-1167 (Evenings, Weekends, Holidays)

Recall of Town Personnel

The Town Administrator will determine if there is a need for TOF personnel activation. Department Heads will be contacted first. Each Department Head shall be responsible for contacting their departmental personnel for recall if directed (**Appendix A- Recall Roster**). Unless otherwise directed, all recalled personnel shall report to the Town's Incident Command Center in the Town Hall Board Room. The recalled personnel will "open" the Town Incident Command Center (**Appendix B- Town Incident Command Center**). Recalled personnel shall not leave the Town Incident Command Center area without permission from the Town Administrator.

The Town Administrator or his/her designee will determine if there is a need for immediate Mayor and Aldermen notification; otherwise, the Mayor and Aldermen will be updated post incident.

Interoperable Radio System

The Town has interoperable handheld radios designated for incident management. If an incident occurs these radios will be utilized for inter-departmental communication and communication with the EOC. These radios and accessories are located in the vault on the 1st floor of Town Hall. The initial operating channel is "**A Farr Main**".

Media Relations/Mass Public Notification

Upon determination by the EOC, and to the extent possible, the town will utilize its media outlets to disseminate public information (**Appendix C- Communications**).

Facilities and Shelters

Immediate facilities that may be used, if not damaged, or in a contaminated area, may be:

- Farragut Town Hall
- Farragut Public Works Facility
- Farragut Community Center
- EOC Designated Red Cross Shelters:
 - Faith Lutheran Church, 225 Jamestown Blvd.
 - First Baptist Church of Concord, 11704 Kingston Pike
 - Shelter openings are broadcast through media outlets by KEMA.
 - Local Red Cross Contact is Kristin Rice 865-719-4126 (Cell), kristin.rice@redcross.org



Farragut Town Hall



Farragut Community Center

Evacuation

The need for evacuation from the Town of Farragut will be determined by KEMA. Evacuation routes along available roads will be communicated to the public through media outlets. Knox County Sheriff's Office will be responsible for traffic control and public safety as coordinated through KEMA.

Town Equipment Available for Emergency Use

- 3 F250 trucks
- 5 F150 trucks
- 2 single axle dump trucks/snow plow attachments
- 2 Backhoes with Clamshell Buckets
- 1 Veneer 935 Chipper
- 1 Skid Steer loader
- 1 Bucket Truck
- 1 10 Ton trailer

Continuous Service Delivery

To the extent possible, the Town will continue to provide service delivery to its residents. **(Appendix D- Continuity of Operations)**

Training Resources for Local Government

The following web-links will redirect you to interactive training for various disciplines. All local government officials and employees should take the basic entry level courses to familiarize themselves further with the emergency management process.

Entry Level Courses:

<http://training.fema.gov/EMIWeb/IS/courseOverview.aspx?code=is-700.a>

<http://training.fema.gov/EMIWeb/IS/courseOverview.aspx?code=is-800.b>

<http://training.fema.gov/EMIWeb/IS/courseOverview.aspx?code=is-100.b>

FEMA/TEMA/KEMA Contact Information:

FEMA Website: <http://www.fema.gov/region-iv-al-fl-ga-ky-ms-nc-sc-tn>

Main Number: 770-220-5200

Federal Emergency Management Agency

3003 Chamblee Tucker Road

Atlanta, GA 30341

TEMA Website: <http://www.tnema.org/ema/regions/east/index.html>

East Region Office

803 North Concord,

Knoxville, TN 37919

865-594-5650

east@tnema.org

KEMA Website: <http://www.cityofknoxville.org/kema/>

Colin Ickes, DIRECTOR

ALAWSON@CITYOFKNOXVILLE.ORG

605 BERNARD AVENUE

KNOXVILLE, TN 37921

865-215-1166

Photo of Emergency Operations Center entrance- 605 Bernard Ave. Knoxville TN



Driving Directions from Farragut Town Hall:

1. Turn right onto Municipal Center Dr
2. Turn left onto S Campbell Station Rd
3. Turn right to merge onto I-40 E/I-75 N toward Knoxville
4. Merge onto I-40 E/I-75 N
5. Use the right 2 lanes to take exit 387A for I-275 N toward Lexington
6. Continue onto I-275
7. Take exit 1A for Baxter Ave
8. Take Marion St to Bernard Ave
9. Turn right onto W Baxter Ave
10. Turn right onto Marion St
11. Turn right to stay on Marion St
12. **Turn left onto Bernard Ave:** Destination will be on the left

Appendix A- TOF Personnel Recall Roster

*A roster of cell phone numbers for town personnel is kept by each department director

Appendix B- Town Incident Command Center

The Town Incident Command Center is located at Town Hall in the Board Room. An alternate site will be selected in the event that Town Hall is impacted by an incident.

Opening the Center

During an incident recall the first person to arrive at Town Hall shall:

- Unlock the rear doors of Town Hall
- Disengage the alarm
- Open both doors of the Center
- Turn on all lights
- Retrieve the hand held interoperable radios, their chargers, extra batteries, lapel mics
 - Radios and accessories are located in the vault on the 1st floor of Town Hall
- Return to the Center, plug in/charge all radios
- Turn all radios to “A Farr Main” channel (home button) with appropriate volume
- Setup the two easels and large Town Base maps (located in the large closet in the committee room)
- Once set up all recalled personnel shall remain in the Center area to await instructions from the Town Administrator

Appendix C- Communications

OBJECTIVES OF THIS PLAN

- To prepare the Town of Farragut to manage communications to our key audiences in a crisis
- To be able to respond in a unified, compassionate and professional manner
- To manage the distribution of correct and timely information
- To strategically enhance understanding of the value provided by the Town of Farragut

What is the definition of a crisis in the Town of Farragut?

A crisis is any event or activity that requires the involvement of other (emergency, county, state or federal) agencies. Examples include:

- Criminal investigation of a Town employee/elected official
- Discrimination/sexual harassment accusation of a Town employee/elected official
- Fire at a Town facility
- Theft of Town resources
- Violent act at a Town facility
- Cyber attack
- Mass shooting
- Service interruption
- Natural disaster
- Shutdown of I-40/I-75 that requires detour through Farragut
- Strike
- Protest

INCIDENT RESPONSE TEAM

In the event of an emergency at a Town of Farragut facility, the first priority is the safety of staff and citizens who are on the premises. If the emergency involves injury, the first response is to request medical treatment by calling 911. (Operators will also send fire services and law enforcement based on the circumstances.)

- A. In the event of an emergency in the Town of Farragut, the Incident Response Team will meet to discuss next steps. The team includes:
 - Town Administrator
 - Assistant to the Town Administrator
 - Finance Director
 - Risk Manager
 - IT Manager
 - Affected department head(s)
 - Communications Manager
- B. Safety partners (KCSO, KEMA, TEMA, Rural Metro) would be contacted immediately and public communications will be based on recommendations of safety partners as part of the incident command structure for the event.

SAFETY PARTNER CONTACT INFORMATION

Emergency Dispatch: 9-1-1
Knox County Sheriff's Office- Brad Hall (865) 392-1670
Rural Metro-
LCUB- (865) 988-0833

CRISIS COMMUNICATIONS TEAM

The Town Administrator, the Assistant to the Town Administrator, the Communications Manager, the Media Assistant, and other impacted department directors are the Crisis Communications Team.

The Town Administrator serves as the key spokesperson during a crisis (all quotes, comments, and interviews) but may pass responsibility to the Assistant to the Town Administrator or Communications Manager during an ongoing crisis.

The guiding principle of the Crisis Communications Team is to communicate incident facts accurately and quickly, updating information as circumstances change to ensure safety, transparency and continued operations.

CRISIS COMMUNICATIONS POLICY

1. Only the Town Administrator and Communications Manager are authorized to release information to the media and to the public. Other staff can help by connecting media and other stakeholders to those authorized on behalf of the Town. All media inquiries should be referred to the Communications Manager.
2. If a media organization asks a question that cannot be immediately answered, the Crisis Communications Team will note the question and media representative and get back quickly with a response. "No comment" is not an acceptable response. If the question can't be answered because of a policy, such as sharing personnel information or an ongoing investigation, let the journalist know.
3. Responses should be proactive and action-oriented, whenever possible. Provide guidance on how to stay safe, where to go for help and how to provide help.
4. Maintaining effective media relationships is important to bolstering public confidence in the Town of Farragut.

CRISIS COMMUNICATIONS CHECKLIST

These are the steps to managing a crisis.

1. (If an emergency) Ensure safety of staff and residents. Call 911 if necessary.
2. The Incident Response Team meets to discuss next steps:
 - a. What safety partners should be alerted (KCSO, EOC, etc.)?
 - b. What staff members need to be alerted?
 - c. Contacting Board of Mayor and Aldermen regarding incident
 - d. Do we need to seek outside consultant assistance?
3. The Crisis Communications Team develops factual, detailed messaging that reflects the status of the crisis, organizational response, and if possible, steps to resolve the situation. Before communicating publicly:

- a. The Communications Manager assigns duties regarding cooperation with safety partners, media response, web updates, social media and internal communication.
 - b. The team provides a script for those answering TOF phone lines.
 - c. Key audiences are contacted: neighborhoods, school families, Community Center members, Knox County Trustees Office, etc.
4. Reach out to local media (see below) with messaging that has been cleared by Town Administrator and/or safety partners.
5. After public announcement the team will:
 - a. Evaluate effectiveness of message as situation progresses
 - b. Monitor email and social media and respond as necessary
 - c. Update website as needed
 - d. Determine how to update key audiences with ongoing information
6. After the crisis, the team will:
 - a. Distribute post-crisis communications
 - b. Evaluate crisis communications efforts: discuss lessons learned, messages that worked well, what needs to be updated

LOCAL MEDIA ORGANIZATIONS

Shopper: nancyanderson1116@gmail.com

Farragutpress: asloan@farragutpress.com; mhollenhead@farragutpress.com;
tcheek@farragutpress.com

KnoxTNToday: news@knoxtntoday.com

Knox News: news@knoxnews.com

Loudon News Herald: news@news-herald.net

Maryville Daily Times: mike.sisco@thedailytimes.com

The Oak Ridger: editor@oakridger.com

WATE: newsroom@wate.com

WBIR: newstips@wbir.com

WVLT: wvlt.news@wvlt-tv.com

Appendix D- Continuity of Operations

NOTE- Each department will maintain an internal continuity of operations plan to address chain of command contingencies, communications plans, essential services, as well as technology, equipment, and supply needs.

INFORMATION TECHNOLOGY

The Town shall maintain secured backups and digital copies of all records in the event if our primary system is inoperable. The Town's IT department utilizes an off-site backup solution that maintains 30 days of encrypted backups. A managed service provider is also under contract to assist with information technology services.

ADMINISTRTION

The Administration department includes the office of the Town Administrator, risk management, municipal court, and communications. Staff are issued laptops and other mobile devices in order to access cloud-based software, town social media accounts, and website in order to continue operations in the event that Town Hall is impacted. The Community Center or Public Works facilities may be used as alternate work locations for Town personnel.

HUMAN RESOURCES

The Human Resources Manager is issued a laptop device in order to access cloud-based software and files in order to maintain operations remotely, or from alternate work locations. The director would seek to maintain all core services through an incident or emergency as they are critical to on-going operations of the Town. The Human Resource Manager is also equipped to access payroll and finance programs in the event finance personnel are impacted by the incident.

COMMUNITY DEVELOPMENT

The Community Development Department maintains an "emergency box" at the Public Works building on Fretz Road. The box includes copies of ordinances, flashlights, batteries, inspection tickets, building permit applications, and other items relevant to inspections and permitting. Staff are issued laptops and other portable devices which will allow for them to continue operations remotely, in the field, or from temporary work stations in the event that Town Hall is impacted. In the event of an emergency, priority would be given to permitting and inspecting repairs to damaged property over new construction.

FINANCE

The Town Recorder and Accounts Payable Office maintains all staff-related information in Incode. Because Incode is cloud-based, payroll, and payment process can be maintained from any work location. All staff receive payroll disbursements via direct deposit, so payroll can still be processed to personnel even in the event of impacts to Town Hall. Staff are issued laptops and other mobile devices which enable them to maintain operations remotely or from alternate work locations in the vent that Town Hall is impacted.

PARKS & RECREATION

The Parks and Recreation department will continue to offer all programming according to schedule, as long as electricity and weather allow. In the event that the Community Center is impacted, parks will remain open and operational to the greatest extent possible. Laptops and other mobile devices are issued to the department in order to allow for registration, check-in, and other park operations to be maintained remotely, in the field, from alternate work locations in the event the Community Center is impacted. Parks & Recreation social media channels may also be utilized to share important information with the public related to the incident response.

PUBLIC WORKS

The Public Works department is issued a cell phone for 9-1-1 dispatch and have staff on-call each week in order to be prepared to respond to fallen trees, road closures, flooding, etc. Additionally, the department's emergency call-back policy is in place to allow for the department to quickly expand the personnel dispatched to respond to an incident, beyond those who were on-call for the given week. A laptop and other mobile devices are issued to the department in order to allow for work orders to be received, managed, and assigned to work teams. The Public works department has limited supplies on-hand to repair and maintain operations of town vehicles in the event that local suppliers are unable to operate.

TOURISM

The Tourism department is equipped with laptops and other mobile devices, as well as the Mobile Visitor Center in order to maintain operations remotely, or from alternate work locations, in the event that Town Hall is impacted. Visit Farragut social media accounts and webpage may be used to share important information regarding incident response, including local businesses and hotels that are operational.

ENGINEERING

The Engineering department will prioritize maintaining a functional traffic control system, and has staff trained to address outages. A consultant is under contract to assist with repairing and maintaining the system. Staff are issued laptops and other mobile devices to access cloud-based software for inspections and permitting that will allow them to maintain operations in the field or from alternate work locations in the event that Town Hall is impacted. In the event of an emergency, priority would be given to permitting and inspecting damaged properties over new construction.

EMERGENCY PURCHASES POLICY

I. PURPOSE

To provide detailed instructions for performing an emergency purchase.

II. SCOPE

This procedure applies to all purchases recognized as an emergency as defined in the "Emergency Purchases Policy."

III. GENERAL

OBTAINING EMERGENCY AUTHORIZATION DURING NORMAL PURCHASING OFFICE HOURS

When an emergency is identified, contact the Town Administrator immediately and advise:

1. The nature of the emergency;
2. The estimated cost of the services/good required; and,
3. The vendor who will receive the order.

Even though competition is not required, it is the department's responsibility to attempt to obtain the goods or services required at competitive prices.

A written explanation of the emergency shall be prepared using the Emergency Purchase Explanation Form. Suppliers shall furnish sales tickets, delivery slips, invoices, etc., for the supplies or services rendered. Terms of the transactions, indicating price and other data, shall be shown. Attach all information to the form and forward the entire package to the Accounts Payable Clerk. No invoice will be paid unless the Accounts Payable Clerk has received an acceptable Emergency Purchase Explanation form.

A sample form for duplicating is located in the Sample Forms Appendix.

OBTAINING EMERGENCY AUTHORIZATION OUTSIDE NORMAL PURCHASING OFFICE HOURS

When an emergency need is identified outside the normal office hours, and immediate action is required to correct a threat to the safety, health or welfare of the public, the ordering department has the authority to procure the goods or services necessary to correct the problem with approval from the Department Head or Town Administrator.

Process in the same manner as above.

ONLY THE QUANTITY OF GOODS OR SERVICES NECESSARY TO ALLEVIATE THE EMERGENCY MAY BE PURCHASED UNDER THE PO NUMBER

EMERGENCY PURCHASE EXPLANATION FORM

EMERGENCY PURCHASE EXPLANATION FORM

Emergency Purchase Order number assigned: PO# _____ on (Date) _____

Purchase Order number assigned by: (Name) _____, (Title) _____

Material or Services Purchased (General Description):

Nature of emergency affecting safety, health or welfare of the public. Be concise but describe the emergency completely:

Vendor: _____

Total Actual Cost of Emergency Purchase: \$ _____

Prepared By: (Name) _____

Department: _____

Date Prepared: _____

Attach receiving report or packing slip and any other supporting documentation and forward to the Town Administrator for review and approval. Once approved forward all documentation to the Accounts Payable Clerk for processing of the payment.

Approved by Town Administrator: _____ Date: _____

BOARD OF MAYOR AND ALDERMEN WORKSHOP

PREPARED BY: David Smoak, Town Administrator 

SUBJECT: Discussion of First Baptist Concord access to Kingston Pike

BACKGROUND: First Baptist Concord located at 11704 Kingston Pike came to the Farragut Municipal Planning Commission in March 2008 to request approval of a master site plan for future development of the church property. At the time, there was significant discussion of relocating Belleaire Drive to the east (to where it is now located) and eventually lining up the access of the old Belleaire Drive with Russgate Blvd to the north. As of today, this access alignment has not occurred and the temporary access to Kingston Pike where old Belleaire Drive was located is still being utilized by the church.

DISCUSSION: First Baptist Concord has modified its original master plan over the years and most recently requested permits for the expansion of its school, which was approved by the Planning Commission in September 2021. During discussions of these projects with the Planning Commission, the neighbors in Bellaire and the surrounding communities discussed the need to close this temporary access to Kingston Pike due to its proximity to Bellaire Drive and the safety concerns they have in trying to pull out onto Kingston Pike.

Staff has been meeting with church representatives to work on a timeframe of when the alignment of this access would occur with Russgate Blvd. The church will be able to address this with the BMA during the workshop.

Attached you will find several documents including the original Planning Commission minutes from 2008, which included correspondence from attorneys from the church and the surrounding neighborhoods. Also included is an ordinance that closed the old Bellaire Drive and established the new Bellaire Drive, as well as conditions on when the temporary access was to be eliminated and moved to align with Russgate Blvd.

The discussion and consideration for the Board of Mayor and Aldermen is whether to allow more time for the church to work on aligning this temporary access with Russgate Blvd. or in the alternative to discuss a timeframe on putting this on a future Board of Mayor and Aldermen agenda to consider a closure date for this accessway.

This workshop item is for discussion purposes only.

Sec. 22-151. - Access to two or more roads, streets, or highways.

In the event a parcel of land abuts and lies adjacent to two or more separate roads, streets, or highways, the board of mayor and alderman may limit or prohibit access to one or more such roads (provided that access to at least one such road shall always be permitted) if the safety and welfare of the public will be promoted by so doing. In so limiting or prohibiting access, consideration shall be first given to limiting or prohibiting access to the more heavily traveled abutting or adjacent road, street, or highway. Any party aggrieved by any action taken under the provisions of this section shall have the burden of establishing that such action taken does not promote the safety and welfare of the public.

(Code 2007, § 16-407; Ord. No. 96-30, 1-1997)

**MINUTES
FARRAGUT MUNICIPAL PLANNING COMMISSION**

March 20, 2008

MEMBERS PRESENT:

Bob Hill, Chairman
Ed St. Clair, Vice-Chairman
Carol Evans, Secretary
Eddy Ford, Mayor
Dot LaMarche, Alderman
Bob Edlund
Rita Holladay
Connie Rutenber

MEMBERS ABSENT:

Ron Honken

Staff Representative:

Ruth Viergutz Hawk, Community Development Director
Darryl Smith, Town Engineer

Chairman Hill called the meeting to order at 7:00 p.m.

CITIZEN FORUM

No items discussed.

APPROVAL OF MINUTES

Mayor Ford moved to approve the February 21, 2008, minutes as presented. Commissioner St. Clair seconded the motion and the motion passed 7-0-1, with Commissioner Rutenber abstaining because she had been absent.

AGENDA ITEMS

**DISCUSSION AND PUBLIC HEARING FOR A 60 DAY EXTENSION OF SITE PLAN
APPROVAL FOR FLP SHOPS, 600 N. CAMPBELL STATION ROAD, PARCEL 150,
TAX MAP 142, LOCATED ON THE NORTHEAST CORNER OF NORTH CAMPBELL
STATION ROAD AND PARKSIDE DRIVE, ZONED C-2, APPROXIMATELY 4.55
ACRES (Farragut Land Partners, LLC, Applicant)**

Staff recommended approval of the 60 day extension.

Commissioner St Clair moved to approve the extension. Mayor Ford seconded the motion and the motion passed 8-0.

DISCUSSION AND PUBLIC HEARING ON A CONCEPT PLAN FOR THE COTTAGE AT PRYSE FARM, PARCEL 8 AND A PORTION OF PARCEL 9, TAX MAP 162, LOCATED ON THE SOUTHEAST CORNER OF EVANS AND MCFEE ROADS, ZONED R01/OSMR, 45.5 ACRES (The Cottage Group Inc., Applicant)

Staff presented the concept plan and a general discussion followed. Staff recommended approval of the concept plan subject to addressing the following items:

1. The location of Units 98 & 99 to be finalized at time of preliminary plat;
2. Roadway profiles should provide AASHTO "K" values for 35 mph design. ; and
3. Meet all town requirements.

Mayor Ford moved to approve the concept plan subject to staff's recommendation. Commissioner Edlund seconded the motion and the motion passed 8-0.

DISCUSSION AND PUBLIC HEARING ON A SITE PLAN FOR THE KNOXVILLE CHRISTIAN HIGH SCHOOL, 11549 SNYDER ROAD, PARCEL 129, TAX MAP 130, ZONED R-2, APPROXIMATELY 67.68 ACRES (Knoxville Christian High School, Applicant)

Commissioner St. Clair moved to postpone. Commissioner Rutenber seconded the motion and the motion passed 8-0.

DISCUSSION AND PUBLIC HEARING ON THE MASTER CONCEPT PLAN FOR THE FIRST BAPTIST CHURCH OF CONCORD, 11704 KINGSTON PIKE (First Baptist Church of Concord, Applicant)

No action is required by the planning commission on the master concept plan, but staff supports Master Concept Plan 2, which relocates Belleaire Drive. If the planning commission concurs with staff, the commission should do so by consensus.

A lengthy discussion followed. John King spoke on behalf of the applicant. Arthur Seymour spoke on behalf of the residents of Belleaire, Shiloh, and Derby Chase subdivisions. Several residents also spoke.

The commissioners asked that the letter of requests/concerns prepared by Arthur Seymour on behalf of the residents and John King's response letter, which is to be prepared based on Mr. King's presentation before the planning commission, be made part of the minutes.

The commission supported Master Concept Plan 2.

DISCUSSION AND PUBLIC HEARING ON A REQUEST TO CLOSE A PORTION OF BELLEAIRE DRIVE BEGINNING AT KINGSTON PIKE AND ENDING APPROXIMATELY 1,212 LINEAR FEET TO THE SOUTH OF KINGSTON PIKE (First Baptist Church of Concord, Applicant)

Staff recommended approval of Resolution PC-08-08, which recommends approval of Ordinance 08-05 and the road closure to the Board of Mayor and Aldermen. A general discussion followed.

Mayor Ford moved to approved Resolution PC-08-08. Commissioner Evans seconded the motion and the motion passed 8-0.

DISCUSSION AND PUBLIC HEARING OF THE PRELIMINARY PLAT FOR THE RELOCATION OF BELLEAIRE DRIVE AND THE CONSTRUCTION OF A DETENTION BASIN FOR THE FIRST BAPTIST CHURCH OF CONCORD, 11704 KINGSTON PIKE, PARCELS 1,7,8,9 AND 19, TAX MAP 142NB, ZONED R-3, R-2, R-1-S-A, APPROXIMATELY 47.16 ACRES (First Baptist Church of Concord, Applicant)

Staff presented the preliminary plat. A general discussion followed. Staff recommended approval subject to addressing the following items:

1. Provide one additional fire hydrant assembly off the new 6" line approximately across from the detention pond;
2. Submit separate sheets for each utility (LCUB, KUB, TDS, FUD, Charter, etc.). Each utility must sign off on the utility plan. The gas line should be kept in the right-of-way. Charter should sign off on the LCUB plan because they bury their lines in the same trench as LCUB;
3. On Sheet C-1.0/2, include a diagram of the total property with the zoning indicated appropriately;
4. On Sheet C6.1, indicate the dimensions of the stop sign as 30" x 30" (vs. 24" x 24"). The sign is appropriately sized on the plan sheets;
5. On Sheet C0.0, add a plat note which reads as follows: Lot 1 shall have no access to the relocated Belleaire Drive or the cul-de-sac;
6. On Sheet C0.0, add a plat note which reads as follows: Access from First Baptist Church of Concord to Kingston Pike from the old Belleaire Drive is temporary and that this access shall be eliminated at such time when the old buildings (flat tops and A-frame) located immediately to the east of the old sanctuary are demolished. Such demolition shall occur prior to any town approvals for any remodeling and/or modifications to the old sanctuary building. At the time the old buildings are demolished, a new driveway to line up with Russgate Boulevard shall be constructed and the existing driveway located immediately to the west of the old church sanctuary shall be eliminated. The old buildings are to be eliminated as shown on the Master Concept Plan;

7. On Sheet C0.0, add a plat note which reads as follows: A fence per Town of Farragut standards shall be constructed adjacent to the new Belleaire Drive and around the cul-de-sac prior to the recording of the final plat;
8. Add a 35' buffer strip (vs. 25') adjacent to the Tobler land;
9. Add a 25' buffer strip with a privacy fence adjacent to the Shiloh subdivision;
10. The landscape plan for the detention basin must be approved, plants planted, and a two-year landscape maintenance Letter of Credit posted with the Town prior to a final plat being recorded;
11. Only specimen trees (generally trees 24 inch DBH or greater – see definition in tree protection ordinance) factor into the tree replacement requirements in association with preliminary plats;
12. Non-invasive hardwood trees 10 inches DBH or greater and evergreen trees 15 inches DBH or greater can be credited where they are to be saved as part of this project and are within 50 feet of proposed limits of disturbance;
13. For those trees where tree credit and replacement are applicable, the plan needs to identify which trees are to be removed. There are some trees along the limits of disturbance where it is unclear as to whether they will be saved or removed;
14. Drainage calculations indicate the detention basin will perform admirably, particularly in larger storm. However, peak outfall from 1-year storm is still slightly higher than existing flow (0.12 cfs), and the pond only provides 0.26' of freeboard (917.74 vs. 918.00). Please adjust. Detail for outfall structure shows invert of 3" x 6" orifice at 778.25, which should be 907.35;
15. 700' vertical curve should be shortened to provide better drainage on roadway. Reduce K value below 167;
16. The final plat will require tie to Farragut Grid System;
17. TDOT permits and NOI's must be amended, or new permits submitted;
18. Submit irrevocable letter of credit for erosion control for \$50,000;
19. Submit Drainage Fee of \$120; and
20. Meet all Town requirements.

Mayor Ford moved to approve the preliminary plat subject to staff's recommendation. Commissioner St. Clair seconded the motion and the motion passed 8-0.

RECESS FROM 10:40PM TO 10:55PM

DISCUSSION AND PUBLIC HEARING ON A REQUEST TO AMEND THE TEXT OF THE FARRAGUT MUNICIPAL CODE, TITLE 9, CHAPTER 4, SIGN ORDINANCE, SECTION 9-406 (3), TO ALLOW SIGNS TO BE PLACED ON THE INTERSTATE SIDE OF BUILDINGS (Farragut Land Partners, LLC, Applicant)

DISCUSSION AND PUBLIC HEARING ON A REQUEST TO AMEND THE TEXT OF THE FARRAGUT MUNICIPAL CODE, TITLE 9, CHAPTER 4, SIGN ORDINANCE, SECTION 9-406, TO PROVIDE FOR ADDITIONAL SIGNAGE FOR LARGE TENANT SPACES (Kroger Co., Applicant)

Staff recommended approval of Resolution PC-08-06, which recommends approval of Ordinance 08-04 and the sign ordinance amendment to the Board of Mayor and Aldermen. Ordinance 08-04 addresses both the Farragut Land Partners, LLC, and Kroger Co. requests.

Commissioner Edlund moved to approve resolution PC 08-06. Alderman LaMarche seconded the motion and the motion passed 8-0.

DISCUSSION AND PUBLIC HEARING ON A REQUEST TO REZONE A PORTION OF PARCEL 09601 AND 11051, TAX MAP 142, LOCATED ON THE NORTH SIDE OF GRIGSBY CHAPEL ROAD BETWEEN WESTSIDE UNITARIAN UNIVERSALIST CHURCH AND CHAPEL POINT SUBDIVISION, FROM R-4 ATTACHED SINGLE-FAMILY RESIDENTIAL DISTRICT TO R-6 MULTI-FAMILY RESIDENTIAL DISTRICT, 5.05 ACRES (Diversified Holdings, Applicant)

Staff presented the rezoning request. Staff recommended approval of Resolution PC-08-09, which recommends approval of Ordinance 08-06 and the rezoning to the Board of Mayor and Aldermen. A general discussion followed.

Commissioner Edlund moved to approve Resolution PC-08-09. Commissioner St. Clair seconded the motion and the motion passed 5-3, with Mayor Ford and Commissioners Rutenber and Evans casting the dissenting votes.

DISCUSSION AND PUBLIC HEARING ON AN AMENDMENT TO THE FARRAGUT SUBDIVISION REGULATIONS, ARTICLE II. PROCEDURE FOR SUBDIVISION APPROVAL, C. PRELIMINARY PLAT, TO REQUIRE APPLICANT TO SUBMIT NOTICE OF SUBMISSION OF PRELIMINARY PLAT TO THE UNITED STATES POST OFFICE

Staff presented the text amendment. Staff recommended approval of Resolution PC-08-07.

Commissioner Rutenber moved to approve Resolution PC-08-07. Commissioner Evans seconded the motion and the motion passed 8-0.

PUBLIC HEARING ON OTHER PROPOSED LOCATIONS FOR NEW UTILITIES

None at this time.

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ADJOURNMENT

The meeting adjourned at 12:05 am

Carol Evans, Sec.
Carol Evans, Secretary

ARTHUR G. SEYMOUR, JR.
FRANCIS A. CAIN
ROBERT L. KAHN
REGGIE E. KEATON
DONALD D. HOWELL
DEBRA L. FULTON
MICHAEL W. EWELL
IMOGENE A. KING
JOHN M. LAWHORN
JAMES E. WAGNER
BEVERLY D. NELMS
MARY ELIZABETH MADDOX
BENJAMIN C. MULLINS
RICHARD T. SCRUGHAM, JR.
MATTHEW A. GROSSMAN
SHARON POTTER
KEVIN A. DEAN

LAW OFFICES
FRANTZ, McCONNELL & SEYMOUR LLP
ESTABLISHED 1902

Email: ajseymour@fmsllp.com
Direct Fax: 865-541-4612

550 W. MAIN STREET
SUITE 500
P.O. Box 39
KNOXVILLE, TENNESSEE 37901

TELEPHONE: 865-546-9321
FACSIMILE: 865-637-5249
WEB SITE: WWW.FMSLLP.COM

March 17, 2008

Via email only

Ms. Ruth Hawk
Community Development Director
Town of Farragut
11408 Municipal Center Drive
Farragut, TN 37922

Re: Subdivision Plans of the First Baptist Church of Concord

Dear Ms. Hawk:

As I have advised you, I am representing the following subdivisions in connection with the above-captioned matter: Belleaire, Derby Chase and Shiloh.

The proposed relocation of Belleaire Drive naturally has caused concern to our clients, and, I did want to follow up on our meeting on Wednesday to memorialize these concerns and to discuss issues that we think the Town of Farragut should address at this stage (subdivision) and at the site plan approval stage.

I will enumerate the issues:

1. Shiloh, in particular, is concerned about the elevation of the relocated Belleaire Drive. I understand this is undergoing revision and Site Incorporated has agreed to stake out its location and I will reserve any further comments until we see the revised plan.
2. There should be no curb cuts allowed from the new Belleaire Drive except for the four lots that are being created.
3. A berm should be created along the west side of Belleaire with either fencing or planting which ever is more attractive so as to prevent people attending church functions from parking on the relocated Belleaire and going to the church. Maintenance of the berm should be the responsibility of the church or the Town of Farragut.
4. The existing Belleaire Drive should be closed at Kingston Pike as soon as possible after the Town accepts the new Belleaire and it is opened.
5. Traffic obstruction will be minimized during the construction of the new Belleaire Drive.

Page 2

March 17, 2008

Re: First Baptist Church

6. Consideration needs to be given to how Kingston Pike's intersections with Belleaire, Shiloh, Derby Chase and Glen Abby work after Belleaire Drive is relocated.
7. The staging area for construction and topsoil stockpile area should be located as far north Belleaire Subdivision as possible, all is shown on C2.1 of the plan submitted by First Baptist Church.
8. The 35 foot buffer which the church has on its western boundary with Farragut Crossing should be continued along the lot line between the Tobler property and First Baptist property.
9. The green space near the cul-de-sac at the Tobler's property should be maintained as green space only.
10. The four lots being created along relocated Belleaire Drive should contain the same restrictions that are now being reimposed on the Belleaire Subdivision. These houses should be used for single family purposes only.
11. All utilities should be underground.
12. No permanent or temporary lights or sound systems should be allowed on the ball fields shown on the Concept Plan.
13. All athletic activities should cease by 9:00 p.m.
14. The lighting on parking lots should be only the minimum required by the Town.
15. The ball field should be located so that no balls are being pitched or batted onto adjoining homes.
16. Our clients would like to see a timeline for the construction.
17. All stormwater plans should be reviewed by Shiloh or its engineers.
18. The relocated Belleaire Drive should have appropriate berm and wall or planting along the area where it parallels the western units of Shiloh.

We will be present on Thursday night to address our concerns to the Planning Commission.

3/20/08

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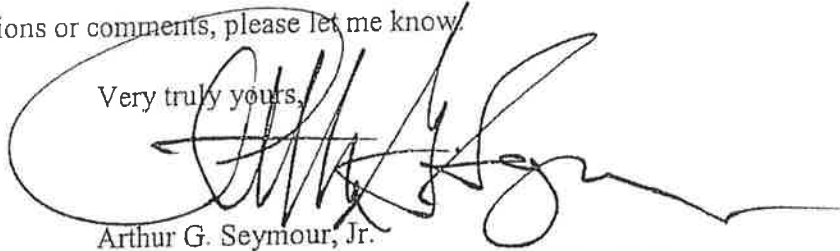
Page 3

March 17, 2008

Re: First Baptist Church

If you have any questions or comments, please let me know.

Very truly yours,

A large, stylized handwritten signature in black ink, likely belonging to Arthur G. Seymour, Jr. The signature is written over the words "Very truly yours," and extends across the line containing the name.

Arthur G. Seymour, Jr.

FRANTZ, McCONNELL & SEYMOUR, LLP

AGSJ:alh

cc: John King, Esq.
Tom Hale, Esq.

**LEWIS KING**

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3/20/08
Page 10

LEWIS, KING, KRIEG & WALDROP, P.C.
Attorneys at Law
One Centre Square, Fifth Floor
620 Market Street
Post Office Box 2425
Knoxville, TN 37901
T: (865) 548-4646 F: (865) 523-6529

April 7, 2008

Arthur G. Seymour, Jr., Esq.
Frantz, McConnell & Seymour, LLP
550 Main Avenue
Suite 500
P.O. Box 39
Knoxville, TN 37901

Hand delivered

**Re: First Baptist Church of Concord
Land Utilization Plan/Subdivision Plan**

Dear Arthur:

As suggested at the Farragut Planning Commission meeting, I am writing this letter to outline the Church's response to those concerns outlined in your letter to Ruth Hawk of March 17, 2008. You will recall that most of the expressed concerns were outlined by you at the joint meeting of Town staff, us and you along with various neighborhood representatives. That meeting occurred on March 11, 2008. At that meeting, we responded to those concerns, advising what the Church could or could not do. Again, at the Planning Commission meeting of March 20, 2008, we restated and discussed the Church's position on these points of concern.

At the Planning Commission meeting of March 20th, we described what we would do and/or how we would respond to each of these "concerns" expressed. Obviously we will do what we said we will do and the Town's tapes and the court reporter's transcript will reflect what we said. Currently I have neither the transcript or copy of any tape made by the Town. I felt, however, I needed to go ahead and respond in writing since there was expressed interest in our doing so. Please understand that there was some "refining" of our position that occurred during that meeting and what we ultimately are willing to do will perhaps be more accurately reflected in the tapes and/or transcript from our court reporter.

With the above preface, I respond to your letter in your enumerated format as follows:

1. The elevation of the relocated Bellaire Drive is determined by the tie in to Kingston Pike. The Church's engineer was to keep the elevation as low as possible, meeting acceptable engineering standards. We agreed to and did, in fact, stake the road location and designated the elevation on the stakes.

Arthur G. Seymour, Jr., Esq.
April 9, 2008
Page 2

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3/20/08
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2. The Church agreed that the only curb cuts on the new part of the relocated Bellaire Drive would be for the four (4) lots created, plus one (1) for access to service (maintain) the detention basin.
3. Consistent with the recommendation and position of Town staff, the church will fence along the western side of relocated Bellaire Drive; the Church will comply with requirements for landscaping and the fencing will be a means of discouraging people from parking on relocated Bellaire Drive to then walk across to Church functions.
4. The two resolutions recommended by the Planning Commission related to the time for closing existing Bellaire Drive set an occurrence related timetable for closing existing Bellaire; such timetable gives the best assurance that it will be closed as soon as possible following completion of relocated Bellaire Drive.
5. The Church will encourage its contractors to coordinate construction activity with the neighborhood so as to minimize traffic obstruction.
6. The Church will work with Town staff to do what is appropriate and in conformity with sound engineering practice as to the new tie in to Kingston Pike and relocated Bellaire Drive.
7. The Church will locate its staging area and stockpile area as approved by Town staff, recognizing the interests of being as far north as possible and attempting preservation of identified trees.
8. The Church will agree to a 35 foot buffer between the Church property and the Tobler property for so long as the Tobler property is owned by Tobler.
9. The green space near the cul-de-sac at the Tobler's property will be maintained as green space for so long as the cul-de-sac exists and/or for so long as Tobler remains the owner of the Tobler property.
10. The Church would not commit to deed restrict the four lots created on relocated Bellaire Drive as requested. We discussed several reasons why we would not agree to do so.
11. The Church's engineer has been told by LCUB that it will not locate utilities underground. That issue will have to be worked out between us, the utility company and the Town of Farragut. This is primarily an issue between the Town and LCUB.
- 12, 13 and 14. All organized outdoor athletic activities will cease at sundown on the ball fields shown on the Long Range Property Utilization Plan (those shown just to the west of

Arthur G. Seymour, Jr., Esq.
April 9, 2008
Page 3

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relocated Bellaire Drive); there would be no lighting or sound systems utilized for athletic activities on the ball fields described above.

15. The ball fields described above will be located so as to minimize balls getting onto adjoining property.

16. The Church has indicated its willingness to keep the neighborhoods generally informed of its construction timetable through Arthur Seymour, Jr, attorney.

17. The stormwater plans can be reviewed by the neighborhoods or their designees as, and when, submitted to appropriate personnel of the Town of Farragut.

18. Relocated Bellaire Drive will have privacy type fencing where it parallels the western units of Shiloh.

I believe the above accurately reflects our stated responses; I will review the transcript when received from my court reporter and if I need to correct something, I'll do so.

Very truly yours,

LEWIS, KING, KRIEG & WALDROP, P.C.



John K. King
DL: (865) 541-5205
jking@lewisking.com

JKK/slt

cc: Dale Collins
Tom Hale
Ruth Hawk

ORDINANCE:	08-05
PREPARED BY:	Hawk
REQUESTED BY:	First Baptist Church of Concord, Applicant
CERTIFIED BY FMPC:	March 20, 2008
PUBLIC HEARING:	4/24/08
PUBLISHED IN:	Farragut Press
DATE:	4/10/08
1ST READING:	4/10/08
2ND READING:	4/24/08
PUBLISHED IN:	Farragut Press
DATE:	5/1/08

AN ORDINANCE TO CLOSE BELLEAIRE DRIVE BEGINNING AT KINGSTON PIKE AND ENDING APPROXIMATELY ONE THOUSAND TWO HUNDRED AND TWELVE (1,212) FEET TO THE SOUTH OF KINGSTON PIKE

WHEREAS the Board of Mayor and Aldermen of the Town of Farragut has been petitioned by the adjacent property owner to close approximately one thousand two hundred and twelve (1,212) feet of Belleaire Drive to the south of Kingston Pike, and

WHEREAS the Farragut Municipal Planning Commission has in the attached resolution, as set forth in Section 13-4-210 of the *Tennessee Code Annotated*, reviewed the request for closure,

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, as follows:

SECTION 1.

That Belleaire Drive beginning at Kingston Pike and ending approximately one thousand two hundred and twelve (1,212) linear feet to the south of Kingston Pike be closed, as illustrated on Exhibit A, with the following stipulations:

1. That First Baptist Church of Concord construct a new Belleaire Drive approximately two hundred twenty (220) feet to the east of the existing Belleaire Drive at Kingston Pike and connect back into Belleaire Drive approximately one thousand two hundred (1,200) feet south of Kingston Pike per a preliminary plat approved by the Farragut Municipal Planning Commission;

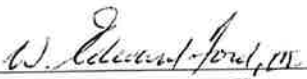
ORDINANCE 08-05

Page 2

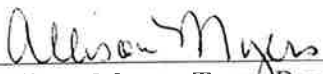
2. That First Baptist Church of Concord prepare a subdivision plat that dissolves the old Belleaire Drive right-of-way and establishes a new Belleaire Drive and associated right-of-way and easements, which is approved by the Farragut Municipal Planning Commission and recorded at the Knox County Register of Deeds Office;
3. That upon completion of the construction of the new Belleaire Drive and the recording of the final plat, the Town of Farragut relinquish ownership of the old Belleaire Drive right-of-way through Quit Claim Deed to First Baptist Church of Concord; and
-  4. That access from First Baptist Church of Concord to Kingston Pike from the old Belleaire Drive is temporary and that this access shall be eliminated at such time when the old buildings (flat tops and A-frame) located immediately to the east of the old sanctuary are demolished. Such demolition shall occur prior to any town approvals for any remodeling and/or modifications to the old sanctuary building. At the time the old buildings are demolished, a new driveway to line up with Russgate Boulevard shall be constructed and the existing driveway located immediately to the west of the old church sanctuary shall be eliminated. The old buildings are to be eliminated as shown on the Master Concept Plan (Exhibit B).

SECTION 2.

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



W. Edward Ford, III, Mayor



Allison Myers, Town Recorder

ORDINANCE 08-05

Page 3

Certified to the Farragut Board of Mayor and Aldermen this 20th day of March, 2008, with approval recommended.

Robert M Hill Chair.

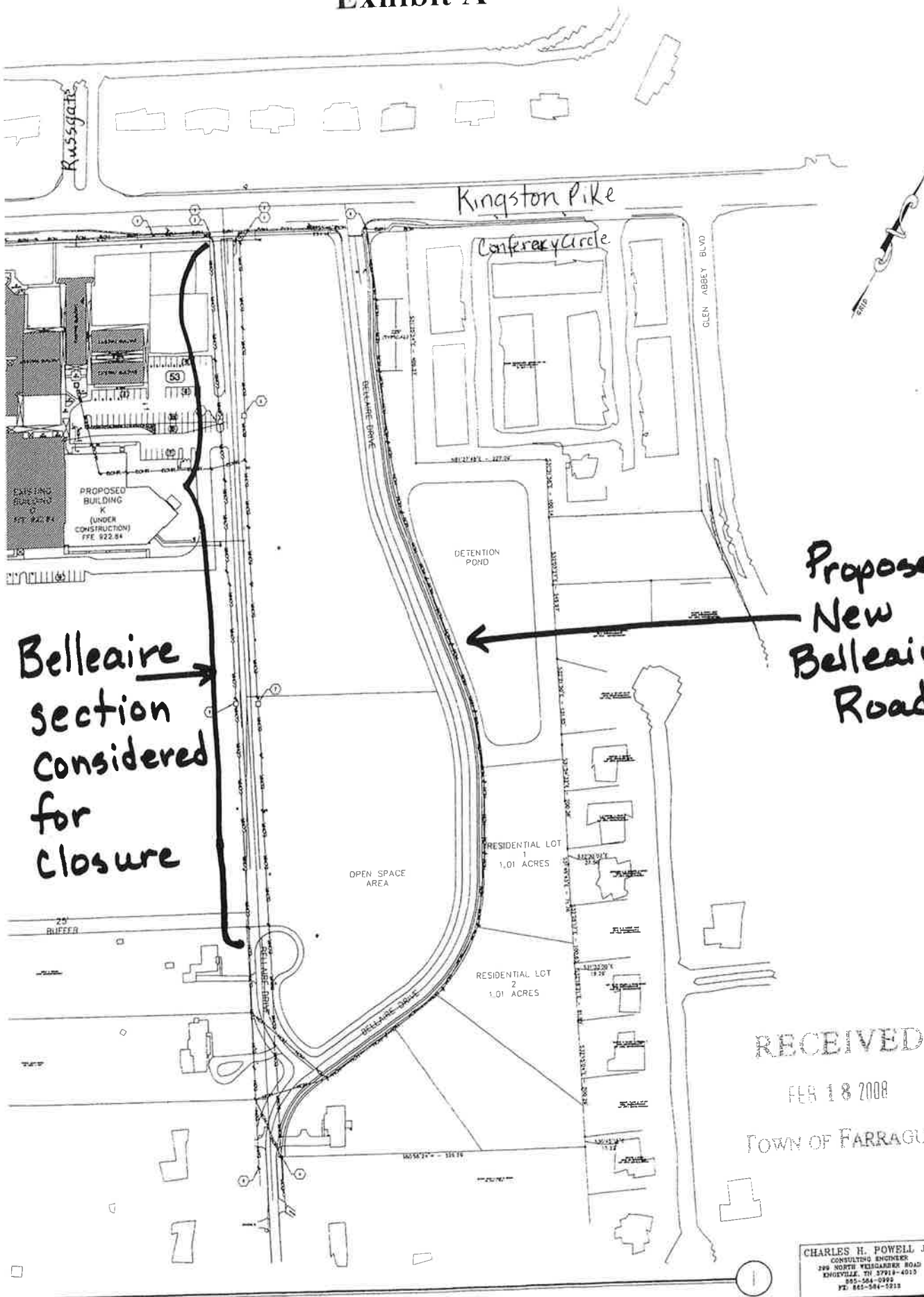
Robert M. Hill, Chairman

Carol Evans, Sec

Carol Evans, Secretary

FARRAGUT MUNICIPAL PLANNING COMMISSION

Exhibit A



MBI

michael brady inc.

299 N. WEISCHAMBER RD.
KNOXVILLE, TENNESSEE
37919
PHONE: 865 884 0999
FAX: 865 884 0213
www.michaelbradyinc.com

THE DESIGN PROFESSIONAL
CERTIFIES THAT ANY AND ALL
LIABILITY FOR PROBLEMS OR DAMAGES
ARISING FROM THESE PLANS, SPECIFICATIONS
AND THE DESIGN CONTRACT SHALL BE
THE SOLE RESPONSIBILITY OF THE
DESIGNER AND NOT THE
OWNER OR ANY OTHER PARTY.
THE DESIGN PROFESSIONAL
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ARISING FROM THESE PLANS, SPECIFICATIONS
AND THE DESIGN CONTRACT SHALL BE
THE SOLE RESPONSIBILITY OF THE
DESIGNER AND NOT THE
OWNER OR ANY OTHER PARTY.

CONTRACT NO. 11704-KINGSTON PIKE



FIRST BAPTIST CONCORD

11704 KINGSTON PIKE
FARRAGUT, TENNESSEE

A PRELIM PLANT FOR:

- ☐ FOR REVIEW ONLY
- ☐ FOR PERMITTING ONLY
- ☐ SCHEMATIC DESIGN
- ☐ DESIGN DEVELOPMENT
- ☐ CONSTRUCTION DOCUMENTS

Drawing Title:
SITE PLAN - ELECTRICAL

RECEIVED

FEB 18 2008

TOWN OF FARRAGUT

CHARLES H. POWELL JR.
CONSULTING ENGINEER
299 NORTH WEISCHAMBER ROAD
KNOXVILLE, TN 37918-4013
865-564-0999
FAX: 865-564-0213

Date: 2-18-08
Designed By: CHP
Drawn By: RMC
Reviewed By: CHP
Comm. No. BP06824
Revisions:

Sheet:
29 of 29
Sheet No.:
ESI.1

Long Range Property Utilization Plan - 2

First Baptist Concord

February 11, 2008

APPROVED FOR CONSTRUCTION BY THE
CONCORT BOARD OF DIRECTORS
ON FEBRUARY 11, 2008
PROJECT NO. 08-01
PROJECT NAME: FIRST BAPTIST CONCORD
PROJECT LOCATION: 10000 BELLAIRE DRIVE, CONCORD, NC 28025

OWNER:
FIRST BAPTIST CONCORD
10000 BELLAIRE DRIVE
CONCORD, NC 28025
PHONE: 704.341.1111
FAX: 704.341.1112

DESIGNER:
SITE DESIGN, INC.
10000 BELLAIRE DRIVE
CONCORD, NC 28025
PHONE: 704.341.1111
FAX: 704.341.1112

AREA CALCULATIONS: TOTAL SITE AREA: 100.00 ACRES
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RECEIVED

10 18 2008

TOWN OF FARRACUT

THERE ARE NO ENVIRONMENTALLY
SENSITIVE AREAS ON THIS SITE

PLAN IS FOR REVIEW ONLY -
NOT FOR CONSTRUCTION

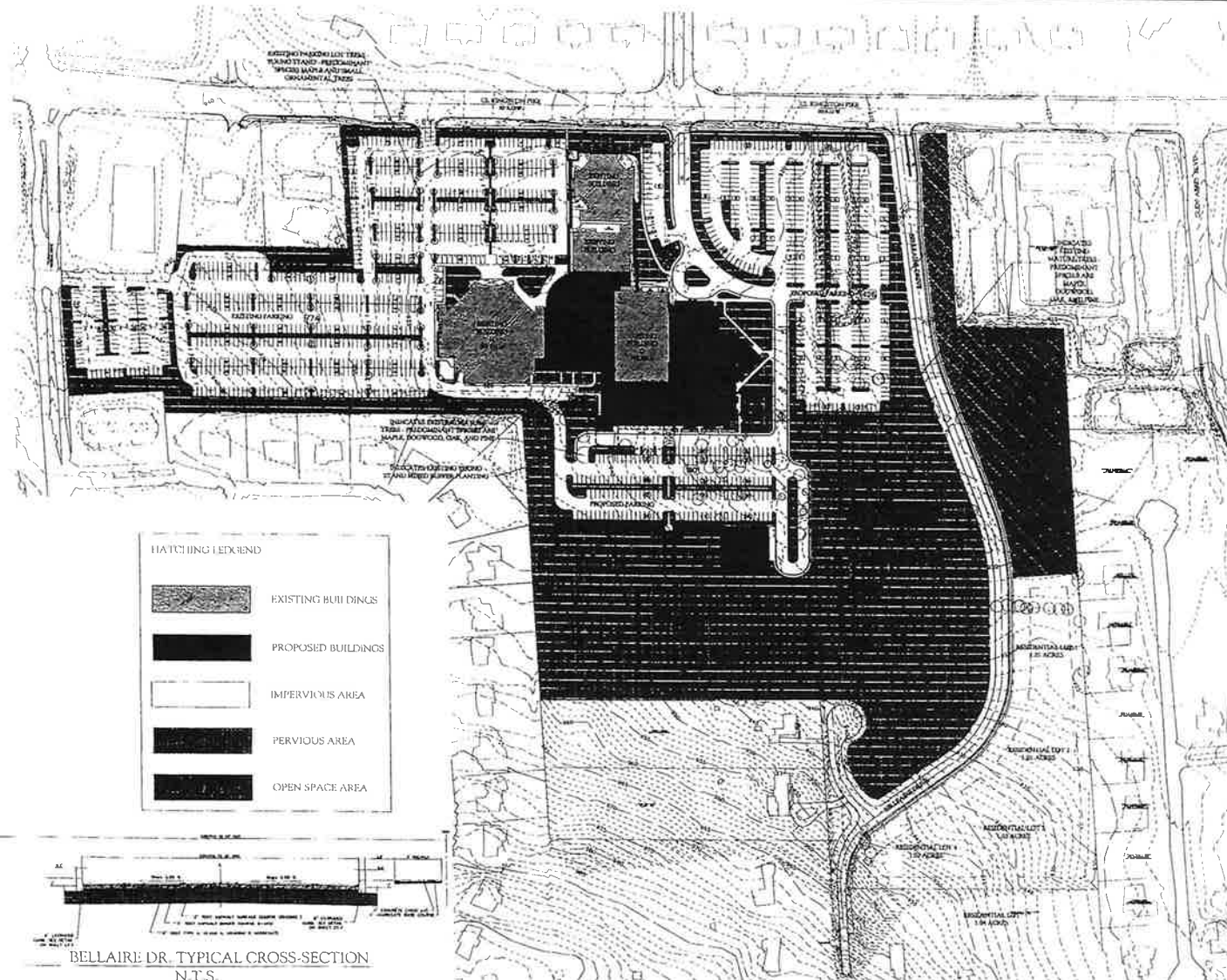


Exhibit B



IN ZARD AREA. THE SURVEY SHOWN HEREON IS A
THE ACCURACY AND PRECISION OF SAID SURVEY
SPECIFICATIONS OF THIS CLASS, THE INFORMATION
TRUE AND CORRECT TO THE BEST OF MY KNOW
ACCORDING TO THE INFORMATION AVAILABLE TO

4-16-09
DATE



NOTES

- SETBACKS (R-1-S-A):
(CHURCHES) FRONT=50' SIDE=50' REAR=50'
(RESIDENTIAL) FRONT=35' SIDE=50' TOTAL (2 SIDES)
- NOT LESS THAN 15' ON ONE SIDE REAR=25'

SETBACKS (R-2):
(CHURCHES) FRONT=50' SIDE=50' REAR=50'
(RESIDENTIAL) FRONT=30' SIDE=30' TOTAL (2 SIDES)
- NOT LESS THAN 10' ON ONE SIDE REAR=25'

SETBACKS (R-3):
(CHURCHES) FRONT=50' SIDE=50' REAR=50'
(LOCAL STREET- RESIDENTIAL) FRONT=20' SIDE=10' REAR=25'

1. DEED REFERENCES: DB 2236 - 21, INST# 5 200712180047871, 200211180043806 AND 200210180033572.
2. PLAT REFERENCES: L284A - 16-72 AND INST# 200708300019327.
3. CLT MAP 142N GROUP B - PARCELS 1, 7, 8, 9 AND CLT MAP 142M GROUP A - PARCEL 19 AND FORMER PARCELS 142M A 5-17.
4. ALL BEARINGS REFERENCED HEREON TO TENNESSEE COORDINATE SYSTEM 1983.
5. TOTAL AREA 6 LOTS = 41.90 AC (1,825,060 SF).
6. LOT 6 IS A DETENTION / DRAINAGE EASEMENT AND IS NOT BUILDABLE.
7. LOT 6 IS OWNED AND TO BE MAINTAINED BY FIRST BAPTIST CHURCH OF CONCORD.
8. ACCESS OF LOT 1 R FROM FEDERAL BOULEVARD IS RESTRICTED TO THE SHARED ACCESS EASEMENT.
9. ACCESS FROM FIRST BAPTIST CHURCH OF CONCORD TO KINGSTON PIKE FROM THE OLD BELLEAIRE DRIVE IS TEMPORARY AND THIS ACCESS SHALL BE ELIMINATED AT SUCH TIME WHEN THE OLD BUILDINGS, FLAT-TOPS & A-FRAME / BLDGS A,B,C & D LOCATED IMMEDIATELY TO THE EAST OF THE OLD SANCTUARY ARE DEMOLISHED. SUCH DEMOLITION SHALL OCCUR PRIOR TO ANY TOWN APPROVALS FOR ANY REMODELING AND/OR MODIFICATIONS TO THE OLD SANCTUARY BUILDING. AT THE TIME THE OLD BUILDINGS ARE DEMOLISHED, A NEW DRIVEWAY TO LINE UP WITH RUSSGATE BOULEVARD SHALL BE CONSTRUCTED AND THE EXISTING DRIVEWAY LOCATED IMMEDIATELY TO THE WEST OF THE OLD CHURCH SANCTUARY SHALL BE ELIMINATED. THE OLD BUILDINGS ARE TO BE ELIMINATED AS SHOWN ON THE MASTER CONCEPT PLAN (EXHIBIT B OF ORDINANCE 08-05).
10. LOT 1-R SHALL HAVE NO ACCESS TO BELLEAIRE DRIVE.
11. NO BUILDING, PARKING, DRIVEWAYS OR ANY OTHER PERMANENT STRUCTURES (EXCLUDING FENCES) IS ALLOWED WITHIN THE OPEN SPACE.

CERTIFICATE OF APPROVAL FOR RECORDING

RELEASE OF EASEMENT(S) CERTIFICATION

SIGNATURE (SEWER) Ray A. Wedekind 1ST VD 15 Dec 09

SIGNATURE (WATER) Peng A Wedekind 1st VD 15 Dec 09

Signature (Electricity) Jay Hines LCUB 12-19-0 DATE

CERTIFICATE OF STREETS APPROVAL

TOWN ENGINEER 1/15/10
DATE

LICENSE NO. 20789

CERTIFICATE OF APPROVAL OF STREET NAMES

THIS IS TO CERTIFY THAT THE SUBDIVISION SHOWN HEREON HAS BEEN REVIEWED FOR COMPLIANCE WITH THE KNOX COUNTY UNIFORM STREET NAMING & ADDRESSING SYSTEM ORDINANCE, AND THE ROAD NAMES ARE HEREBY APPROVED FOR RECORDING.

LINE-TYPE LEGEND

FENCE LINE

CENTER LINE

ACCESS ESMT

DRAINAGE ESMT

OPENSOURCE ESMT

SIGN ESMT

SANITARY ESMT

WATER ESMT

BUFFER LINE

ZONING LINE

GAS ESMT

BMA MEETING MINUTES

May 25, 2023

WORKSHOP

5:30 PM

Committee Charter Review

The Board of Mayor and Aldermen reviewed the Town's Committee charters and requirements within them.

BMA Meeting

Roll Call

Mayor Williams called the meeting to order at 6:00 PM. Roll Call for attendance: Alderman Burnette, yes; Alderman Meyer, yes; Vice-Mayor Povlin, yes; Alderman White, yes; Mayor Williams, yes; In addition to staff and member of the press.

Approval of Agenda

A motion was made to approve the agenda as presented. Moved by Vice-Mayor Povlin, seconded by Alderman Meyer; voting yes; Mayor Williams, Vice-Mayor Povlin, Alderman Burnette, Meyer and White; no nays; motion passed.

Approval of Minutes

Motion was made to approve the minutes of May 25, 2023, as amended. Moved by Vice-Mayor Povlin, seconded by Alderman Meyer; voting yes; Mayor Williams, Vice-Mayor Povlin, Alderman Burnette, Meyer and White; no nays; motion passed.

Ordinances

Public Hearing and Second Reading

Ordinance 23-05, an ordinance to amend the Farragut Zoning Map for 630 Everett Road, 2.3 Acres, from R-2, General Single-Family Residential, to R-1, Rural Single-Family Residential (Michael Reina, Applicant)

Motion was made to approve ordinance 23-05 on second and final reading. Moved by Alderman Meyer, seconded by Vice-Mayor Povlin; roll call vote, Alderman Burnette, yes; Alderman Meyer, yes; Vice-Mayor Povlin, yes; Alderman White, yes; Mayor Williams, yes; motion passed.

Ordinance 23-07, Ordinance of The Town of Farragut, Tennessee Adopting the Annual Budget for the Fiscal Year Beginning July 1, 2023, and Ending June 30, 2024

Motion was made to approve Ordinance 23-07 on second and final reading. Moved by Alderman Meyer, seconded by Vice-Mayor Povlin. Mike Mitchell, 716 Brixworth Blvd., expressed some concerns regarding Ordinance 23-07. After much discussion, a roll call vote

was taken. roll call vote, Alderman Burnette, yes; Alderman Meyer, yes; Vice-Mayor Povlin, yes; Alderman White, yes; Mayor Williams, yes; motion passed.

First Reading

Ordinance 23-08, Ordinance to amend the Farragut Municipal Code, Chapter 2, Article 6-Finance, Section 2-299, Authorization of Purchases, by deleting in its entirety and substituting new language for purchasing authorization.

Motion was made to approve ordinance 23-08 on First reading. Moved by Alderman Meyer, seconded by Vice-Mayor Povlin; roll call vote, Alderman Burnette, yes; Alderman Meyer, yes; Vice-Mayor Povlin, yes; Alderman White, yes; Mayor Williams, yes; motion passed.

Business Items

Approval of Professional Services Agreement with Cannon & Cannon, Inc. for Engineering Services for Design of Pedestrian Crossings at Grigsby Chapel Road and McFee Road.

Motion was made to approve the Professional Services Agreement with Cannon & Cannon, Inc. in the amount of 22,500. Moved by Vice-Mayor Povlin seconded by Alderman Meyer.

Three resident comments:

Clark Brekke - 708 Pryce Farm

George Ellis – 12650 Brass Lantern

Craig Smith – 12651 Brass Lantern

After discussion, a roll call vote was taken, Alderman Burnette, yes; Alderman Meyer, yes; Vice-Mayor Povlin, yes; Alderman White, yes; Mayor Williams, yes; motion passed.

Approval of Contract 2024-01, On-Call Road Maintenance

Motion was made to approve Contract 2024-01 with Pavement Restorations., Inc. in the amount of 80,000. Moved by Alderman Meyer, seconded by Mayor Williams; voting yes, Mayor Williams, Vice-Mayor Povlin, Aldermen Burnette, Meyer and White; no nays; motion passed.

Approval of Contract 2024-02, On-Call Pavement Markings

Motion was made to approve Contract 2024-02 with Volunteer Highway Supply Company Inc. in the amount of 50,000. Moved by Alderman Meyer, seconded by Vice-Mayor Povlin; voting yes, Mayor Williams, Vice-Mayor Povlin, Aldermen Burnette, Meyer and White; no nays; motion passed.

Approval of Contract 2024-03, On-Call Guardrail Maintenance

Motion was made to approve Contract 2024-03 with Roadway Solutions, LLC in the amount of 15,000. Moved by Alderman Meyer, seconded by Mayor Williams; voting yes, Mayor Williams, Vice-Mayor Povlin, Aldermen Burnette, Meyer and White; no nays; motion passed.

Approval of Contract 2024-04, On-Call Traffic Signal Maintenance

Motion was made to approve Contract 2024-04 with Progression Electric, LLC in the amount of 60,000. Moved by Alderman Meyer, seconded by Mayor Williams; voting yes, Mayor Williams, Vice-Mayor Povlin, Aldermen Burnette, Meyer and White; no nays; motion passed.

Approval of State of Tennessee Contract No. 00719 to Purchase Fuel

Motion was made to approve State Contract No. 00719 WEX for fuel purchases. Moved by Alderman Meyer, seconded by Mayor Williams; voting yes, Mayor Williams, Vice-Mayor Povlin, Aldermen Burnette, Meyer and White; no nays; motion passed.

Approval of request for re-appointment to Visual Resources Review Board

Motion was made to approve request for re-appointment to Visual Resources Review Board for Brittany Moore & Derek Wright. Moved by Vice-Mayor Povlin, seconded by Alderman Meyer; voting yes, Mayor Williams, Vice-Mayor Povlin, Aldermen Burnette, Meyer and White; no nays; motion passed.

The meeting adjourned at 7:29 PM.

Ron Williams, Mayor

Allison Myers, Town Recorder

Farragut Municipal Planning Commission

Annual Report – FBMA June 22, 2023

During the past fiscal year, the FMPC has been very busy. We have approved and/or reviewed the following:

1. Five final plats (Meadows at McFee Phase 2, Grove at Boyd Station Phases 1 and 2, Keeney Subdivision off Union Road, Ivey Farms Phases 2 and 3) for subdivisions involving a total of 246 house lots.
2. A concept and site plan for 47 townhomes at the Biddle Farms.
3. A concept plan for a neighborhood convenience commercial development along N. Watt Road near the Town limits.
4. A concept plan for a rural large lot subdivision at the southwest corner of Evans Road and Virtue Road.
5. Seven notable site plans involving Chase Bank, Current Watersports, the Grove at Boyd Station amenity center, Gordon Medical Office, a Gymnasium addition at Concord Baptist, Building Three at Little Turkey Creek Commons, the Knoxville Temple, and currently reviewing a site plan for a major development at the northwest intersection of N. Watt Road and Kingston Pike.
6. Major utility projects involving eight new small cell poles, transmission line upgrades and a substation for LCUB, and numerous fiber installation projects.
7. A site plan for a new macro cell tower to improve cellular service around the Knox County Schools off West End Avenue.
8. Text amendments involving ballfield lighting and updates to the sign ordinance.
9. Amendments to the Future Land Use Map (FLUM) in the Comprehensive Land Use Plan (CLUP) for the Boring Road, Smith Road, Kingston Pike Study Area and updates to the overall FLUM to have the land uses match developed densities of existing subdivisions.

For the upcoming fiscal year, we would like to work on the following:

1. Provide input and assistance to the consultant that the Town has hired to update the CLUP and to develop a vision plan with recommendations for the Mixed-Use Town Center area.
2. Review and provide input on major projects involving the remainder of the Biddle Farms development, the developments at both S. and N. Watt Road and Kingston Pike, the southwest portion of the Town, and Outlet Drive.
3. Assist staff in making updates to the Subdivision Regulations and amendments to the Zoning Ordinance where desired.

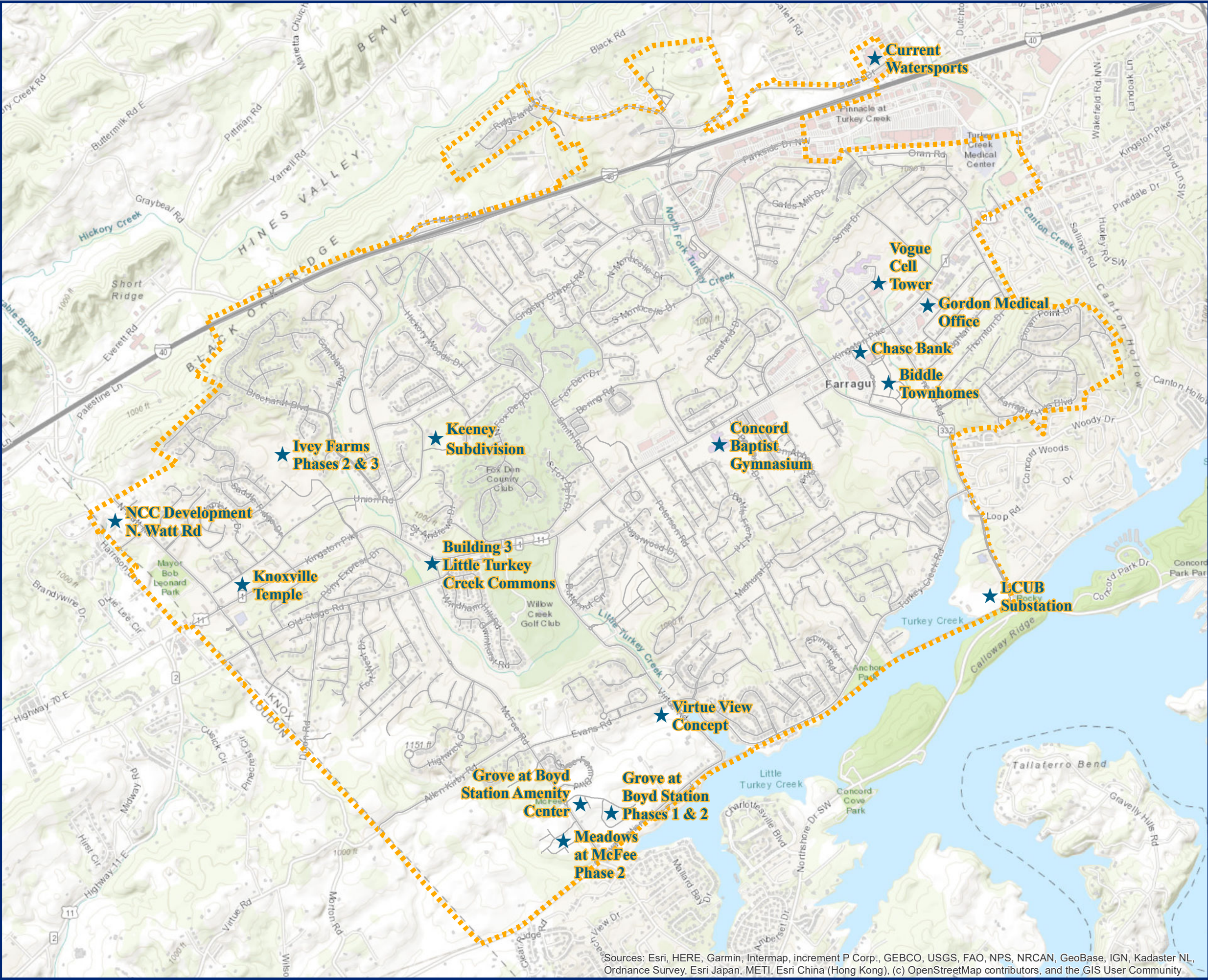


FMPC
Annual Report 2023

- ★ FMPC 2023 Location
- Town Limit
- Streets



1 inch = 2,800 feet Map Prepared: June 2023



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Lauren Cox, Park Manager / Ron Oestreich, Parks and Recreation Director

SUBJECT: Annual Update of Parks and Athletics Council

INTRODUCTION: This is the annual update of activity for the Parks and Athletics Council for fiscal year 2022/2023.

DISCUSSION:

Goal 1 - Serve as the jury for discrepancies during field allocation.

- The Parks & Athletics Council successfully held two field allocation meetings.

Goal 2 - Make recommendations and select 2023 Independence Day Grand Marshal.

- The Parks & Athletics Council recommended and voted for Farragut High School football coach Eddie Courtney.

Goal 3 - Make recommendations based on staff research regarding park amenities and outdoor rental fees.

- The Parks & Athletics council made the following fee recommendations:
 - Changes to the regulations, hours, and fees for Pickleball/Tennis/Basketball Courts at McFee Park.
 - Changes to allocation for Tennis courts at McFee Park
 - Changes to natural turf tournament fees
 - Changes to the Great Pavilion rental fees
 - Approving new fees for Great Lawn rental

Goal 4 - Participate in Freaky Friday Fright Nite

- Four representatives from the Parks & Athletics Council attended Freaky Friday Fright Nite and helped hand out candy with other TOF committees.

Goal 5 - Kick off Light the Park during the holiday season.

- The Parks & Athletics Council kicked off the Light the Park holiday event by handing out cookies to the community at Founders Park.

Additional achievements:

- The Parks & Athletics Council made a recommendation to support the 2023 LPRF Grant Application

REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY:** Allison Myers, Finance Director/Town Recorder**SUBJECT:** **Ordinance 23-08**, Ordinance to amend the Farragut Municipal Code, Chapter 2, Article 6-Finance, Section 2-299, Authorization of Purchases, by deleting in its entirety and substituting new language for purchasing authorization.**BACKGROUND:**

The Town's Charter (state law) provides that formal sealed bids shall be obtained for all expenditures of an amount to be set by ordinance up to \$10,000. In 2007, the Municipal Code was amended to raise the bidding threshold to this limit. Although other parts of the Town's purchasing policy have changed since then, the bid threshold has not because the state law limit has remained constant.

DISCUSSION: The Charter has not been changed; the Governor recently signed a new law which modified a different section of state law (Tenn. Code Ann. 12-3-1212). This change provides that regardless of any specific state law requirements, towns and cities without centralized purchasing offices may increase the competitive sealed bidding threshold up to \$25,000, with three written quotes being required for amount up to 40% of the threshold chosen.

Staff believes it is in the best interest of the Town to amend the Municipal Code to increase the competitive bidding thresholds to the full amounts allowed by the recent state law change. Specifically, a formal publicly advertised bid process will be used for expenditures over \$25,000. For purchases between \$10,000 and \$24,999, three quotes must be obtained. These increased thresholds will greatly reduce the workload for staff in preparing formal requests for bids and agenda items. Over the past two years, approximately 25 purchases or contracts would not have had to go to the board for approval.

RECOMMENDATION BY: Allison Myers, Finance Director/Town Recorder**PROPOSED MOTION:** Motion to approve Ordinance 23-08 on second and final reading.**BOARD ACTION:****MOTION BY:** _____ **SECONDED BY:** _____

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

DIVISION 2. PURCHASING REGULATIONS

Sec. 2-299. Authorization of purchases

Current Farragut Municipal Code

Public advertisement and competitive bidding shall be required for the purchase of all goods and services exceeding an amount of \$10,000 except for those purchases specifically exempted from advertisement and bidding by the Municipal Purchasing Law of 1983 (T.C.A. § 6-56-301 et seq.). All purchases shall be made in accordance with the Municipal Purchasing Law of 1983 (T.C.A. § 6-56-301 et seq.), this division and purchasing policies and procedures approved by the governing body.

(Code 2007, § 5-202; Ord. No. 11-02, § 1, 3-10-2011)

New Ordinance 2-299

Public advertisement and competitive bidding shall be required for the purchase of all goods and services exceeding the maximum applicable threshold established pursuant to T.C.A. § 12-3-1212 (\$25,000.00), except for those purchases specifically exempted from advertisement and bidding by the Municipal Purchasing Law of 1983 (T.C.A. § 6-56-301 et seq.). All purchases shall be made in accordance with the Municipal Purchasing Law of 1983 (T.C.A. § 6-56-301 et seq.), this division, and purchasing policies and procedures adopted and approved by the governing body.

ORDINANCE:	23-08
PREPARED BY:	Myers
DATE:	_____
1ST READING:	_____
2ND READING:	_____
PUBLISHED IN:	_____
DATE:	_____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE TOWN OF FARRAGUT TENNESSEE, PURSUANT TO AUTHORITY GRANTED BY SECTION 6-2-201, TENNESSEE CODE ANNOTATED, BY AMENDING CHAPTER 2-ADMINISTRATION, ARTICLE 6-FINANCE, DIVISION 2. PURCHASING REGULATIONS, SECTION 2-299. AUTHORIZATION OF PURCHASES, TO REPLACE THE EXISTING SECTION 2-299 IN ITS ENTIRETY WITH A NEW ORDINANCE

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend Chapter 2, Article 6-Finance, Division 2-Purchasing Regulations, Section 2-299, Authorization of Purchases, of the Code of Ordinances of the Town of Farragut, to replace the existing Authorization of Purchases with a new Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, that Article 6, Division 2, Section 2-299, Authorization of Purchases, of the Code of Ordinances of the Town of Farragut, is hereby amended as follows:

SECTION 1.

The existing Code of Ordinances of the Town of Farragut, Chapter 2, Article 6, Division 2, Section 2-299, Authorization of Purchases, is amended by deleting it in its entirety and substituting in lieu thereof the following:

Chapter 2 – Administration.

Section 2-299. Authorization of purchases.

Public advertisement and competitive bidding shall be required for the purchase of all goods and services exceeding the maximum applicable threshold established pursuant to T.C.A. § 12-3-1212 (\$25,000.00), except for those purchases specifically exempted from advertisement and bidding by the Municipal Purchasing Law of 1983 (T.C.A. § 6-56-301 et seq.). All purchases shall be made in accordance with the Municipal Purchasing Law of 1983 (T.C.A. § 6-56-301 et seq.), this division, and purchasing policies and procedures adopted and approved by the governing body.

SECTION 2.

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

Ron Williams, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: David Smoak, Town Administrator



SUBJECT: Approval of an Agreement between the Town of Farragut and Smithfield Homeowners Association

INTRODUCTION: The purpose of this agenda item is to approve an agreement between the Town of Farragut and the Smithfield Homeowners Association for infrastructure repairs.

BACKGROUND: Smithfield subdivision located to the east of Smith Road near the intersection of Grigsby Chapel Road was established in the early 1990's and has 40 lots. When the subdivision was first developed there were oak trees planted in the six-foot grass strip between the sidewalk and the street that have grown over the years and provide a beautiful streetscape for the neighborhood.

DISCUSSION: Although street trees are encouraged in our subdivision design regulations, the use of oak trees in such a tight space is problematic due to how large the trunks get and the damage that can occur as the root systems continue to mature. In the case of Smithfield subdivision, our public works department has been making numerous repairs to the sidewalks and catch basins for several years due to damage the roots from these street trees are causing.

Early this year staff identified Smithfield subdivision as needing to be repaved during the annual repaving program. Staff had discussions with the neighborhood and provided them options to repair the existing sidewalks and streets, which included the removal of all sidewalks (no future repair costs needed), bridging over the existing tree root systems in 36 areas that need to be repaired (the HOA would pay for future repair costs due to root issues) and then milling and repaving the streets. The neighborhood decided it was very important to them to preserve the trees and keep their sidewalks as well.

The attached agreement provides the town will make the necessary milling and repaving of the streets in the subdivision as is standard in all town residential subdivisions. If future repairs are needed due to root damage caused by the trees in the subdivision prior to the useful life of the streets being reached, the Smithfield HOA would be responsible for the cost of those repairs. In addition, any future sidewalk, curb or drainage inlet repairs that would need to be made due to root damage, the Smithfield HOA would also be responsible for the cost to repair. All repairs would be the responsibility of the Town of Farragut and at the Town's sole discretion to decide on the method of repair.

FINANCIAL SECTION: The costs to repave the streets and perform sidewalk repairs are included in the FY23 repaving contract with APAC Atlantic, Inc.

RECOMMENDATION BY: Town Administrator David Smoak for approval.

PROPOSED MOTION: To approve the attached agreement between the Town of Farragut and the Smithfield Homeowners Association

BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

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

AGREEMENT, RESTRICTIVE COVENANT AND SECURITY AGREEMENT

This **AGREEMENT, RESTRICTIVE COVENANT AND SECURITY AGREEMENT** (the “Agreement”) is entered this ____ day of _____, 2023 by and between the **TOWN OF FARRAGUT**, a Tennessee municipal corporation, (the “Town”), and the **SMITHFIELD HOMEOWNERS’ ASSOCIATION**, a not-for-profit corporation (the “Association”) (the Town and Association are referenced herein as the “Parties”).

***** W I T N E S S E T H *****

WHEREAS, the Town owns and controls the public rights-of-way that are located within the limits of the Town, including the rights-of-way that are within the Smithfield subdivision (Smithfield”); and

WHEREAS, contained within the rights-of way of Smithfield are paved roadbeds, sidewalks, and landscaped strips that are generally six (6) feet in width that separate the sidewalks from the curb and gutters (the “Road Verge Areas”); and

WHEREAS, the Association has enjoyed planted trees within the Road Verge Areas that have matured over time to the point that, as the root systems of the trees grow and become more mature, the root systems are displacing and causing damage to the sidewalks and streets in numerous places in Smithfield; and

WHEREAS, such displacement and damage to the sidewalks have created uneven surfaces in the sidewalks that are potentially unsafe for use by the public; and

WHEREAS, the Town had advised Smithfield that in order to remedy these potentially unsafe conditions it must remove, or in the alternative, repair the sidewalks within the rights-of-way of the subdivision and in so doing remove the trees, so as to prevent a recurrence of similar displacement and damage to any replacement sidewalks; and

WHEREAS, at the request of the Association, the Town has devised a method of repairing the sidewalks that removes the unsafe conditions, but would also allow the preservation of the trees, a solution the Association prefers as it desires to retain the mature trees in the Road Verge Areas; and

WHEREAS, the Town has developed a method that its representatives believe will allow the trees to be preserved, the specifications and details of which are described on the attached documentation which is incorporated herein by reference and which is designated as **Exhibit A** (the “Plan”); and

WHEREAS, the employment of the Plan will result in the continuation of the growth of the root systems of the trees for a period of time that is estimated to be substantially shorter than would be the normal useful life of newly installed sidewalks were the trees permanently removed thereby completely eliminating the cause of potential future damage; and

WHEREAS, the Town is currently unwilling to agree to employ the Plan in order to preserve the existing trees, knowingly using its funds to currently install sidewalks that will have

a shorter useful life, unless the Association on behalf of itself and its members, agrees as provided herein that in the future it will bear the costs incurred by the Town when future replacement becomes necessary to replace the sidewalks currently being installed pursuant to the Plan, such replacement to occur at the time when the Town determines, in its sole discretion, that the health, safety and welfare of the public requires the removal and replacement of the sidewalks; and

WHEREAS, the Parties hereto desire to memorialize the terms and conditions of their agreement with respect to the current replacement of the sidewalks pursuant to the Plan and the future repairs of the Road Verge Areas, the roadways and the replacement of the sidewalks in Smithfield.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the Parties do hereby agree as follows:

1. Recitals. The recitals hereinabove set forth are accurate and are incorporated herein by reference with the same legal force and effect as though repeated herein verbatim.

2. Responsibility for Rights-of-Way; Purpose of the Agreement. The Parties acknowledge that the sidewalks, Road Verge Areas, curbs, gutters and roads within Smithfield are within the public right-of-way owned by the Town, and that by reason of such ownership, duties are owed by the Town with respect to the proper maintenance and care of the rights-of-way, which are created and maintained to be used by the public as ways of ingress and egress for members of the Association. Moreover, the Parties acknowledge that it is not the intention of this Agreement for the Town to delegate in any way its responsibilities for designing and maintaining its rights-of-way in Smithfield. Rather the Parties agree that it is the purpose and intent of this Agreement to provide for an allocation between the Parties the future costs to the Town resulting from its agreement to accommodate the requests of the Association to employ the Plan and to preserve the trees in the Road Verge Areas.

3. The Plan. Conditioned upon the Association, for itself and its members, agreeing to the terms hereof and submitting this Agreement for recording in the Knox County Register's office, such that it will run with land owned by the Association, the Town agrees to remedy the current deficiencies in the sidewalks located in Smithfield in accordance with the specifications as outlined in the Plan, and without removing the trees that are located under and adjacent to the sidewalks.

4. Town's Responsible Cost of the Current Improvements. The Town will bear the professional costs to develop and engineer the Plan, and will also construct the sidewalks in accordance with the Plan at its expense inasmuch as it would be responsible for such costs to make these improvements to its rights-of-way in Smithfield, in the absence of this Agreement.

5. Association Responsible for Costs of Future Expense to Replace Sidewalks and to Repair or Replace Curb and Gutter and Roadways. The useful life of subdivision sidewalks built to the Town's specifications would be 50+ years. The useful life of the asphalt surface to the streets built to the Town's specifications would be approximately 25 years.

Because of the continued growth and presence of the trees and their root systems in the Road Verge Areas, the Town will incur expenses, sooner than it would have had the current project been, as preferred by the Town, the removal of the trees and their root systems followed by the repair and/or removal and replacement of the sidewalks. When the Town determines in the future that the replacement sidewalks installed pursuant to the Plan must be repaired or replaced, the Association agrees to pay the costs to the Town of repairing and/or replacing the sidewalks and any costs to repair the damage to the curbs, drainage inlets within Smithfield caused by the continued growth of the root systems of the trees. When the Town determines in the future that asphalt streets must be repaired because of damage caused by the root systems of the trees, the Parties hereto agree that the party responsible to bear the cost of repairing the asphalt streets will depend upon the length of time the streets that are currently being resurfaced have lasted before resurfacing is again required. If it is determined before 2049 (the end of the useful life of the current street surface), that resurfacing is required, then the Association will bear the cost of the resurfacing. If it is not determined that resurfacing of the streets is required until after 2049, then the Town will bear the cost of resurfacing. Consistent with the foregoing, the decisions with respect to when and specifications for making modifications to, or to take actions with respect to repairs and maintenance now and in the future remain decisions within the discretion and control of the Town.

6. Methods of Collection Available to the Town. The Association hereby grants the Town a security interest in its right to receive assessments from its members as security for the amount the Association is obligated to pay the Town for the costs resulting from the provisions of Section 5 hereof. The Association acknowledges that pursuant to Tenn. Code Ann. §6-2-201(3) and (16)(A) in the event Association does not pay the Town all of the expenses to which the Town is due pursuant to Section 5, the Town has the authority to assess a portion of the cost of the sidewalk and other improvements upon the private property owned by members of the Association that abuts on or is adjacent to the sidewalks or other public infrastructure being repaired or replaced.

7. Mediation. Notwithstanding any provision in this Agreement to the contrary, in the event (i) a dispute develops between the Parties concerning any matter in connection with this Agreement and (ii) if such dispute cannot be resolved, then unless immediate injunctive or similar equitable relief is necessary, the Parties agree that such matters shall first be submitted for mediation using a mediator located in Knoxville, Tennessee and mutually agreed to by the Parties with the Parties sharing equally in the cost of such mediator. Such mediation shall occur within thirty (30) days of the dispute being brought to the attention of the other party or at such other time as agreed upon by the Parties in good faith and without delay. Except in such situation where immediate injunctive or other immediate equitable relief is necessary, only if such mediation is unsuccessful and the Parties are unable to resolve the matter or matters in conflict, may either party proceed with litigation.

8. Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments, addendums, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all

prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The Parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any proposal or other agreement between the Parties not made a part of this Agreement, the terms and conditions of this Agreement shall supersede and control.

9. Notices. All notices and communications under this Agreement shall be made in writing, signed by the Party making the same, shall specify the section of this Agreement pursuant to which it is given, and shall be deemed given on the date delivered if delivered in person or on the third (3rd) business day after mailed if mailed certified mail (with postage prepaid), return receipt requested, as follows:

If to Association:

If to the Town:

David Smoak, Town Administrator
Town of Farragut - Town Hall
11408 Municipal Center Drive
Farragut, TN 37934

With a copy to:

Thomas M. Hale, Esq.
Kramer Rayson LLP
800 S. Gay Street, Suite 2500
Knoxville, Tennessee 37929
865.525.5134

or to such other representative or to such other address as the Parties hereto may furnish to the other Parties in writing. If notice is given pursuant to this section of a permitted successor or assigns of a Party of this Agreement, then notice shall be given as set forth above to such successor or assign of such Party.

10. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the court may modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

11. Amendments. No amendment to or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing and signed by each Party.

12. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

13. Assignment. This Agreement may not be assigned by either party. Subject to the foregoing, all of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors and assigns of the Parties. Any attempted assignment of this Agreement by either party in violation of this Paragraph 11 shall be null and void.

14. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

15. Choice of Law. This Agreement and all related documents, including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Tennessee, without giving effect to the conflict of law provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Tennessee.

16. Choice of Forum. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in any United States federal court or state court located in the State of Tennessee in the County of Knox, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

17. WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

18. Attorneys' Fees. In the event that the Town institutes any legal suit, action, or proceeding against the Association arising out of or relating to this Agreement, the Town, if it is the prevailing party, shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by the Town in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

19. Counterparts. This Agreement may be executed in counterparts by one or more of the Parties hereto at different locations and at different times it being the intent of the Parties that all copies of the same when signed by all of the Parties hereto shall constitute binding originals with the Effective Date first written above. Signature pages delivered electronically (in pdf or other similar format) or by facsimile shall be considered binding.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Smithfield Homeowners' Association

The Town of Farragut

By: _____

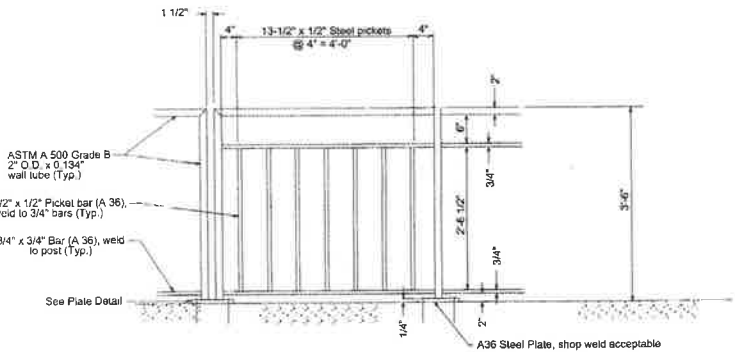
By: _____

Ron Williams, Mayor

Its: _____

EXHIBIT A

PROJECT No.	YEAR	SHEET No.
15W-5-0591	2023	38
REVISIONS		
No.	DATE	BY



DECORATIVE BLACK STEEL HANDRAIL DETAILS
N.T.S.

Vertical tubes and bars will be constructed and installed to be plumb. Horizontal tubes and bars will be constructed and installed to be parallel with the top of the sidewalk.

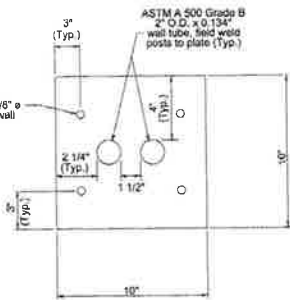
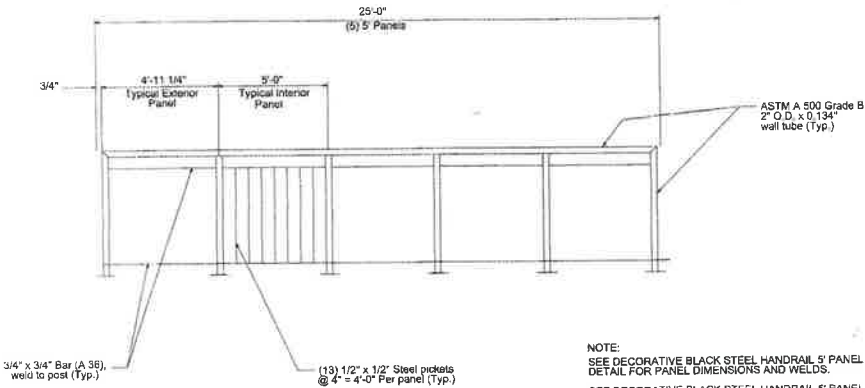
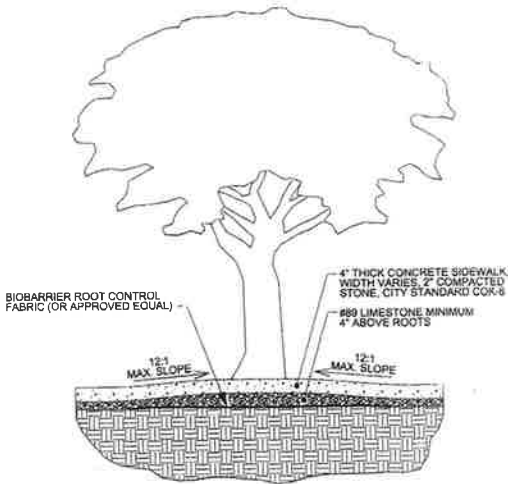


PLATE DETAIL
N.T.S.



DECORATIVE BLACK STEEL HANDRAIL 25' SECTION
N.T.S.

NOTE:
SEE DECORATIVE BLACK STEEL HANDRAIL 5' PANEL DETAIL FOR PANEL DIMENSIONS AND WELDS.
SEE DECORATIVE BLACK STEEL HANDRAIL 5' PANEL DETAIL FOR ANGLE POINTS, AND TERMINAL POINTS.



- NOTES:
- EXISTING CONCRETE SIDEWALK REMOVAL SHALL BE DONE WITH CARE AS NOT TO DAMAGE THE EXISTING TREE OR ITS ROOT SYSTEM
 - CONCRETE SHALL BE BROKEN INTO MANAGEABLE PIECES REMOVABLE BY EITHER A SKID STEER LOADER OR BY HAND IF NECESSARY

RAMPING DETAIL
N.T.S.



CITY OF KNOXVILLE
DEPARTMENT OF ENGINEERING

CONSTRUCTION DETAILS

2025 SIDEWALK
REPLACEMENT PROJECT

5/15/2023

DESIGNED BY
CHECKED BY
DATE: 5/15/23
APPROVED BY

REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY:** Mark Shipley, Community Development Director**SUBJECT:** Approval of a request for a variance from the distance between driveways requirement, as provided for in the Driveways and Other Access Ways Ordinance, in association with a proposed access onto Kingston Pike for the Knoxville Tennessee Temple, 13001 Kingston Pike, Zoned C-1, 5.26 Acres (Moody Nolan, Applicant)

INTRODUCTION AND BACKGROUND: At the May 18, 2023, Planning Commission meeting, a site plan was approved for a temple for the Church of Jesus Christ of Latter-Day Saints on a parcel west of Christ Covenant Presbyterian Church and east of the relatively new Fast Pace Urgent Care facility. The property is 5.26 acres and is zoned General Commercial. The property fronts along both Kingston Pike and Fleenor Road.

The site plan that was approved included a vehicular connection to the access that was stubbed into the property when the Fast Pace Urgent Care was completed recently to the west. In addition, the applicant requested a full access to the east along Kingston Pike that would be roughly 307 feet from the Urgent Care facility access. Since Kingston Pike is classified as a Major Arterial Street, the minimum distance between accesses is 400 feet. Thus, the requested access on the east portion of the property required a variance of 93 feet from the distance between driveways requirement in the Driveways and Other Access Ways Ordinance.

DISCUSSION: In review of the variance request, staff noted that a consideration would be whether a right in/right out access should be recommended for the eastern access. Staff indicated that this was discussed with the Town Engineer, and he was in agreement that, while a right in/right out access is always a better safety option (at any location), the full access proposed for this development and associated variance of 93 feet is reasonable. When the property on the opposite side of Kingston Pike is developed, the Planning Commission and Board of Mayor and Aldermen can consider access options that would mitigate conflicts in the center turn lane of Kingston Pike. Currently, there are no accesses on the south side of Kingston Pike within 400 feet of the applicant's proposed access.

RECOMMENDATION: The Planning Commission unanimously recommended approval of the variance because the property is less than 400 feet in width and the applicant is connecting to the cross access from the Fast Pace Urgent Care facility. The parcel to the east of the applicant's property is also only 1.3 acres with limited developable area and thus will not likely create significant traffic counts or conflicts with the applicant's proposed access and associated variance.

PROPOSED MOTION: To approve the proposed full access and variance of 93 feet from the distance between driveways requirement in the Driveways and Other Access Ways Ordinance.

BOARD ACTION:**MOTION BY:** _____ **SECONDED BY:** _____

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



3D VIEWS- FRONT FACADE KINGSTON PIKE TEMPLE (SCALE: N.T.S.)



3D VIEWS- BACK FACADE KINGSTON PIKE TEMPLE (SCALE: N.T.S.)

LOSE DESIGN
SPACES FOR LIFE. LD #

#	DATE	CHANGE DESCRIPTION

Knoxville Tennessee
13001 KINGSTON PIKE, KNOXVILLE, TN 37924
THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS
300 SPRUCE STREET
SUITE 300
COLUMBUS, OHIO 43260
PHONE: (614) 461-2800
FAX: (614) 280-8888
MOODY-NOLAN

DRAWING TITLE:
SITE ACCESS DIAGRAM

04/17
DRAWN BY: GE
2
SHE
CONSTR

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: David Smoak, Town Administrator



SUBJECT: Approval of a Letter of Intent to Purchase Property off McFee Road and Adjacent to the Railroad Track in Farragut, Tennessee, being a portion of Knox County Tax Map 162, parcels 24.02 and 24.03

INTRODUCTION: The purpose of this agenda item is to approve a letter of intent to purchase property off McFee Road and adjacent to the railroad track in Farragut, TN, being a portion of Knox County Tax Map 162, parcels 24.02 and 24.03.

BACKGROUND: The Town of Farragut has four main park facilities for its residents and the surrounding community. The most recent park addition at McFee Park has a variety of activities that include rectangular fields, tennis/pickleball courts, multipurpose court, splashpad, playground, great lawn and numerous walking trails. More open space, parks and town greenways are always high on the list of citizens requests each time we update our parks and recreation master plan.

DISCUSSION: Currently, the Town of Farragut has no additional acreage to grow and enhance our park facilities for our citizens and the surrounding community. The Town has been in discussion with the Scott family about the potential purchase of a portion of their land located adjacent to McFee Road and directly north of the railroad tracks at the southwestern boundary of the Town of Farragut. The attached Letter of Intent (LOI) outlines the parameters of an agreement between the town and the property owner to purchase 55 acres of land for a total of \$5,500,000. To coincide with the purchase of the 55 acres of land, the Scott family would then donate 15 acres of land, which would give the town a total of 70 acres of property for this acquisition.

Section 9 of the LOI outlines some requirements of the donated tract to the Town, which would include a restrictive covenant that the property is to only be used for governmental, conservation or park purposes. No building on the donated parcel could have more than a 6,000 sq ft. footprint and all buildings could not exceed 12,000 sq.ft. The town would also agree to plant a landscape buffer on the western boundary of the property in accordance with the Town of Farragut landscape buffer regulations. A final condition for the donated tract is that a 50 foot access easement be granted across the donated tract and the purchase tract to allow connectivity of the remaining farm owned by the Scott family to McFee Road. The location of the access easement would be determined at the time the Town of Farragut conducts a master plan for the property.

The LOI would give the town a 90-day inspection period to survey the property and conduct all environmental assessments needed to ensure the property could be developed in the future. During this inspection period, the Town may elect to withdraw from the agreement for any reason without penalty. A contract will be developed outlining in more detail the parameters included in the LOI, with a closing date of no later than November 15, 2023.

STRATEGIC PLAN: The purchase of this property would meet the Town of Farragut's critical success factor of "Connecting our Community with Excellent Parks, Greenways, Trails, Sidewalks and Recreation Programs". Meeting this goal will allow Farragut to provide a variety of experiences for residents and visitors through our

parks, greenways and trails, community focused events and a growing portfolio of recreation programs that enhance the quality of life for people of all ages.

FINANCIAL SECTION: The financial section below reflects the FY2024 budget as adopted by the Board of Mayor and Aldermen on June 8, 2023

Line Item: <u>Capital Investment Fund: 310-41120-9113</u>			
<u>Total Budget</u>	<u>Current Expenditures</u>	<u>Encumbrances to Date</u>	<u>Remaining Amount</u>
<u>\$5,600,000</u>	<u>\$5,500,000</u>	<u>\$0</u>	<u>\$100,000</u>
Approved By: A. Myers			

RECOMMENDATION BY: Town Administrator David Smoak for approval.

PROPOSED MOTION: To approve the attached Letter of Intent to purchase property off McFee Road and adjacent to the railroad track in Farragut, Tennessee, being a portion of Knox County Tax Map 162, parcels 24.02 and 24.03 and to authorize the Town Administrator and Town Attorney to negotiate the terms of the final contract that would be consistent with the Letter of Intent and authorize Mayor Williams to execute the final contract.

BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

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

June 22, 2023

Via U.S. Mail

Mr. Timothy C. Scott
9528 Mobile Drive
Knoxville, TN 37923

Re: Letter of Intent to Purchase Property off McFee Road and Adjacent to the Railroad Track in Farragut, Tennessee, being a portion of Knox County Tax Map 162, parcels 24.02 and 24.03

Dear Mr. Tim Scott:

As the Town Administrator of the Town of Farragut (the "Town" or "Purchaser"), I have been authorized by the Board of Mayor and Alderman of the Town to present the following Letter of Intent to assemble and purchase approximately 55 acres (AC) of land, as defined herein, located off McFee Road in Farragut, Tennessee. The property to be purchased would be subject to survey to reflect both the boundary and the total acreage of 70 AC, but is generally as shown on Exhibit A attached hereto, and being a portion of parcels 24.02 and 24.03 of Knox County Tax Map 162.

Below we have outlined the primary substantive points related to the purchase of the subject property. In the event we agree on the terms and conditions contained in this Letter of Intent, we will prepare a formal Real Estate Purchase and Sale Agreement (the "Agreement") which will embody the terms and provisions set forth below, together with such other terms, conditions and provisions as are mutually acceptable to Purchaser and Seller.

The primary substantive points for the purchase of the property are as follows:

1. PURCHASER

The Town of Farragut, a municipal corporation organized and existing under the laws of the State of Tennessee.

2. SELLER

Mr. Timothy C. Scott
9529 Turnbridge Lane
Knoxville, TN 37922

Mr. Todd Scott
1700 Evening Shade Lane
Knoxville, TN 37919

3. PROPERTY

(a) Purchase Tract – That certain piece, parcel or lot of land, together with any improvements thereon, situated in the Town of Farragut, Tennessee consisting of approximately 55 acres (more or less) as shown on the attached Exhibit "A".

(b) Donation Tract – That certain piece, parcel or lot of land, together with any improvements thereon, situated in the Town of Farragut, Tennessee consisting of approximately 15 acres (more or less) as shown on the attached Exhibit "A".

The Purchase Tract and the Donation Tract are collectively referred to herein as the "Property".

4. PURCHASE PRICE

The Purchase Price for the Purchase Tract shall be One Hundred Thousand 00/100 Dollars (\$100,000.00) per AC based upon Purchaser's final survey which shall be mutually agreed upon by the parties and shall be paid in cash at closing in accordance with the Agreement, and subject to the conveyance by gift of the Donation Tract by Seller to Purchaser. The parties agree that the value of the Donation Tract is One Hundred Thousand Dollars (\$100,000.00) per acre.

5. EARNEST MONEY DEPOSIT

Within five (5) business days after execution of the Agreement, an initial earnest money deposit of Fifteen Thousand and 00/100 Dollars (\$15,000.00) for (which, along with accrued interest thereon, constitutes the "Earnest Money") will be delivered by Purchaser into escrow with Purchaser's title company, Tennessee Valley Title Insurance Company, acting as Escrow Agent. The Earnest Money will be held by the Escrow Agent until Closing and credited toward the Purchase Price or paid over to the appropriate Party in accordance with the Agreement.

The Agreement shall include a provision that allows Purchaser, upon written notice to Seller to terminate the Agreement at any time and for any reason up until the expiration of the Inspection Period which shall be for a period of ninety days commencing on the date that Agreement is executed by both parties. Should Purchaser terminate the Agreement as permitted, the full amount of the Earnest Money, together with any and all interest, if any, accrued thereon, will be refunded to Purchaser upon Purchaser's written notice to the Escrow Agent. The Agreement will provide that upon expiration of the Inspection Period, the Earnest Money will become non-refundable subject to becoming refundable upon default by Seller or failure of closing conditions provided herein. For example, upon expiration of the Inspection Period, the Earnest Money becomes non-refundable if Purchaser's failure to complete the transaction is a result of

issues that should have been discovered during the 90-day inspection period such as good and marketable title to the Property, available access to the Property, approval of resubdivision of the property to create the Purchase Tract and the Donation Tract, and/or the physical characteristics and/or condition of the Property, including but not limited to environmental and subsurface conditions. It is understood that to avoid loss of the Earnest Money, the acceptability of the Property to Purchaser for any of these reasons should be determined during the 90-day initial Inspection Period. The Agreement will provide that anything to the contrary set forth in this Letter notwithstanding, Purchaser will have the right to terminate the Agreement as to the Property for any reason whatsoever.

6. DELIVERIES

Seller will make available (or cause to be made available) to Purchaser to the extent within the possession of Seller or Seller's agents all material information with respect to the Property including but not limited to surveys, environmental reports, geo-technical reports, title policies, or any other information requested by Purchaser, herein called the "Deliveries". Seller will deliver (or cause to be delivered) to Purchaser the Deliveries no later than seven (7) business days after full execution of the Agreement. If the Agreement is not executed, or, if the Agreement is executed and the Closing does not occur, then, upon the written request of Seller, all of the Deliveries will be returned by Purchaser to Seller.

7. INSPECTION EXTENSIONS

The Agreement will provide that at Purchaser's option, and upon deposit of an additional amount of Earnest Money ("Extension Earnest Money"), Purchaser may extend the Inspection Period by up to one (1) additional thirty (30) day period ("Inspection Period Extension") and all subsequent time requirements will be extended accordingly. The Agreement will provide that upon the deposit of Ten Thousand and 00/100 Dollars (\$10,000.00) in Extension Earnest Money (such additional funds to be considered as additional Earnest Money and treated in accordance with Article 5 provided, however, that the Extension Earnest Money shall be non-refundable except in the event of default by Seller or failure of closing conditions in Section 12(c)), Purchaser may exercise the First Inspection Period Extension, which extends the initial Inspection Period by 30 days.

8. INSPECTION INDEMNITY

The Agreement will provide that Purchaser will pay all costs incurred in making Purchaser's tests, analyses and investigations and to the extent permitted by law will indemnify, defend and hold Seller harmless from any liens or claims for the cost of any

such tests, analyses and investigations, and any claims with respect to personal injury, damage to real or personal property or death arising out of any such tests, analyses and investigations, excluding, however, claims, costs, expenses and liabilities arising out of the discovery of, or the non-negligent, accidental or inadvertent release of, any hazardous substances or waste resulting from the investigations (unless such hazardous substances or waste are brought onto the Property by Purchaser or Purchaser's agents, employees, consultants or contractors). Purchaser's indemnity of Seller hereunder will survive the rescission, cancellation, termination or consummation of this Letter.

9. CONDITION ON PURCHASE OF PURCHASE TRACT; CONDITION ON DONATION OF DONATION TRACT

The Agreement will contain provisions that condition Purchaser's obligation to purchase the Purchase Tract upon Seller conveying a gift of the Donation Tract by appropriate deed to Purchaser. Such gift by Seller of the Donation Tract shall be delivered simultaneously with the closing of the purchase of the Purchase Tract.

The Agreement will contain provisions that condition the execution and delivery of the deed to the Donation Tract upon execution and delivery of a restrictive covenant in recordable form, and with terms that shall run with the land and bind the Purchaser, and any of Purchaser's successors and assigns, (i) from using the Donation Tract, or any part thereof for the development of any commercial or residential use or purpose, but limiting such use to governmental conservation or park purposes, except that any building constructed for use in connection with such purposes could not exceed a footprint greater than 6,000 square feet or a maximum total square footage of all buildings on the Donation Tract of 12,000 square feet, and (ii) requiring the Town to (a) plant and maintain landscape screening along the westerly boundary of the Donation Tract to serve as a buffer between the Donation Tract and the land owned by Seller to the west of the Donation Tract (the "Retained Tract") that would be in compliance with the Town's regulations governing landscaped buffers and (b) provide an easement at least fifty (50) feet in width for ingress and egress from McFee Road, over and across the Purchase Tract and the Donation Tract, to the Retained Tract (the "Access Easement"), the location of which shall be subject to change at the election of the Town to fit with or accommodate the needs of the access approved in the initial Master Plan approved for the Town's use of the real property being purchased hereunder. After such initial Master Plan is approved, the location of the Access Easement shall not be further changed without the prior written consent of the owner of the Retained Tract, which consent shall not be unreasonably withheld if such changes do not materially adversely affect the access of the Retained Tract to McFee Road and do not materially increase the cost of constructing the driveway from the Retained Tract. The road and any related improvements constructed in the Access Easement (the "Road Improvements") shall comply with the Town's regulations for a public road. When the Purchaser develops and

constructs the public park on the Property, Purchaser shall construct the Road Improvements in the Access Easement at its expense to the point reasonably determined by the Purchaser as required to provide access for such park improvement to McFee Road. The owner of the Retained Tract may, at its option and expense, construct the Road Improvements in the Access Easement to connect to the Road Improvements constructed by Purchaser, or in the event that Purchaser has not constructed any Road Improvements, the owner of the Retained Tract may construct the Road Improvements through the entire Access Easement to McFee Road at its expense. Upon completion, the Road Improvements shall be maintained by the Purchaser as a public road.

10. CLOSING DATE

The closing (the "Closing") will occur on or before the day which is twenty (20) days after the last day of the Inspection Period as it may be extended hereunder, or November 15, 2023 (or the earlier of such other date to which the Seller and Purchaser may agree, such date of the actual Closing being the "Closing Date").

11. CONTRACT PREPARATION

Purchaser will instruct its counsel to prepare the Agreement containing the terms and conditions set forth herein for Purchaser's acquisition of the Property, subject to negotiation and execution by the parties. In addition, the Agreement will contain customary representations and warranties and other terms and conditions, which are not inconsistent with the terms hereof, and which are appropriate for the acquisition of real property of the size, nature and quality of the Property, as agreed upon by Purchaser and Seller.

12. OTHER

The Agreement will include among other items the following:

(a) **Fees and Expenses.**

Purchaser will bear the cost of all transfer/conveyance taxes on the deed of transfer and all recording fees. In addition, Purchaser, as part of its due diligence during the inspection period will order, at Purchaser's expense, an updated survey of the Property, as the case may be, and title commitment. Other Closing costs will be allocated between Purchaser and Seller in accordance with custom in Knoxville, TN. Purchaser and Seller will each pay any fees incurred with its respective attorneys and other consultants.

(b) Prorations.

All items of income and expense relating to the Property, as the case may be, including without limitation real estate taxes, all utilities, and other payments applicable to the Property, as the case may be, and any other matters customarily adjusted at Closing are to be adjusted as of midnight of the day immediately preceding the relevant closing date, all of which will be more particularly described in the Agreement. The Agreement will provide that the Town, as a tax-exempt entity will not be responsible for the payment of any portion of the property tax assessed upon the Property.

(c) Conditions.

In addition to Purchaser's inspections of the Property, Purchaser's acquisition of the Property shall be specifically conditioned upon the following:

- (i) Seller delivering good and marketable insurable title acceptable to Purchaser free and clear of liens, judgements or defects of any kind;
- (ii) Seller certifying all leases and service contracts have been terminated.

13. TITLE

The Agreement shall contain provisions that require that Seller will convey good and marketable fee simple title to the Property, as the case may be, to Purchaser by warranty deed. Such title will be insured pursuant to an ALTA policy (Form B 1970) with all such endorsements as requested by Purchaser. Purchaser will obtain the title insurance commitment during the Inspection Period. The status of title to the Property, as the case may be, must be acceptable to Purchaser and Purchaser's counsel in their sole discretion. Purchaser will pay the costs of all title examinations, and the title insurance premiums.

14. STANDSTILL AGREEMENT

After the execution and delivery of this Letter of Intent, and for a period of thirty (30) days, Seller will not solicit, accept, entertain, consider, negotiate, discuss or pursue any offers or expressions of interest to purchase from any other prospective purchasers regarding the Property to allow the parties to execute the Agreement.

15. NONBINDING NATURE OF LETTER OF INTENT

Seller and Purchaser acknowledge that this Letter is not intended to constitute a binding contract and that a contract will not exist unless and until the parties have executed the definitive contract that is referred to herein as the Real Estate Purchase

and Sale Agreement approved by their respective counsel covering the terms of this Letter and all other terms of the proposed transaction. The parties acknowledge that they have not attempted to set forth herein all essential terms of the subject matter of the proposed transaction, and that such essential terms have not been agreed upon by the parties and are subject to further negotiations, notwithstanding that either or both of the parties may expend substantial efforts and sums in anticipation of entering into a contract.

16. BROKER

Seller and Purchaser each represent and warrant to the other that it has not dealt with any broker in connection with this transaction.

If the general terms and conditions of this Letter are acceptable, please so indicate by executing and returning the enclosed copy of this Letter to the undersigned.

Town of Farragut



David Smoak, Town Administrator

AGREED TO AND ACCEPTED BY:

SELLER

By: _____
Timothy C. Scott

By: _____
Todd M. Scott

Date of Execution by Seller:
June ____, 2023

Mr. Timothy C. Scott
Page 8

PURCHASER: Town of Farragut

By: _____
Ron Williams, Mayor

Date of Execution by Purchaser:
June ____, 2023

REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY:** Darryl Smith, PE, Town Engineer

SUBJECT: Approval of a Professional Services agreement with Cannon & Cannon, Inc. for due diligence investigation of property located off McFee Road and adjacent to the railroad track in Farragut, TN, being a portion of Knox County Tax Map 24.02 and 24.03

INTRODUCTION: The purpose of this agenda item is approval of an agreement with Cannon & Cannon for a “due diligence” study of property the Board is considering purchasing, located at the northwest quadrant of the intersection of McFee Road and Boyd Station Road.

BACKGROUND: Earlier this year Knox County Schools was considering acquisition of a portion of this property for construction of a new school. That transaction did not take place, and the owner recently offered to sell approximately 70 acres of the property to the Town (see attached map). Prior to any major purchase such as this, the Town is obligated to conduct a “due diligence” investigation of the site to assess any potential costs or risks associated with the property and any future uses the Town might consider. The scope of work described in the attached agreement includes professional services associated with an ALTA/Topographic survey, Preliminary Natural Resources Assessment, Threatened and Endangered Species Review, Phase 1 Environmental Site Assessment, and geotechnical exploration. Cannon & Cannon and their subconsultant, S&ME, intend to conduct these investigations and submit deliverables within 90 days of Notice to Proceed, with a lump sum fee of \$71,200.

FINANCIAL SECTION:**Project:**

<u>Total Budget</u>	<u>Contract Amount</u>	<u>Expenditures to Date</u>	<u>Remaining Amount</u>
\$5,600,000	\$71,200	\$5,500,000	\$28,800

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

PROPOSED MOTION: Approval of professional services agreement with Cannon & Cannon, Inc. for engineering services for due diligence investigation of property located off McFee Road and adjacent to the railroad track in Farragut, TN, being a portion of Knox County Tax Map 24.02 and 24.03.

BOARD ACTION:**MOTION BY:** _____ **SECONDED BY:** _____

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

TOWN OF FARRAGUT

PROFESSIONAL SERVICES AGREEMENT

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

Project: McFee Road Property (70ac) Due Diligence

Location: South of McFee Road and West of Boyds Station Road

Description of Project: Due Diligence includes Professional Services associated with ALTA/Topographic Survey, Preliminary Natural Resources Assessment, Threatened and Endangered Species Review, Phase 1 Environmental Site Assessment, and Geotechnical Exploration.

1. **Professional Services.** Contractor agrees to perform the following Basic Services under this Agreement: See **Attachment A** to this Agreement for a description of Basic Services.

2. **Compensation.** Client shall compensate Contractor for the Basic Services as follows: A lump sum fee of \$ 71,200, including reimbursable expenses. In addition, Client shall pay Contractor for additional services that may be requested by the Client beyond the Basic Services in accordance with the hourly rate schedule attached as **Attachment B** to this Agreement.

3. **Schedule.** Contractor shall begin work upon notification of approval of this Agreement by the Board of Mayor and Aldermen and shall complete the work by submitting the deliverables for review within 90 days from receiving authorization to proceed. The schedule for the various meetings and presentations as outlined in the Basic Services shall be agreed upon by the Client and Contractor before beginning work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. **Indemnification.**

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

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

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

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

16. **Miscellaneous.**

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

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

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

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

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

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

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

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

CLIENT:

Town of Farragut

By: _____

Printed
Name: _____

Title: _____

Date: _____

CONTRACTOR:

Cannon & Cannon, Inc.

By: Jeff Beckett

Printed
Name: Jeff Beckett

Title: Transportation Team Lead

Date: 6-9-2023

SCOPE OF SERVICES

DATE: June 9, 2023

PROJECT: McFee Road Property (70 ac) Due Diligence

LOCATION: South of McFee Road and West of Boyds Station Road

CONSULTANT: Cannon & Cannon Inc., Knoxville, Tennessee

SUBCONSULTANT: S&ME, Brad Salsbury, P.E. Knoxville, Tennessee

CONTACT: Jeff Beckett, P.E.

Cannon & Cannon, Inc. appreciates the opportunity to prepare a proposal for professional services for the above-described project. The proposed scope of services for this effort is listed below.

Task 1 – Surveying

Land Survey services will adhere to the Standards of Practice for Land Surveyors as set forth in T.C.A 62-18, Ch.0820-03. The Horizontal and Vertical Control of the survey will be in Tennessee State Plane Coordinates, US survey feet, and North American Vertical Datum, 1988 adjustment (NAVD 88).

Task 1.1: ALTA / NSPS Survey

An ALTA/NSPS Survey will be conducted for the above stated limits. All conditions stated in the “Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys” (Effective February 23, 2016) will be shown on the Map of Survey, as well as the provided Title Commitment and any checked optional items listed on “Table A” of the requirements, if applicable. The final survey will include all aforementioned items, the planimetric location of all improvements, the location or setting of all property corners monumentation), and a Map of Boundary Survey.

The scope includes one round of comments by the Town attorney. Additional comments or revisions will be prepared at an hourly rate of \$200/hr.

Task 1.2: Topographic Survey

A Topographic Survey will be conducted for the above stated limits with recorded data, in sufficient density, to develop a DTM (Digital Terrain Model) of the project. The topographic survey shall include: The location, dimensions, and material (as appropriate) of any physical improvements within the project limits including concrete, pavement, driveways, utilities, drainage structures & pipes, walls, fences, signs, buildings, and mailboxes. Ground elevations are to be obtained a 50-foot interval grid. Additional ground elevations will be located when determined necessary. Surrounding roadways will also be located and shall include pavement markings, curb & gutter, crown & edge of pavement, and top & toe of slopes. Aboveground Utility locations will be acquired from field observations. Delineated Jurisdictional Wetlands will be located once designated by an environmental scientist. City, county or private As-Builts & GIS (Geographic Information Systems) may also be used to help determine the location of utilities within the project limits, if such instruments are available. The Vertical Control and Map of Topographic survey will be in North American Vertical Datum (NAVD 88).

Task 2 – Preliminary Natural Resources Assessment

Task 2A - Jurisdictional Waters Field Services and Reporting

S&ME will provide a team of natural resource specialists to conduct a jurisdictional waters assessment on the site. The purpose of the evaluation is to determine the extent of jurisdictional wetlands and streams present within the site that may be affected by the project and/or require permitting.

Prior to beginning our field effort, S&ME will review readily-available databases (e.g., the National Wetlands Inventory (NWI) mapper, Tennessee Department of Environment and Conservation (TDEC) Public Data Viewer, Natural Resources Conservation Service (NRCS) soil surveys) to identify possible stream and wetland conditions within the site. S&ME will provide two natural resource specialists to identify potentially jurisdictional waters and for each jurisdictional water observed, data forms required for a jurisdictional determination (JD) (i.e., wetland data and stream classification forms) will be completed. Please note that this time estimate assumes reasonable access to all portions of the project, and we assume that you will obtain access authorization for our field personnel.

S&ME will perform a wetland delineation on the subject site in accordance with the *1987 U.S. Army Corps of Engineers (USACE) Wetlands Delineation Manual* (Technical Report Y-87-1) and the *Regional Supplement to the Wetland Delineation Manual: Eastern Mountains and Piedmont Region* (April 2012). This will include an evaluation of the soil, vegetation, and hydrologic characteristics. S&ME will collect soil samples over the suspected wetland area(s) to determine the presence or absence of hydric soils. The soil samples will be collected to a depth of approximately 12 to 18 inches using a shovel or a soil probe.

An S&ME Tennessee Qualified Hydrologic Professional (QHP trained in the Tennessee Department of Environment and Conservation (TDEC) Guidance for Making Hydrologic Determinations (HDs) (Version 1.5, April 2020) will identify drainage features to determine their classification as either jurisdictional ephemeral, intermittent, or perennial streams, or non-jurisdictional features (e.g., swales or gullies). Please note that HDs should not be performed within 48 hours of a significant rain event. Therefore, S&ME will attempt to schedule the jurisdictional waters determination at least two days following a rain event. If it is not possible to perform the fieldwork given these stipulations within a reasonable time frame due to regionalized wet-weather patterns, S&ME will perform the HD and include the weather information in our report.

Once the wetland delineation and drainage feature evaluation has been completed, S&ME will flag the extent of wetlands and drainage features in the field and capture their positions with a differential Global Positioning System (GPS) receiver. Be advised that these GPS data do not constitute a land survey and wetland boundaries can only be finalized after verification by the regulatory agencies.

Upon completion of our evaluation, S&ME will provide you a report discussing the findings. The report will include a narrative description of the site conditions and the location of jurisdictional waters of the U.S. (WOUS) and/or waters of the state (WOTS). The GPS data collected for the drainage features and/or wetland boundaries will be used to compile a detailed aerial photograph site map that will be included with the report. Supporting photographs and completed USACE Wetland Determination Field Data Sheets and TDEC HD data sheets will also be included to provide additional information regarding the features observed at the site. The GIS shapefiles can also be provided to you, if requested.

Task 2B - Jurisdictional Waters Regulatory Verification

If potential jurisdictional waters are identified and regulatory concurrence is requested, S&ME will submit the letter report to TDEC and the USACE for their confirmation of our findings. The report will be submitted only after your review and approval. If the agencies determine a site visit is necessary for verification of the jurisdictional waters, S&ME will attend the meeting onsite to answer questions the regulators may have regarding our interpretation. Upon completion of the verification meeting, the USACE will prepare a JD letter to document the findings at the site; TDEC typically provides an HD via email response.

If impacts to jurisdictional waters are proposed, S&ME can provide a change order to provide permitting services. Please note that additional stream assessments may be needed to support the permitting effort. The level of assessment included herein is limited to stream and wetland classification efforts only.

Task 3 – Threatened and Endangered Species Review and Agency Coordination

The Endangered Species Act of 1973 (ESA) mandates all federal departments and agencies to conserve listed species and to utilize their authorities in furtherance of the purposes of the ESA. Since a federal permit for impacts to streams and/or wetlands may be required, consultation with the U.S. Fish and Wildlife Service (USFWS) may be necessary. Consultation with state agencies (i.e., TDEC Division of Natural Areas (DNA) and Tennessee Wildlife Resources Agency (TWRA)) concerning rare state-listed species may also be required if a state 401 water quality certification/Aquatic Resource Alteration Permit (ARAP) will be pursued.

Concurrent with the Task 1 services, S&ME will initiate a protected species assessment by reviewing the USFWS online database (i.e., the Information, Planning, and Consultation (IPaC) decision support system) to determine if any listed T&E species, designated critical habitat, proposed critical habitat, migratory birds of conservation concern (MBCC), or other natural resources of concern may be affected by the project. Following the database review, S&ME personnel will conduct a pedestrian field review of the site concurrently with Task 1A to identify potential areas of habitat for federally and/or state-protected terrestrial species (plants or animals occurring on land) that were identified through the records review.

Please note that in the event that protected species habitat is identified onsite, additional services may be necessary for agency coordination, if warranted. S&ME cannot accurately predict this cost until we have an opportunity to evaluate the property. If required, these services could be addressed under a separate change order. Also please note that some species can only be identified in certain timeframes (e.g., flowering plants), and if this is a concern on the subject site, this limitation will be noted in our correspondence.

At a minimum, S&ME anticipates that Indiana bat and northern long-eared bat (NLEB) will be species of concern identified by the USFWS, TDNA, and/or the TWRA. During our pedestrian field review, S&ME will observe the project area for potential Indiana bat and NLEB habitat, and for potential habitat for other species (if any) identified during our database review. Findings of the database and field review will be summarized in a letter that will, with your approval, be submitted to the USFWS, TDNA, and TWRA for their concurrence or comments, which can be incorporated into the future application if Section 401 and/or 404 permits or federal funding are required.

Task 4 – Phase I Environmental Site Assessment

The most widely used standard for performing Phase I ESAs is the standard developed by the ASTM International (ASTM) entitled E1527-21 *Standard Practice for Environmental Assessments: Phase I Environmental Site Assessment Process*. An assessment performed in accordance with this standard meets certain requirements for *All Appropriate Inquiries (AAI)* per 40 CFR Part 312 and may permit the User to qualify for certain *Landowner Liability Protections (LLPs)*.

We understand that the proposed Phase I ESA is being performed in connection with a planned transaction involving the subject property. Accordingly, the purpose of the assessment is to identify *recognized environmental conditions* (as defined in ASTM E1527-21) in connection with the property.

ASTM E 1527-21 states that an ESA “meeting or exceeding” this practice and completed less than 180 days prior to the date of acquisition or intended transaction is presumed to be valid if the report is being relied upon by the User for whom the assessment was originally prepared. The components of the practice that must be completed within 180 days prior include: interviews; a search for recorded environmental cleanup liens; the review of federal, tribal, state, and local governmental records; site reconnaissance; and the declaration by the environmental professional responsible for the assessment.

Four primary tasks are involved in a Phase I Assessment as outlined by ASTM E1527-21: 1) review of public records; 2) interviews; 3) a site reconnaissance; and, 4) preparation of a written report. These tasks are discussed in Attachment 2.

Task 5 – Preliminary Subsurface Exploration

The purpose of our services will be to explore subsurface conditions at the site, evaluate those conditions, and provide preliminary recommendations for site preparation. This proposal describes our understanding of the project, discusses the intended scope of services, outlines the project schedule, and presents the associated compensation for our services.

This evaluation will be based on our previous geotechnical and geophysical work at the site, our experience with local subsurface conditions, and our experience with local site preparation methods. Our work will be directed and supervised by a registered professional engineer. A report that describes the subsurface conditions and our preliminary assessments and recommendations will be submitted after the field and laboratory testing have been completed. Our Geotechnical Scope of Services is detailed in the following paragraphs.

Field Services

- **Public Utility Location Coordination**

We will proceed with our services upon receiving written authorization. Upon your authorization, we will contact Tennessee 811 who will facilitate the location of their member utilities; location of other utilities will be the responsibility of the client. We request that facility personnel with knowledge of site utilities be present during our location layout to help identify potential and/or known conflicts. We will move our borings to help avoid potential and/or known conflicts. We are not responsible for damage or loss of service to any utilities which have not been marked for us or which are mis-located by others. If desired, we can retain the services of a private utility location consultant to check our boring locations for potential underground obstructions, for an additional fee.

- **Test Location Layout**

A member of our engineering staff will establish the test locations by using a commercial grade, hand-held global positioning system (GPS) device with points established using Google Earth™. Select locations can be cross referenced by estimating right angles and pacing or measuring distances from existing site features (i.e. property corners, building corners, etc.). The ground surface elevation at each test location will be estimated if topographic information is provided. If more specific location and elevation data are desired, we recommend retaining a professional licensed surveyor to obtain that information.

- **Test Borings**

We will mobilize an all-terrain vehicle (ATV) or truck mounted drill rig to perform 16 borings in general accordance with ASTM D6151, the Standard Practice for Using Hollow-Stem Augers for Geotechnical Exploration and Soil Sampling.

Four standard penetration resistance tests (SPT) will be performed in general accordance with ASTM D1586, the Standard Test Method for Standard Penetration Test (SPT) and Split-Barrel Sampling of Soils in the upper 10 feet of each boring. The SPT sampling will then be continued at 5-foot intervals thereafter until the proposed termination depth or auger refusal is met. For the pit located near the Mill Floor/Caster Area, we will advance the boring below the auger refusal level by coring rock to a depth of 80 feet in general accordance with ASTM D2113, the Standard Practice for Rock Core Drilling and Sampling of Rock for Site Exploration. Upon completion of the borings, subsurface water will be checked and measured in each borehole at the time the drilling and the following day. Following completion of the drilling and water level measurements, each hole will be backfilled with auger cuttings and a borehole closure device.

- **Borehole Closure**

The work described in this section will involve the drilling or boring of test holes on the property being explored. Open boreholes on any site expose the property owner and other parties to a multitude of liability risks. These include physical risk of injury or damage to the owner or third parties on the property of the owner. Additionally, other real property may be at risk due to presence of the boreholes. While no method of closing a borehole is totally foolproof, we have found that the use of borehole closure appliances will substantially improve the stability of the surface in the vicinity of completed boreholes. Unless otherwise directed, we will close the boreholes made in this study using this standard protocol. The cost quoted in this proposal includes the cost of closing the boreholes in accordance with this protocol. If grouting of boreholes is desired, we can close the boreholes using that method for an additional fee.

Laboratory Testing Services

The obtained soil samples will be returned to our laboratory and visually classified by a member of our engineering staff in general accordance with ASTM D2488, the *Standard Practice for Description and Identification (Visual-Manual Procedure)*. To aid in our classification and analyses, we plan to perform up to 43 moisture contents tests (ASTM D2216), 2 Atterberg Limits tests (ASTM D4318) on select samples. 2 sieve analyses (ASTM D6913) and two standard Proctor tests (ASTM D698) on the select samples.

Report

Upon completion of our field and laboratory testing, we will issue a geotechnical report. The report will be prepared by members of our engineering staff under the direction of an S&ME senior engineer. Our report will include:

- A summary of the project and provided information;
- A summary of current site conditions, topography, and area geology;
- A summary of the field exploration methods;
- A summary of the subsurface conditions encountered in the test borings;
- A summary of the laboratory test methods and results;
- Preliminary Site Assessment;
- Preliminary recommendations for site preparation, including subgrade preparation, excavation, structural fill placement, and groundwater control;
- An Appendix with Site Location Plan, Test Location Plan, individual boring logs for each test boring, and individual laboratory test reports.

This proposal includes the tasks and services specifically listed above.

TABLE A

OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS

NOTE: Whether any of the nineteen (19) items of Table A are to be selected, and the exact wording of and fee for any selected item, may be negotiated between the surveyor and client. Any additional items negotiated between the surveyor and client must be identified as 20(a), 20(b), etc. Any additional items negotiated between the surveyor and client, and any negotiated changes to the wording of a Table A item, must be explained pursuant to Section 6.D.ii.(g). Notwithstanding Table A Items 5 and 11, if an engineering design survey is desired as part of an ALTA/NSPS Land Title Survey, such services should be negotiated under Table A, Item 20.

If checked, the following optional items are to be included in the ALTA/NSPS LAND TITLE SURVEY, except as otherwise qualified (see note above):

1. _____ Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the surveyed property, unless already marked or referenced by existing monuments or witnesses in close proximity to the corner.
2. _____ Address(es) of the surveyed property if disclosed in documents provided to or obtained by the surveyor, or observed while conducting the fieldwork.
3. _____ Flood zone classification (with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent) depicted by scaled map location and graphic plotting only.
4. _____ Gross land area (and other areas if specified by the client).
5. _____ Vertical relief with the source of information (e.g., ground survey, aerial map), contour interval, datum, with originating benchmark, when appropriate.
6. _____ (a) If the current zoning classification, setback requirements, the height and floor space area restrictions, and parking requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, list the above items on the plat or map and identify the date and source of the report or letter.

_____ (b) If the zoning setback requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, and if those requirements do not require an interpretation by the surveyor, graphically depict those requirements on the plat or map and identify the date and source of the report or letter.
7. _____ (a) Exterior dimensions of all buildings at ground level.

_____ (b) Square footage of:

_____ (1) exterior footprint of all buildings at ground level.

_____ (2) other areas as specified by the client.

- _____ (c) Measured height of all buildings above grade at a location specified by the client. If no location is specified, the point of measurement shall be identified.
8. _____ Substantial features observed in the process of conducting the fieldwork (in addition to the improvements and features required pursuant to Section 5 above) (e.g., parking lots, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse).
9. _____ Number and type (e.g., disabled, motorcycle, regular, and other marked specialized types) of clearly identifiable parking spaces on surface parking areas, lots, and in parking structures. Striping of clearly identifiable parking spaces on surface parking areas and lots.
10. _____ As designated by the client, a determination of the relationship and location of certain division or party walls with respect to adjoining properties.
11. Evidence of underground utilities existing on or serving the surveyed property (in addition to the observed evidence of utilities required pursuant to Section 5.E.iv.) as determined by:
- _____ (a) plans and/or reports provided by client (with reference as to the sources of information)
- _____ (b) markings coordinated by the surveyor pursuant to a private utility locate request.
- Note to the client, insurer, and lender – With regard to Table A, item 11, information from the sources checked above will be combined with observed evidence of utilities pursuant to Section 5.E.iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor's assessment of the location of the utilities. Where additional or more detailed information is required, the client is advised that excavation may be necessary.*
12. _____ As specified by the client, Governmental Agency survey-related requirements (e.g., HUD surveys, surveys for leases on Bureau of Land Management managed lands). The relevant survey requirements are to be provided by the client or client's designated representative.
13. _____ Names of adjoining owners according to current tax records. If more than one owner, identify the first owner's name listed in the tax records followed by "et al."
14. _____ As specified by the client, distance to the nearest intersecting street.

15. _____ *Rectified orthophotography, photogrammetric mapping, remote sensing, airborne/mobile laser scanning and other similar products, tools or technologies as the basis for showing the location of certain features (excluding boundaries) where ground measurements are not otherwise necessary to locate those features to an appropriate and acceptable accuracy relative to a nearby boundary. The surveyor must (a) discuss the ramifications of such methodologies (e.g., the potential precision and completeness of the data gathered thereby) with the insurer, lender, and client prior to the performance of the survey, and (b) place a note on the face of the survey explaining the source, date, precision, and other relevant qualifications of any such data.*
16. _____ *Evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.*
17. _____ *Proposed changes in street right of way lines, if such information is made available to the surveyor by the controlling jurisdiction. Evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.*
18. _____ *Pursuant to Sections 5 and 6 (and applicable selected Table A items, excluding Table A item 1), include as part of the survey any plottable offsite (i.e., appurtenant) easements disclosed in documents provided to or obtained by the surveyor.*
19. _____ *Professional liability insurance policy obtained by the surveyor in the minimum amount of \$_____ to be in effect throughout the contract term. Certificate of insurance to be furnished upon request, but this item shall not be addressed on the face of the plat or map.*
20. _____

Adopted by the American Land Title Association on October 1, 2020. More at: www.alta.org.
Adopted by the National Society of Professional Surveyors on October 30, 2020. More at: www.nsps.us.com.



Professional Services Fee Schedule

Knoxville, Tennessee

Code	Description	Rate
P1	Staff Professional	\$100.00
P2	Staff Professional	\$120.00
P3	Project Professional (Engineer, Geologist, Scientist)	\$140.00
P4	Project Professional (Engineer, Geologist, Scientist)	\$175.00
P5	Senior Professional (Engineer, Geologist, Scientist)	\$195.00
P6	Senior/Principal Professional (Engineer, Geologist, Scientist)	\$235.00
C1	CAD Operator	\$100.00
C2	CAD Operator	\$105.00
C3	CAD Operator	\$110.00
L01	Registered Land Surveyor	\$185.00

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of PJ Parkinson's 5K

INTRODUCTION AND BACKGROUND: Included in your packet is a request for approval of an Event application for the Parkinson's 5K Race. The event is scheduled for the afternoon of October 7, 2023.

DISCUSSION: The event is being presented to the Board of Mayor and Aldermen because of the use of the streets within Old Stage Hills subdivision, McFee Road and a portion of Kingston Pike.

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

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

PROPOSED MOTION: To approve an Event Application on October 7, 2023, involving use of the Town's public rights of ways and pedestrian facilities for the PJ Parkinson's 5K Race.

BOARD ACTION:

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

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

Farragut
Special Event Permit Application
BP-2023-300

Submitted by Isabell Senft-Daniel
isabell@pjparkinsons.org
(865) 765-9444

Address of Proposed Work: **12748 KINGSTON PIKE**

City: **FARRAGUT** State: **TN** Zip: **37934**

Contact Information

Applicant's Contact Information

Title: _____ First Name: **Isabell** Last Name: **Senft-Daniel** Suffix: _____
Business Name: **PJ Parkinson's Support**
Mailing Address: **4216 Sutherland Ave**
City: **Knoxville** State: **TN** Zip: **37919**
Email Address: **isabell@pjparkinsons.org**
Cell Phone: **(865) 765-9444** Work Phone: **(865) 621-7666** Home Phone: **(865) 765-9444**

Contractor's Contact Information

Title: _____ First Name: Last Name: _____ Suffix: _____
Business Name: _____
Mailing Address: _____
City: _____ State: **TN** Zip: _____
Email Address: _____
Cell Phone: _____ Work Phone: _____ Home Phone: _____

Property Owner's Contact Information

Title: First Name: Knick Last Name: Myers Suffix:
Business Name: Myers Bros Holdings
Mailing Address: 12748 Kingston Pike,
City: Knoxville State: TN Zip: 37934
Email Address: darla@myers-bros.com
Cell Phone: (865) 966-9700 Work Phone: Home Phone:

Application Questionnaire (* denotes required question)

Special Event

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

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

What park or facility? Renaissance Center Farragut

Start Date of Event * 10/7/23

Name of Event * 5K Run for Parkinson's

Type of Event * Race

Brief Description of Event * Awareness Run for Parkinson's Disease

Is event private or open to the public? * Open to the public

Is food being served? No

Will you have portable Sanitary Facilities? Yes

Will you have a solid waste dumpster? No

Will there be any temporary structures/stages? No

Upload Location in File Upload Section.

Will you need Temporary Power? No

PROVIDE LOCATION DRAWING IN FILE UPLOAD SECTION.

Will you have any other Air Supported Structures? No

UPLOAD LOCATION DRAWING IN FILE UPLOAD SECTION.

Will you need any public street closures? Yes

Please Note: Any public street closures must go before Board of Mayor and Aldermen for approval

Where are the parking areas located? Renaissance Center

INCLUDE DRAWING IN FILE UPLOAD SECTION.

If this event is a parade/sporting event, where is the route, staging, and disbanding areas?

UPLOAD DRAWING IN FILE UPLOAD SECTION

In case of Rainout, state cancellation date and time: Postpone until 12:00

(EXAMPLE-EVENT IS AT 2:00PM ON SATURDAY, RAINOUT CANCELLATION IS AT 1:00 PM SATURDAY OR POSTPONEMENT IS UNTIL 4:00 PM)

Will there be music, live or otherwise? No

Will you have Security/Police Officers at your event? Yes

Please note: The Town of Farragut does not provide Security or Police Officers.

Will you have any Emergency Medical Personnel/Apparatus On-Site? No

Please Note: The Town of Farragut does not provide Emergency Medical Personnel/Apparatus.

Name of Sanitary Facility Vendor: Porta Potty

From what time to what time are they to be closed? See last year

Include times to be manned: 8:30-9:30am

How many Officers? 6

From what time to what time? 8:00-9:30am

Will you have any Fire Officers/Apparatus at your event? No

Will you have Tents? No
If Yes, please list tents in order from largest to smallest.

Will you have Bounce Houses? No

Provide law enforcement contact for day of event.

Have you applied for an insurance certificate of general liability insurance? * Yes

Naming the Town of Farragut, its employees and agents as additionally insured.

Copy of Insurance must be uploaded.

I HEREBY UNDERSTAND AND AGREE TO THE STATED REQUIREMENTS ABOVE.

Do you want this event advertised on VisitFarragut.org? Yes

Will there be any animals at the event? No

Will alcoholic beverages be served? * No

How many people do you expect? 400

Have you read the Parks / Facility Usage Policies, located at the beginning of the application process? Yes

Have you received prior approval from the Farragut Parks and Recreation Department? Yes

End Date of Event 10/7/23

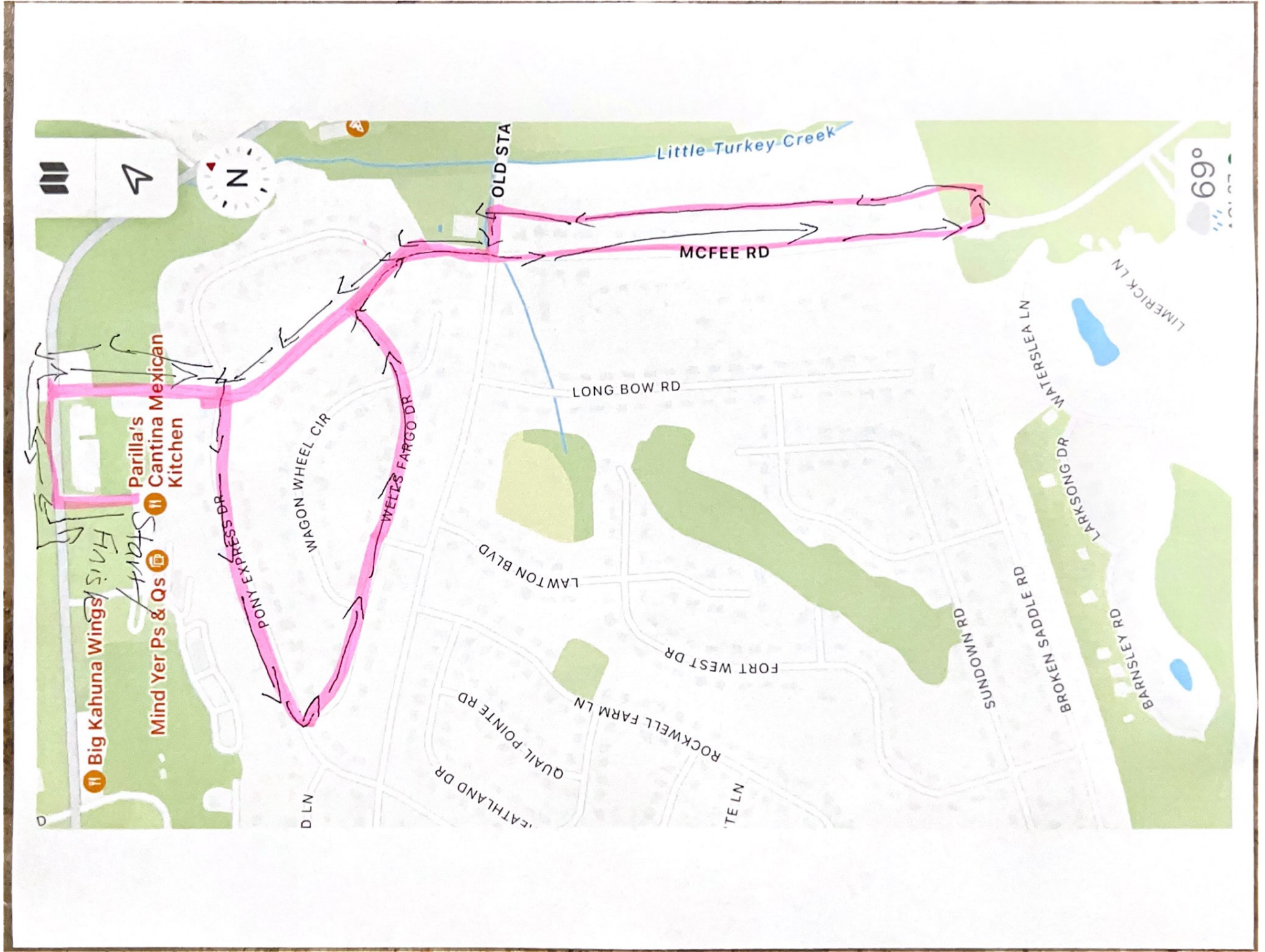
Please list the Streets to be Closed See last year

Include drawing in file upload section

Event Start Time	<u>8:30 AM</u>
Event End Time	<u>11:00 AM</u>
Event Setup Time	<u>6:00 AM</u>
Event Teardown Time	<u>11:00 AM</u>

Documents Uploaded

The following documents are attached to the Application.



REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY:** Allison Myers, Town Recorder**SUBJECT:** Approval of Admiral's Run Against Leukemia

INTRODUCTION AND BACKGROUND: Included in your packet is a request for approval of an Event application for the Admiral's Run Against Leukemia. The event is scheduled for the morning of August 26, 2023, and is anticipated to have 500-1,000 participants.

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

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

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

PROPOSED MOTION: To approve an Event Application on August 26, 2023 involving use of the Town's public rights of ways and pedestrian facilities for the Admiral's Run Against Leukemia.

BOARD ACTION:

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

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

Farragut
Special Event Permit Application
BP-2023-317

Submitted by Adam Joachim
thejoachimgroup@gmail.com
(352) 220-7700

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

City: **FARRAGUT** State: **TN** Zip: **37934**

Contact Information

Applicant's Contact Information

Title: First Name: **Adam** Last Name: **Joachim** Suffix:

Business Name: **Adam Joachim, Realtor**

Mailing Address: **12915 Orchard Crossing Ln**

City: **Knoxville** State: **TN** Zip: **37934**

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

Cell Phone: **(352) 220-7700** Work Phone: Home Phone: **(352) 220-7700**

Contractor's Contact Information

Title: First Name: Last Name: Suffix:

Business Name:

Mailing Address:

City: State: **TN** Zip:

Email Address:

Cell Phone: Work Phone: Home Phone:

Property Owner's Contact Information

Title: First Name: _ Last Name: Suffix:
Business Name:
Mailing Address:
City: State: **TN** Zip:
Email Address:
Cell Phone: Work Phone: Home Phone:

Application Questionnaire (* denotes required question)

Special Event

Will any Public Parks/Facilities be used in your event? * No

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

Start Date of Event * 8/26/2023

Name of Event * Admirals Run Against leukemia

Type of Event * Race

Brief Description of Event * First annual cancer charity run in honor of the race directors father(who passed of cancer March 25th), Martin Joachim whose birthday is august 26th. Proceeds from this race will be donated to the leukemia and lymphoma society.

Is event private or open to the public? *	<u>Open to the public</u>
Is food being served?	<u>No</u>
Will you have portable Sanitary Facilities?	<u>Yes</u>
Will you have a solid waste dumpster?	<u>No</u>
Will there be any temporary structures/stages? Upload Location in File Upload Section.	<u>No</u>
Will you need Temporary Power? PROVIDE LOCATION DRAWING IN FILE UPLOAD SECTION.	<u>Yes</u>
Will you have any other Air Supported Structures? UPLOAD LOCATION DRAWING IN FILE UPLOAD SECTION.	<u>No</u>
Will you need any public street closures? Please Note: Any public street closures must go before Board of Mayor and Aldermen for approval	<u>Yes</u>
Where are the parking areas located? INCLUDE DRAWING IN FILE UPLOAD SECTION.	<u>Village green shopping center</u>
If this event is a parade/sporting event, where is the route, staging, and disbanding areas? UPLOAD DRAWING IN FILE UPLOAD SECTION	<u>From village green shopping center through village green subdivision. Starting and originating in the same location</u>
In case of Rainout, state cancellation date and time: (EXAMPLE-EVENT IS AT 2:00PM ON SATURDAY, RAINOUT CANCELLATION IS AT 1:00 PM SATURDAY OR POSTPONEMENT IS UNTIL 4:00 PM)	<u>We'll run in the rain. No rain out.</u>
Will there be music, live or otherwise?	<u>No</u>

Will you have Security/Police Officers at your event? Yes

Please note: The Town of Farragut does not provide Security or Police Officers.

Will you have any Emergency Medical Personnel/Apparatus On-Site? Yes

Please Note: The Town of Farragut does not provide Emergency Medical Personnel/Apparatus.

Name of Sanitary Facility Vendor: Etp

How many Generators? 2

From what time to what time are they to be closed? 8-930

Include times to be manned: 8-930

How many Officers? 2

From what time to what time? 8am-10am

Will you have any Fire Officers/Apparatus at your event? No

Will you have Tents? Yes

If Yes, please list tents in order from largest to smallest.

Will you have Bounce Houses? No

Provide law enforcement contact for day of event.

Contact info to be updated

Have you applied for an insurance certificate of general liability insurance? *

Yes

Naming the Town of Farragut, its employees and agents as additionally insured.

Copy of Insurance must be uploaded.

Policy applied for through Alera group.

I HEREBY UNDERSTAND AND AGREE TO THE STATED REQUIREMENTS ABOVE.

Do you want this event advertised on VisitFarragut.org?

Yes

Will there be any animals at the event?

No

Will alcoholic beverages be served? *

No

How many people do you expect?

500-1000

A Signed Letter of Approval from Property Owner must be uploaded in the document uploads section.

18278

End Date of Event

8/26/2023

Please list the Streets to be Closed

Jamestown blvd

Include drawing in file upload section

18324

Event Start Time	<u>8:00 AM</u>
Event End Time	<u>1:00 PM</u>
Event Setup Time	<u>6:00 AM</u>
Event Teardown Time	<u>2:00 PM</u>
Size of Tent 1	<u>10x10</u>
Size of Tent 2	<u>10x10</u>
Size of Tent 3	<u>20x20</u>
Size of Tent 4	<u>20x20</u>
Size of Tent 5	<u>15x15</u>
Size of Tent 6	
Size of Tent 7	
Size of Tent 8	
Size of Tent 9	

5K Route



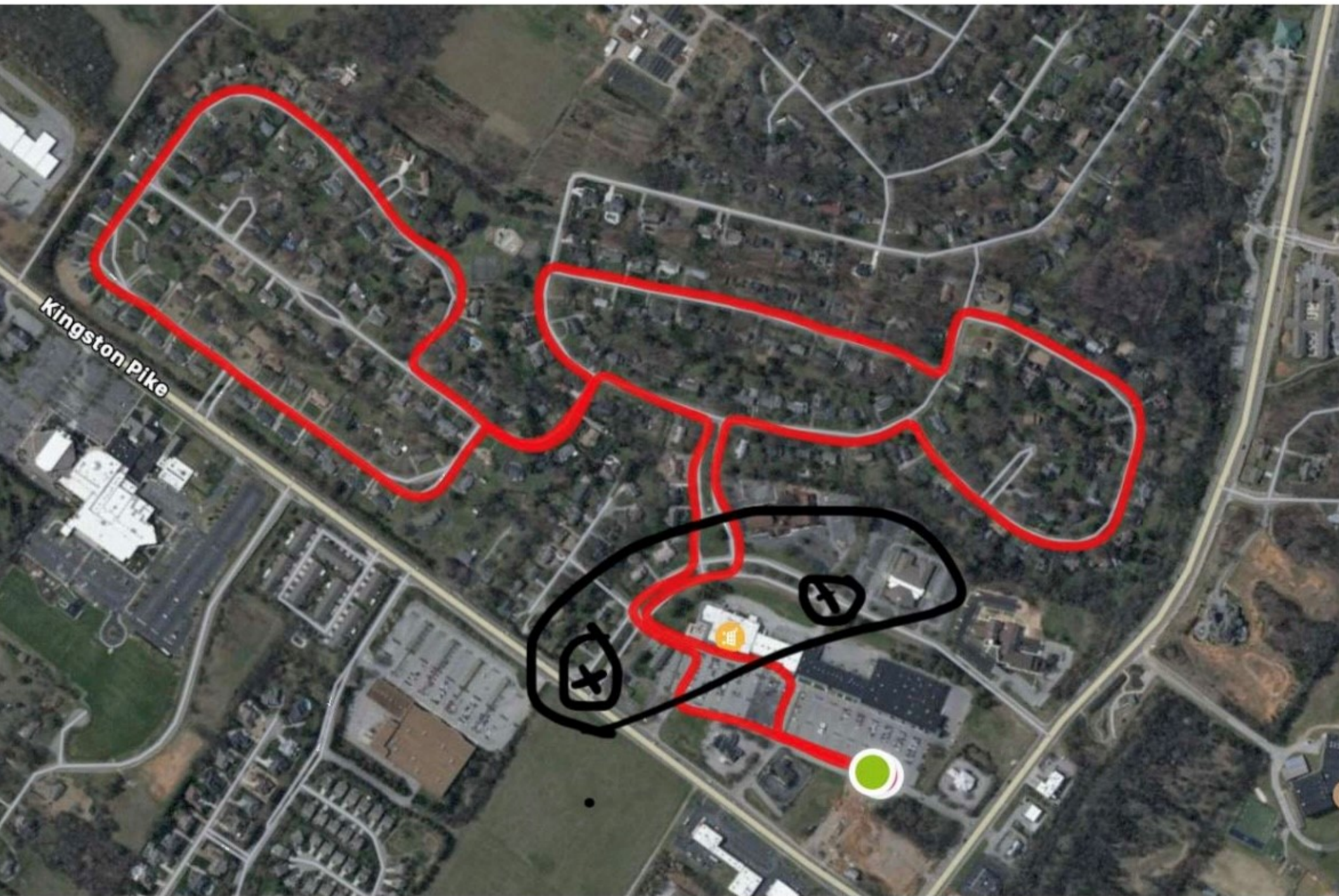


NORMAL

HYBRID

SATELLITE





Road closure

REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY:** Allison Myers, Finance Director/Town Recorder**SUBJECT:** Approval of the Town of Farragut Committee Charters Updates for the Arts and Beautification Committee, Education Relations Committee, Farragut Museum Committee, Parks & Athletics Council, Stormwater Advisory Committee, Tourism / Visitor Advisory Committee, and Visual Resources Review Board.**INTRODUCTION:** At the Board of Mayor and Aldermen workshop on June 8, 2023, the board members reviewed the current charters for each committee and determined that updates were needed for some of the committees. Following the June 8 workshop, the staff liaison for each committee proposed amendments to their respective committee's charter.**DISCUSSION:** The following is a summary of the proposed amendments to each charter:

- **Arts & Beautification Charter:** Removal of term limit restriction.
- **Education Relations Committee:** Minor grammatical changes, updated the allowed number of absences, added that the Secretary will perform the duties of Chairman in the absence of both the Chairman and Vice Chairman, and removed the specific location of the meetings.
- **Museum Charter:** Removal of term limit restriction.
- **Parks and Athletics Council:** Removal of term limit restriction.
- **Stormwater Advisory Committee:** Removal of specific month for the annual report presentation to the Board of Mayor and Aldermen.
- **Tourism/Visitor Advisory Committee:** Removal of term limit restriction.
- **Visual Resource Review Board:** Removal of specific month for the committee's annual meeting.

RECOMMENDATION BY: Allison Myers, Finance Director/Town Recorder**PROPOSED MOTION:****BOARD ACTION:****MOTION BY:**_____ **SECONDED BY:**_____

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



FARRAGUT ARTS & BEAUTIFICATION COMMITTEE CHARTER

ARTICLE I: NAME

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

ARTICLE II: PURPOSE

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

ARTICLE III: COMMITTEE

Section I. Number, Terms, Qualifications

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

- The Parks and Recreation Director or his/her designee shall serve as an ex-officio member of this committee and be responsible for providing Town staff support to the committee as she/he deems appropriate.
- The voting members of the committee shall be appointed for a term of two (2) years.
~~Voting members shall be limited to two (2) terms on this committee. Years of service served prior to July 1, 2019 shall not count in determining years of service.~~
- The non-voting youth member’s term may be for one school-year term or less depending on the youth member’s availability. The non-voting youth member may be removed from the committee at any time by majority vote of the committee.

Section II. Appointment

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

Section III. Committee Responsibilities:

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

Section IV. Attendance at Meetings

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

Section V. Disclosure of Interests

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

ARTICLE IV. OFFICERS

Section I. Officers

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

Section II. Nomination and Election of Officers

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

Section III. Terms of Officers

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

Section IV. Vacancies

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

Section V. Chairman

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

Section VI. Vice Chairman

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

Section VII. Secretary

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

ARTICLE V. MEETINGS

Section I. Regular Meetings

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

Section II. Quorum

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

Section III. Special Meetings

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



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 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) representative of 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, one (1) representative of Farragut High School, ~~and~~ one (1) representative of the Farragut High School Education Foundation, ~~and one (1) representative of St. John Neumann Catholic School,~~. 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 non-voting youth members shall be junior or senior students who live in the Town of Farragut or attend a public or private high school within the Town of Farragut. Youth members should be a member of a student government or service club in their respective school.

- 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~~third absence from the scheduled meetings during the fiscal year. Voting

members may seek reappointment by the Board of Mayor and Aldermen. Each voting member may designate, in writing, a representative to serve at meetings during said member's absence. If a proxy is designated prior to a member's absence from a scheduled meeting, the absence is excused and will not count towards the number of allowed absences for the member.

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, or his/her designee, 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. [In the absence of the Chairman and the Vice Chairman, the Secretary shall perform the duties of the Chairman.](#)

ARTICLE V: MEETINGS

Section I. Regular Meetings

The committee shall meet monthly or as needed ~~at Town Hall~~ with the time, ~~and date,~~ [and location](#) 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.



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 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, June 22, 2023

Ron Williams, Mayor



Farragut Parks and Athletics Council Charter

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

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

The council shall:

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

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

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

Meetings of the council will be held monthly. The council is requested to provide copies of their minutes to the Board. By the end of June each year, the committee is to provide the Farragut Board of Mayor and Aldermen with an annual report on the status of their goals and objectives.

Voting members serve at the pleasure of the Board of Mayor and Aldermen and are expected to attend scheduled meetings. The term of any voting member shall expire on the 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 council by providing background and research and attending meetings.

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

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



Stormwater Advisory Committee (SAC)

Charter

Background

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

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

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

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

Mission

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

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

Membership

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

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

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

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

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

This charter was approved by the Farragut Board of Mayor and Aldermen on April 26, 2018. Revised June 22, 2023



FARRAGUT TOURISM/VISITOR ADVISORY COMMITTEE CHARTER (TVAC)

ARTICLE I: NAME

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

ARTICLE II: PURPOSE

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

ARTICLE III: COMMITTEE

Section I. Number, Terms, Qualifications

The committee shall consist of eleven (11) voting members; seven (7) of these voting members shall be composed of the following:

At least one (1) member shall be a representative of the Farragut Board of Alderman appointed annually on or around July 01 by the Board of Mayor and Alderman; at least two (2) members shall be a representative of a Farragut lodging business; at least two (2) members shall be a representative of a Farragut attraction; at least one (1) member shall be representative of a Farragut dining establishment; at least one (1) shall be representative of a Farragut sales-tax producing retail establishment. The remaining four (4) at-large voting members will be representatives of our diverse community. Two-thirds (2/3) of the committee shall be Farragut residents and/or registered Farragut business owners with the remaining one-third (1/3) of the members representing community stakeholders from the East Tennessee region. The Committee shall have non-voting youth members that will be selected and appointed by the majority of the committee.

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

Section II. Appointment

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

Section III. Committee Responsibilities:

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

Section IV. Attendance at Meetings

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

Section V. Disclosure of Interests

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

ARTICLE IV. OFFICERS

Section I. Officers

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

Section II. Nomination and Election of Officers

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

Section III. Terms of Officers

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

Section IV. Vacancies

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

Section V. Chairman

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

Section VI. Vice Chairman

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

Section VII. Secretary

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

ARTICLE V. MEETINGS

Section I. Regular Meetings

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

Section II. Quorum

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

Section III. Special Meetings

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



Visual Resources Review Board (VRRB)

Charter

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

The Board shall:

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

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

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

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

The Board will consist of six (6) at large voting members and one (1) voting member from the Farragut Board of Mayor and Aldermen. All members will be appointed by the Board of Mayor and Aldermen and are appointed to a two-year term and may be re-appointed. The voting membership ~~will be comprised of~~ shall include three officers: the chairman, vice-chairman, and secretary. Election of officers will be conducted ~~at the annual meeting in August~~ annually. Additionally, the Visual Resources Review Board may appoint one (1) non-voting youth member by majority vote of its voting membership. The non-voting youth member's term may be for one calendar year or less depending on the youth member's availability. The non-voting youth member may be removed from the Visual Resources Review Board at any time by a majority vote of its voting membership.

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

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

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

This charter was approved by the Farragut Board of Mayor and Aldermen on ~~June 25~~ _____, ~~2020~~2023.

Ron Williams
Mayor

Allison Myers
Town Recorder

Approved May 27, 1999, revised July 8, 2010, revised December 10, 2015, revised January 24, 2019, revised July 25, 2019, June 25, 2020

AGENDA NUMBER V.H. MEETING DATE June 22, 2023

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of FY2024 Committee Appointments

Please see attached booklet.

FY2024 Committee Appointments

Arts & Beautification Committee	Board of Zoning Appeals	Museum Advisory Board	Farragut Tourism/Visitor Committee	Parks & Athletics Council	Stormwater Advisory Committee	Visual Resources Review Board
(Tab 1)	(Tab 2)	(Tab 3)	(Tab 4)	(Tab 5)	(Tab 6)	(Tab 7)
5 Positions Available	1 Position Available	6 Positions Available	7 Positions Available	7 Positions Available	3 Positions Available At Large, Landscape, Engineer	4 Positions Available
2-year terms (13 members)	5-year terms (5 members)	2 year term, 4 term max (11 Members)	2-year terms (11 members)	2-year terms (11 Members)	2-year terms (7 members)	2-year terms (7 members)
*Annie (Judkins) Dittmann *Sue-Ann Hansler	*Jeffrey Devlin Charles "Kim" Frasch (1st Choice) Joe LaCroix (2nd choice) Joey Ruffalo (2nd choice) Brian Walker	*Sue-Ann Hansler *Dot LaMarche *William Rhodes *Henry Bird Steve Wilson (1st Choice) Eric Johnson	*Marianne McGill *Debbie Pinchok *Darryl Whitehead (Attractions) *Ashley Lynch Phil Dangel (Retail Rep) Joey Ruffalo (1st choice) Attractions Rep. (2 Year)	* Randy Armstrong *Mark Geller *Jeff Ullian *Scott Russ Dian Hall Brian Walker Steve Wilson (2nd Choice)	*Jennifer Mayfield (Landscape) *Qiang He *Violet Freudenberg (Engineer) Charles "Kim" Frasch (2nd Choice) Joe LaCroix (3rd choice)	*Randy Armstrong *Marty Layman *Steven Marlowe *Jeanie Stow Joe LaCroix (1st choice) Sue Stuhl
1	1	1	1	1	1	1
2		2	2	2	Civil or Enviromental Eng.	2
3		3	Lodging Representative	3	2	3
4		4	3	4	At Large	4
5		5	4	5	3	
		One-Year Term	At Large	6		
		6	5	One-Year Term		
			6	7		
			7			
2/3 of membership must be Town Residents	Must be a Town resident	2/3 of membership must be Town Residents	2/3 of membership must be Town Residents	2/3 of membership must be Town Residents		Must be a Town resident

*Currently on Committee