

TOWN OF WALDEN  
PLANNING COMMISSION AGENDA

Walden Town Hall  
1836 Taft Highway

Thursday, April 25, 2024  
5:30 PM

- I. Call to Order
- II. Roll Call
  - Tom Bartoo
  - Angela Cassidy
  - Tim Hancock
  - Tim Hilvers
  - Joe Robbins
  - Werner Slabber
  - Bill Trohanis
- III. Adoption of Agenda
- IV. Consideration of the Minutes  
March 28, 2024
- V. Town Administrator Report
- VI. Communication from Chair and Commissioners
- VII. Hearing of persons having business with the Commission
- VIII. Unfinished Business
  - a. Short-Term Vacation Rental Ordinance
  - b. Acceptance of Parson's Lane as a Town-maintained Public Right-of-Way
- IX. New Business
  - a. Tree Ordinance
  - b. "Drains to River" signage
- X. Adjournment

**Town of Walden**  
Walden Planning Commission  
Regular Monthly Meeting  
March 28, 2024

**I. CALL TO ORDER**

The meeting was called to order at 5:30 PM by Chairman Tim Hancock. The following interested citizens were in attendance: Scott Hau, Thomas Gautreaux and Jeremy Burgess.

**II. ROLL CALL**

Town Administrator Mariah Prescott called the roll, noting the presence of Commissioners Angela Cassidy, Tim Hancock, Tim Hilvers, Joe Robbins, Jr., Werner Slabber, and Bill Trohanis. Ashley Gates, representative from the Southeast Tennessee Development District (SETD), was also present. Commissioner (Comm) Tom Bartoo was absent.

**III. ADOPTION OF AGENDA**

Chairman Tim Hancock suggested one change to the agenda – moving VIII (Unfinished Business) after IX (New Business). Mr. Hancock then requested that a motion be made for approval.

COMMISSIONER ANGELA CASSIDY MOVED TO ADOPT THE AGENDA WITH THE PROPOSED CHANGE OF ORDER, SECONDED BY COMMISSIONER BILL TROHANIS AND UNANIMOUSLY APPROVED BY THE WALDEN PLANNING COMMISSION.

**IV. CONSIDERATION OF THE MINUTES – FEBRUARY 22, 2024**

Chairman Tim Hancock invited discussion or corrections of the minutes for the February meeting. There being none, Chairman Hancock asked for a motion to approve the minutes.

COMMISSIONER BILL TROHANIS MOVED TO APPROVE THE MINUTES OF THE FEBRUARY 22, 2024 WPC MEETING AS WRITTEN, SECONDED BY COMMISSIONER TIM HILVERS, AND UNANIMOUSLY APPROVED BY THE WALDEN PLANNING COMMISSION.

**V. TOWN ADMINISTRATOR REPORT**

Town Administrator Mariah Prescott gave the report, noting that at the last meeting of the Board of Mayor and Aldermen, the Special Permit Application to build a new home on a private road at 724 High Pasture Road was approved unanimously.

**VI. COMMUNICATIONS FROM CHAIR AND COMMISSIONERS**

Comm Angela Cassidy noted that the 2024 meeting schedule for the WPC was discussed at the February meeting, but she did not see where a vote was taken for approval. It was determined by the Commission that they would take a vote for approval at this meeting to make sure procedures are followed correctly.

COMMISSIONER ANGELA CASSIDY MOVED TO APPROVE THE WPC MEETING SCHEDULE FOR 2024, SECONDED BY COMMISSIONER BILL TROHANIS AND UNANIMOUSLY APPROVED BY THE WALDEN PLANNING COMMISSION.

**VII. HEARING OF PERSONS BUSINESS WITH THE COMMISSION**

There were no citizens who wanted to speak.

**IX. NEW BUSINESS (AGENDA ITEM MOVED AHEAD PER VOTE @ #III.)**

**a. Special Permit Application – Liquor Store at 1807 Taft Highway**

Ashley Gates began the report from SETD regarding the Special Permit Application. Chairman Tim Hancock paused the report to note the entrance of Comm Tom Bartoo at 5:37 PM. Ms. Gates continued with her report, noting that this currently-vacant storefront, Suite 82, actually was a liquor store previously. The property is zoned appropriately as C-1, and there is nothing in the Walden liquor ordinance that would prohibit the opening of another liquor store in this location. SETD sees no issues with this application and recommends approval.

Mr. Scott Hau spoke on behalf of the applicants, noting his experience with the restaurant business and retail liquor stores for 40 years. The vision of the owners is a customer-centered, upscale wine and liquor store.

Before moving on to questions and further discussion, Chairman Hancock disclosed that one of the applicants had reached out to him prior to the meeting to discuss some details of the application. Chairman Hancock also asked for clarification on ownership of the store. Tom Gautreaux spoke to this, noting that he, Scott Hau, Jeremy Burgess and Emory Fisher (not present) were the co-owners of this store project.

Comm Angela Cassidy asked about hours of operation. It is expected that the store will be open from 10:00 AM until 7:00 PM, Monday through Saturday. Comm Tim Hilvers inquired as to a projected start date. Mr. Gautreaux noted that this will depend on when licensure is secured through the state. Questions concluded with Comm Cassidy asking about where deliveries would arrive at the store. Mr. Gautreaux verified that deliveries would be received in the front lot and through the front door of the store.

COMMISSIONER TIM HILVERS MOVED TO RECOMMEND APPROVAL OF THE SPECIAL PERMIT APPLICATION, SECONDED BY COMMISSIONER ANGELA CASSIDY. THE MOTION CARRIED, WITH THE VOTING AS FOLLOWS:

- Angela Cassidy – AYE
- Tom Bartoo – Abstained
- Tim Hancock – AYE
- Tim Hilvers – AYE
- Joe Robbins, Jr. – AYE
- Werner Slabber – Abstained
- Bill Trohanis – AYE

**b. Acceptance of Parson’s Lane as a Town-Maintained Public Right-of-Way**

Chairman Tim Hancock invited Ashley Gates to introduce this item. Parsons Lane is a private road that was recorded and established in 1956. Signatures of property-owners on Parsons Lane asking for approval have been secured. The Town’s engineer has reviewed Parsons Lane and confirms that it meets minimum right-of-way standards, but also notes that at some point the road may need to be widened to 18 feet.

Ms. Gates noted that a benefit to the Town would be the fact that additional lots may be allowable on this road, which would bring increased property taxes to Walden. The costs to the Town would be ongoing maintenance and potentially having to widen the road.

Chairman Tim Hancock asked if transferring Parsons Lane to a public road would bring any amount of liability to the Town of Walden. Ms. Gates responded that it would, in that the cost and scheduling of any repairs would fall on the Town. Chairman Hancock also noted that the engineer recommended geotechnical testing on the road. The chairman also verified that there currently is no cost-sharing agreement in place with the residents of Parsons Lane, although it is mentioned in the packet that the homeowners agree to “pay a percentage” of all necessary costs for road maintenance.

Chairman Hancock made a recommendation that Parsons Lane be accepted as a public road to be maintained by the Town of Walden, subject to the creation and approval of a cost-sharing agreement between the Town and the residents of Parsons Lane. Comm Bill Trohanis also recommends that there be a provision in the agreement that the road would be brought up to the “quality standards” of Walden. Town Administrator Mariah Prescott brought the commissioners’ attention to the fact that the engineers noted that overlay paving could be completed on the road, which would last for a couple of years. Money for this type of paving is already in the budget for this fiscal year.

Paul Loeber, a representative for the Parsons Lane homeowners, confirmed all residents’ approval of this change. He believed that the cost-sharing percentage for the residents is 20%. He also verified that emergency vehicles have no issues accessing the road.

COMMISSIONER WERNER SLABBER MOVED TO DEFER A VOTE ON THIS TOPIC UNTIL THE APRIL WPC MEETING, SECONDED BY COMMISSIONER BILL TROHANIS, AND UNANIMOUSLY APPROVED BY THE WALDEN PLANNING COMMISSION.

## **VIII. UNFINISHED BUSINESS**

### **a. Short-Term Vacation Rental Ordinance**

Chairman Tim Hancock opened the discussion on Short-Term Vacation Rentals (STVR). He noted his concern that the WPC and the Town are trying to legislate something that will come down to how an individual manages their business, regardless of the size of their property.

Chairman Hancock asked Town Attorney Sam Elliott how zoning violations are handled currently in Walden. Attorney Elliot stated that that violators can be cited to City Court, where they can be fined \$50 daily for the violation. In the event that this citation does not bring about the expected compliance, a lawsuit can be filed in either Circuit or Chancery Court, asking for an injunction and for the fine to be levied. The fine cannot exceed \$50 daily, per the State Constitution. The STVR permit may be permanently revoked, however, with appropriate documentation and due process.

Comm Angela Cassidy noted that – while a majority of Walden residents seem to be in favor of allowing STVRs – officials of many other towns that have allowed STVRs expressed negativity towards them. In closing, Comm Cassidy is concerned about the possible administrative cost to the Town. Comm Tim Hilvers suggested that the Town charge enough taxes / fees to defer the administrative costs.

Chairman Tim Hancock suggests treating each STVR application as a “change in use” of the property. This would mean notification to neighboring homeowners and a public hearing, much like a change of zoning or variance application. This would allow for public feedback. Ashley Gates noted that a Special Use Permit would have to be secured for each STVR. This process would go through the WPC and also the Board of Mayor and Aldermen.

Chairman Hancock suggested deferring a vote on this matter to a later date, allowing for more discussion at the April meeting. He also recommends that the following information be gathered by Walden Town Hall staff:

- Cost-benefit analysis
- Research hotel / motel tax and how to implement
- Number of two-acre parcels in Walden (There are 87 five-acre parcels.)
- Can we use both AirBnB and VRBO
- Can we limit the total number of STVRs in Walden or the number per street
- Research cost and function of the government portal for AirBnB

**X. ADJOURNMENT**

Chairman Tim Hancock asked for a motion to adjourn the meeting.

COMMISSIONER TIM HILVERS MOVED TO ADJOURN THIS MEETING OF THE WPC AT 6:59 PM, SECONDED BY COMMISSIONER BILL TROHANIS, AND UNANIMOUSLY APPROVED BY THE WALDEN PLANNING COMMISSION.

The meeting was adjourned.

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Respectfully submitted:  
Stacy Stewart

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Approved:  
Mariah Prescott, Town Administrator

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Approved:  
Tim Hancock, Chairman





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## MEMORANDUM

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**To:** Members of the Walden Municipal Planning Commission  
**Cc:** Mariah Prescott, Town Administrator  
**From:** Ashley Gates, Senior Planner  
**Date:** April 19, 2024  
**Subject:** Short Term Vacation Rental Ordinance

### **Background**

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The Town of Walden Board of Mayor and Alderman requested that the Planning Commission study the topic of short-term vacation rentals and whether the existing ordinance should be amended to allow STVRs in zones other than C-1 Commercial.

The Planning Commission recommended an ordinance that allowed STVRs in residential zones on a limited basis, only on lots that are five (5) acres or larger.

After public input, the Board of Mayor and Alderman requested further study by the Planning Commission of this topic.

### **Requested Information**

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#### Parcel Data

The Planning Commission requested the number of lots within Walden that meet the size criteria under consideration of 2 acres or 5 acres.

- There are 1,118 parcels in Walden
- There are 298 Parcels with an area of 2 acres or more
- There are 87 parcels with an area of 5 acres or more

#### Cost and Process Information

Walden staff have provided the attached details as to how the permitting process may work. Specific cost data has been difficult to obtain, though estimates are underway. With this potential process, there are several unknowns, including:

- Will the Hamilton County Commission agree to have the Hamilton County Building Department provide the permitting service for STVRs?
- What will Hamilton County charge for this service?
- If Hamilton County does not provide this service, and Walden were to hire a permitting official, would Hamilton County still provide building permit services that Walden now uses? Once a

building permit official is hired, it is typical for Hamilton County no longer provide permitting assistance.

#### Comparison with other Communities

The attached provides a summary of comments from other municipalities in the area. To summarize, most do not allow STVRs in residential areas, and several have had difficulties with permitting and code enforcement. Areas that have reported benefits from STVRs tend to be those that are small-scale tourist destinations that benefit from having lodging, but may not have the market to support a full hotel.

An important update comes from the Hamilton County Commission, which is now considering no longer permitting STVRs in residential zones. This proposal could result in increased demand for such uses in Walden if Walden decides to allow STVRs. Additionally, this could impact whether Hamilton County would be willing to assist Walden with their STVR permitting process. Hamilton County has not voted on this measure.

#### Tax Collection

As of 2021, all municipalities are authorized to levy a hotel/motel tax of up to 4% by ordinance (TCA 67-4-1402). However, **all funds generated by this tax must be designated and used for the promotion of tourism and tourism development.** Lodging is also subject to state and local sales tax, and this would be of benefit to Walden to some degree.

All fees associated with the permitting process will need to be tied to the cost of the permitting process, and will not bring in general revenue to the Town.

#### Apps / Software / Marketing

Walden cannot specify which application proprietor's use to market and rent their property. Airbnb does offer City Portal, which is an enforcement software that also provides data on local properties to the government. The cost of this software is not readily available.

#### **Staff Recommendation**

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From a planning and land use perspective, staff recommends a cautious approach, allowing STVRs only in a limited number of lots. Staff recommends that only larger lots with sufficient space be allowed to have STVRs, or that STVRs be limited to the Town Center area where new neighborhoods will be established. If Walden realizes benefits from allowing STVRs, then the Town may allow more STVRs in the future.

From an administrative point of view, there are too many unknowns at this time to be able to recommend going forward with this ordinance. Staff recommends that an agreement with Hamilton County be discussed to fully understand what whether allowing STVRs would have the unintended consequence of requiring Walden to establish and staff a permitting department.

## **STVR office staff time/cost details**

If Walden works with Hamilton County (HC) to help with STVR permits:

- First need approval by HC Commission to enter into agreement for them to be our permitting department (like building permits).
- Could use HC for permitting and all preliminary inspections including septic, occupancy, emergency, ingress/egress, parking, etc.
- Applicant fee would most likely take care of HC preliminary costs.
- Walden Town office would be involved with our preliminary portion reviewing site plans to make sure all follows our own zoning ordinance that is different than HC's specs (correct zones with ample acreage, setbacks, number of units allowed, etc.). Currently same process as building permits. Can include a separate fee in application but will need to hire part-time permits employee.
- For all potential violations will need separate agreement with HC for Administrative Hearing Officer. Can include separate fee in application but tough to forecast number of potential future violations.
- Special Use permit when applying for STVR first goes through WPC and then Town Board. Town office time would be involved taking applications, processing payments, reviewing and helping Town planner prepare information, sending public letters, advertising, posting information, and executing public meetings.
- Potential for increase of building permit applications for new construction/renovations for use of STVR's. Walden office would then increase time spent on our portion of building permit approval.

If Walden operated all aspects of STVR permits:

- Town would assume all costs and personnel time for each bullet point above.
- Potential to have HC take away their assistance with building/septic permits since Walden would have to hire our own inspector for all STVR inspections. That would leave Walden with having to create a Building Permit Department to handle all STVR and building permits.

### Comparable Towns STVR

All Towns we spoke to had issues with STVR's or did not allow them for various issues. Main issues were: not enough staff to handle permitting, inspections, and violations, issues with parking, and resident complaints. The recent issues with Chattanooga's STVR program contributed to a few Towns deciding to not allow or expand on STVR's in other zones.

#### Lookout Mountain, TN

- Only allows STVR's in Commercial zone – none so far
- Did not decide to expand in part due to Chattanooga's issues with STVR's
- If illegal STVR is found, Police Chief/Town Marshall remediates

#### Lakesite, TN

- Only allows STVR's in Commercial zone
- Did not decide to expand in part due to Chattanooga's issues with STVR's
- Has to pay for staff time and legal help to eliminate violators

#### Lookout Mountain, Ga

- Called Home Sharing - only 15 allowed at a time
- Application submitted before City Council (insurance and guidelines)
- Owner-occupied only
- Air BnB collects 3% tax and sends to City
- In house personnel
- Only financially beneficial to home owners, not city

#### Monteagle, TN

- No extra City tax collected
- In house personnel
- Non-owner occupied
- Problems with traffic, parking in yards and streets
- Terrible problem for residents

#### Signal Mountain, TN

- Owner-occupied
- Currently no fees for permits
- 10 page application approved by the Building Official

- 1 million dollar insurance policy required
- In house personal but takes up most of Building Official's time
- Homeowner has to send out certified letters to residents of 100 feet radius
- If within HOA, the HOA has to approve
- Annual renewal but no time to enforce or seek out if requirements are not met

#### Hamilton County, TN

- Has in house staff
- Barely breaks even with revenue from cost of permits
- Tough to regulate
- Separate fee for sewer/septic permit for allowed occupancy

#### Pikeville, TN – did not respond

#### Spring City, TN

- Permitted in all residential zones
- Tourism is major component of local economy due to lake/fishing

#### South Pittsburg, TN

- Not regulated

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE EXISTING WALDEN ZONING ORDINANCE FOR THE PURPOSE OF DEFINING THE TERM “SHORT TERM VACATION RENTALS” AND PERMITTING THIS USE IN THE R-1 RESIDENTIAL, A-1 AGRICULTURAL, E-1 ESTATE, C-1 COMMERCIAL, TC-MU TOWN CENTER RESIDENTIAL AND TC-R TOWN CENTER RESIDENTIAL ZONES WITH A SPECIAL USE PERMIT PURSUANT CERTAIN CONDITIONS**

**WHEREAS**, Tennessee Code Annotated (TCA) § 13-7-201, allows for the zoning of territory within a municipality; and

**WHEREAS**, the Walden Municipal Planning Commission has certified a zoning ordinance as provided for in TCA § 13-7-202, adopted by the Town of Walden Board of Mayor and Aldermen as Ordinance 2002-230 and readopted as Ordinance 2023-354 and amended from time to time; and

**WHEREAS**, TCA §13-7-204 authorizes amendments to a zoning ordinance; and

**WHEREAS**, the Walden Municipal Planning Commission has reviewed the existing Walden Zoning Ordinance and recommended certain changes in order to implement the Town of Walden Plan, adopted by the Town of Walden Board of Mayor and Aldermen as Ordinance 2022-342; and

**WHEREAS** the Walden Municipal Planning Commission reviewed and recommended the amendments to the Walden Zoning Ordinance contained herein at their regularly scheduled meeting held on September 28, 2023; and

**WHEREAS**, in accordance with TCA § 13-7-203, subsection (a), a public hearing was held prior to final reading of this ordinance;

**NOW THEREFORE, BE IT ORDAINED** by the Board of Mayor and Aldermen of the Town Of Walden, Tennessee that Ordinance 2023-354, also known as the Walden Zoning Ordinance, be amended as follows:

Section 1: That Section 1.07 Specific Definitions be amended by adding the following definition in the appropriate alphabetical order.

"Short-Term Vacation Rental" (STVR) shall mean any house or structure advertised or held out to the public as a place where guest rooms are supplied for compensation and such accommodations are provided on a weekly or daily basis for no more than thirty (30) days. This definition does not include bed and breakfast establishments, hotels, motels, or any dwelling units rented or leased for more than 30 days.

Owner-Occupied Short-Term Vacation Rental: An STVR where the proprietor/operator of any house or structure used as a short-term vacation

rental is a full-time resident of the short-term vacation rental property and continue to reside on the property throughout all guest stays.

Non-Owner-Occupied Short-Term Vacation Rental: All STVRs that do not meet the criteria of an Owner-Occupied STVR.

Section 2: That Section 4.01 Agricultural Zone, Part (d) Special Uses Permitted be amended by adding:

(12) Owner-Occupied Short Term Vacation Rentals on parcels with an area of at least twenty (20) acres limited to one per lot

Section 3: That Section 4.02 Estate Zone, Part (d) Special Uses Permitted be amended by adding:

(8) Owner-Occupied Short Term Vacation Rentals on parcels with an area of at least five (5) acres limited to one per lot

Section 4: That 4.03 Residential Zone, Part (d) Special Uses Permitted be amended by adding:

(7) Owner-Occupied Short Term Vacation Rentals on parcels with an area of at least five (5) acres limited to one per lot

Section 5: That Section 4.04 C-1 Commercial Zone, Part (c) Special Uses Permitted be amended by adding:

(11) Short-Term Vacation Rentals, both Owner-Occupied and Non-Owner Occupied, limited to one (1) per structure

Section 6: That Section 4.05 Town Center-Mixed Use Zone, Part (d)(2) Special Uses Permitted be amended by adding:

(7) Short-Term Vacation Rentals, both Owner-Occupied and Non-Owner Occupied, limited to one (1) per structure

Section 7: That Section 4.06 Town Center-Residential, Part (d)(2) Special Uses Permitted be amended by adding:

(5) Short-Term Vacation Rentals, both Owner-Occupied and Non-Owner Occupied, limited to one (1) per structure, provided that the structure is not a single-family detached structure

**SECTION 2: Effective Date.** The ordinances and amendment described above shall take effect upon their adoption and publication, the public welfare requiring it.

Approved this the \_\_\_\_\_ day of \_\_\_\_\_, 2023, the public welfare requiring it.

First reading and public hearing:

Final reading:

Yay:

Yay:

Nay:

Nay:

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Recorder

**ORDINANCE NO.**

**AN ORDINANCE TO AMEND TITLE 9 OF THE WALDEN MUNICIPAL CODE BY ENACTING A CHAPTER 5 THEREOF TO ADDRESS THE REGULATION OF SHORT- TERM VACATION RENTALS WITHIN THE TOWN OF WALDEN**

**WHEREAS**, the Board of Mayor and Alderman recognizes the need to provide for and regulate short-term vacation rentals operating within the Town of Walden; and,

**WHEREAS**, the Walden Municipal Planning Commission has reviewed the amendment and recommended approval; and,

**WHEREAS**, a public hearing was held prior to final reading of this ordinance;

**WHEREAS**, the Board of Mayor and Alderman has considered and accepted the recommendation of its Planning Commission:

**NOW THEREFORE BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMAN OF THE TOWN OF WALDEN, TENNESSEE** as follows:

SECTION 1: That the Town of Walden Municipal Code, Title 9 Businesses, Peddlers, Solicitors, Etc. is hereby amended with the addition of a Chapter 5. This Chapter shall be entitled, "Short- Term Vacation Rentals," and shall read as follows:

**CHAPTER 3 SHORT-TERM VACATION RENTALS**

**SECTION**

**9-501. Definitions.**

**9-502. Minimum Standards for Short-Term Vacation Rentals.**

**9-503. Permit Application Process.**

**9-504. Permit Renewal.**

**9-505. Permit Revocation.**

**9-506. Failure to Obtain Permit.**

**9.507. Short-Term Vacation Rentals and Private Agreements.**

**9-501. Definitions.** The following term, wherever used or referred to in this chapter, shall have the following meaning:

"Short-Term Vacation Rental" shall mean any house or structure advertised or held out to the public as a place where guest rooms are supplied for compensation and such accommodations are provided on a weekly or daily basis for no more than thirty (30) days. This definition does not include bed and breakfast establishments, hotels, motels, or any dwelling units rented or leased for more than 30 days.

“Owner-Occupied Short-Term Vacation Rental” shall mean a short-term vacation rental where the proprietor/operator of any house or structure used as a short-term vacation rental is a full-time resident of the short-term vacation rental property and continue to reside on the property throughout all guest stays.

“Non-Owner-Occupied Short-Term Vacation Rental” shall mean all short-term vacation rentals that do not meet the criteria of an owner-occupied short-term vacation Rental.

**9-502. Minimum Standards for Short-Term Vacation Rentals.** The following shall be considered the minimum standards for any dwelling used as a short-term vacation rental.

- (1) The proprietor/operator of any house or structure used as an owner-occupied short-term vacation rental must be a full-time resident of the short-term vacation rental property and continue to reside on the property throughout all guest stays.
- (2) No on or off-site signage shall be permitted at any short-term vacation rental.
- (3) No more than eight (8) guests may utilize a short-term vacation rental at any given time. This count does not include the short-term vacation rental proprietor or any other permanent residents on the property being used as short-term vacation rental.

Alternative (same as Hamilton County):

Each home seeking to be certified as a short-term vacation rental shall sleep no more than two (2) times the number of approved bedrooms, plus (2) additional persons; and be no more than 5,000 square feet if unsprinkled. Only bedrooms that are to certified and rented to guests as part of the STVR, and not those that are part of the main living area, shall count towards the number of approved bedrooms.

- (4) No short-term vacation rental shall be permitted to be rented for a period of less than twenty-four (24) hours.
- (5) No short-term vacation rental shall be permitted to be rented for a period of greater than thirty (30) days.
- (6) Adequate on-site parking shall be provided, as determined by Town staff after considering proposed number of guests, frequency of operations, and availability of on-street parking. As a general rule, parking shall not be allowed on any vegetated area of the premises on which the short-term vacation rental is located.

Alternative: A minimum of one off-street parking space per every three (3) guests permitted to stay shall be provided. Parking shall not be allowed on any vegetated area of the premises on which the short-term vacation rental is located.

- (7) The proprietor of a short-term vacation rental shall be responsible for collecting and remitting all applicable room, occupancy, and sales taxes required by state and local law.
- (8) All short-term vacation rental proprietors and guests must abide by all noise restrictions and other applicable local laws of the Town of Walden.
- (9) A short-term vacation rental may include a primary dwelling unit and/or a secondary dwelling unit, but shall not include uninhabitable structures such as garages, barns or sheds.
- (10) All dwelling units shall have functioning smoke detectors as determined by the Fire Marshal and other life safety equipment as required by local, state, and federal law.
- (11) All dwelling units shall meet all applicable laws related to zoning, building, health or life safety.

**9-503. Permit Application Process.** No individual or entity shall operate a short-term vacation rental in the Town of Walden without first obtaining a short-term vacation rental permit. Applications for such permits will be made available at Town Hall during normal operating hours.

- (1) **Business License Required.** Prior to submitting a short-term vacation rental permit application, the short-term vacation rental operator must obtain a business license from the Town of Walden.
- (2) **Application Requirements.** The following must be included in the application for a short-term vacation rental permit:
  - (a) The name, address, telephone number, and email address of the short-term vacation rental and operator.
  - (b) The business license number.
  - (c) Documentation that the applicant is the owner of the property proposed to be used as a short-term vacation rental.
  - (d) A short narrative describing the area and number of rooms to be rented, the maximum number of allowed guests, guest parking location, and the proposed days of operation (all year, only weekends, etc.).
  - (e) Proof of insurance on the house or structure to be used as a short-term vacation rental and proof of a suitable endorsement.
  - (f) Proof the short-term vacation rental proprietor is up to date on all applicable tax payments. If the permit is being renewed, such proof shall include proof of payment of state occupancy taxes.

- (g) Proof of written notice of the short-term vacation rental permit application via certified mail to all property owners within a one hundred (100) foot radius of the subject property boundary line.
  - (h) Proof of owner residency at the subject property for owner-occupied short-term vacation rental properties.
  - (i) Proof of non-conforming status per TCA 13-7-602 for existing short-term vacation rental properties operating before the effective date of this ordinance.
- (3) **Application Review.** Upon receiving an application for a short-term vacation rental permit, town staff shall review the application and provide comment. If deemed necessary, town staff is permitted to inspect the premises to ensure compliance with state and local laws.

If the application and site meet all the requirements set out in this Chapter and the Town of Walden Zoning Ordinance, town staff may issue a short-term vacation rental permit.

**9-504. Permit Renewal.** All short-term vacation rental permits must be renewed annually. An application for a permit renewal shall contain the same items outlined in Section 9-303 with the exception of items (d) , (g) and (i). The short-term vacation rental permit is non-transferable to another property or owner.

**9-505. Permit Revocation and Suspension.** The Town Administrator or a designee reserves the right to revoke any short-term vacation rental permit at any time when there is a risk from existing conditions to public health and safety or if there is any violation or failure to comply with the provisions of this Chapter after a permit has been properly issued.

The Town Administrator or a designee reserves the right to temporarily suspend any short-term vacation rental permit in the case of any local code violations that pose an immediate threat to public health and safety.

Notice that a short-term rental unit permit has been revoked shall be submitted to the short-term vacation rental operator in writing and shall include the right of the operator to appeal the revocation to Board of Mayor and Alderman within sixty (60) days of the permit's revocation.

A short-term vacation rental permit that has been revoked shall prevent the permit holder and the specific property from applying for a new short-term vacation rental permit for a period of one year from the date of revocation. This provision shall not apply if the permit revocation is successfully appealed to the Board of Mayor and Alderman.

**9-506. Failure to Obtain Permit or Operating Under Suspended Permit.** Use of any property as a short-term vacation rental prior to obtaining a short-term vacation rental permit or during a period of permit suspension shall be punishable by a fine of up to \$50.00 per

violation. Each day the violation continues shall be considered a separate offense. This section does not apply to short-term vacation rentals operating in accordance with Tennessee Code Annotated Section 13- 7-601 through 13-7-606.

**9-507. Short-Term Vacation Rentals and Private Agreements.** Nothing in this Chapter prohibits a homeowner's association, condominium, or similar entity from prohibiting or restricting property owners from using their property as a short-term vacation rental.

In addition, nothing in this Chapter prohibits any property owner from placing a restrictive covenant or easement on their property prohibiting or restricting its use as a short-term vacation rental.

**SECTION 2: Effective Date.** The ordinances and amendment described above shall take effect upon their adoption and publication, the public welfare requiring it.

Approved this the \_\_\_\_\_ day of \_\_\_\_\_, 2023, the public welfare requiring it.

First reading and public hearing:

Final reading:

Yay:

Yay:

Nay:

Nay:

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Recorder



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## MEMORANDUM

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**To:** Members of the Walden Municipal Planning Commission  
**Cc:** Mariah Prescott, Town Administrator  
**From:** Ashley Gates, Senior Planner  
**Date:** April 19, 2024  
**Subject:** Acceptance of Parsons Lane as Town Right-of-Way

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### Background

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The residents and property owners along Parsons Lane have requested that the Town accept Parsons Lane. Parsons Lane is a private street established in deed August 28 1956, recorded in book 1239 Page 159 in the Register's Office of Hamilton County that provides provide primary access to fourteen (14) lots. The property owners, who pay Walden property tax, have maintained the road. The residents have proposed a cost-sharing agreement.

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### Requested Information

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The Planning Commission requested additional information on the cost of core sampling of the road. Attached are two quotes, costing an estimated \$3,495 to \$5,000. Additionally, the Town Attorney has updated the ordinance to include a proposed cost-sharing agreement.

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### Staff Recommendation

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The Walden Land Use Plan calls for Parsons Lane to remain low-density residential, with 2-acre or larger parcels. Parsons Lane was established before the Town of Walden was incorporated, and only shortly after Hamilton County had established a Planning Commission. While staff has not researched the laws in place in 1956, staff is aware of many long-standing private roads in Hamilton County, and presumably this was common practice.

With the cost of road maintenance increasing, adequate maintenance of Parsons Lane is likely a significant financial burden for the fourteen property owners. No new lots may be created on private roads in Walden, so the residents of Parsons Lane do not have the ability to divide the cost across additional lots. The high cost of road maintenance is a price that is paid to maintain the very low density housing that the Town wishes to maintain in the areas of town outside the Town Center.

Maintaining Parsons Lane is necessary for these properties to continue to receive public services such as mail, fire, and EMS access. Because publicly maintaining this road will support the low density of this area, staff finds that the adoption of Parsons Lane is consistent with the Walden Land Use Plan.

The proposed evaluation of the road and cost-sharing agreement will inform the Board of Mayor and Alderman as to the true fiscal impact of the acceptance of Parsons Lane as a public road. The Planning Commission may wish to recommend that the full road evaluation and the cost-sharing agreement be executed before the Town accepts the road. The Planning Commission, however, does not have a responsibility to fully evaluate the fiscal impact of this decision.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE TOWN OF WALDEN, TENNESSEE CONDITIONALLY  
ACCEPTING PARSONS LANE AS A TOWN-MAINTAINED PUBLIC STREET**

**WHEREAS**, Parsons Lane is an existing private street established in deed August 28 1956, recorded in book 1239 Page 159 in the Register’s Office of Hamilton County that provides provide primary access to fourteen (14) lots; and

**WHEREAS**, all property owners of lots abutting Parsons Lane have requested that the Town of Walden accept Parsons Lane as a town-maintained public street; and

**WHEREAS**, the city has had the road evaluated by their on-call engineering consultant, CTI Engineers; and

**WHEREAS**, the city planning commission met in regular session on March 28, 2024 and voted \_\_\_\_\_ [vote results] to recommend the town accept/not accept Parsons Lane for maintenance purposes and has received a letter with recommended improvements from CTI Engineers stating that Parsons Lane would need to be widened to eighteen (18) feet; and

**WHEREAS**, all of the current residents of Parsons Lane have collectively offered to offset 20% of the Town’s cost to improve Parsons Lane to Town standards; and

**WHEREAS**, the roadway varies in width between 12 to 14 is approximately 2,480 feet in length, with a dedicated right of way being 50 feet in width;

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Mayor and Aldermen of the Town of Walden, Tennessee that:

**SECTION 1.** The Board of Mayor and Aldermen does, by the adoption of this ordinance, and subject to the conditions set forth in Section 2 below, accept the street known as Parsons Lane is an existing private street established ~~in~~by deed August 28 1956, recorded in book 1239 Page 159 in the Register’s Office of Hamilton County that provides provide primary access to fourteen (14) lots. A copy of the deed establishing Parsons Lane is attached hereto and incorporated by reference as if fully stated herein and marked Exhibit “A.”

**SECTION 2.** The acceptance of the dedication of Parsons Lane as provided herein will not take effect until the Town Administrator secures a contract for the improvement of Parsons Lane to Town standards and the residents of Parsons Lane have deposited with the town monies totaling 20% of the contract price for said improvements. The residents shall have thirty (30) days after notice from the Town Administrator to make such deposit.

**SECTION 23.** The Board of Mayor and Aldermen hereby authorizes the Town ~~Adminsitator~~Administrator to sign any documents necessary and to perform any actions necessary, including but not limited to filing documents with the Register of Deeds office, to effectuate the acceptance of Parsons Lane.

**SECTION 34.** Nothing in this ordinance hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any

cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in this ordinance; nor shall any just or legal right or remedy of any character be lost impaired or affected by this ordinance.

|       **SECTION 45.** This ordinance shall take effect upon publication after its final passage in a newspaper of general circulation, the public welfare requiring it.

Approved on First Reading \_\_\_\_\_

Approved on Second Reading \_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Attest: City Recorder

\_\_\_\_\_  
City Attorney



April 9, 2024

CTI Engineers, Inc  
1122 Riverfront Parkway  
Chattanooga, TN 37402

ATTENTION: Mr. Carson Willis  
[cwillis@ctiengr.com](mailto:cwillis@ctiengr.com)

Subject: **PROPOSAL FOR PAVEMENT EXPLORATION**  
Parsons Lane Pavement Evaluation  
Walden, Tennessee  
UES Project No. A24110.00317

Dear Mr. Willis:

UES Professional Solutions 19, LLC (UES) appreciates the opportunity to provide you with our proposal for pavement exploration for the subject project in Walden, Tennessee. The following proposal outlines our understanding of the project requirements based on our correspondence and the provided information. The proposal provides a general description of the project, the associated costs, and the proposed schedule. In addition, we have attached our Agreement for Services that establishes contractual arrangements. This attachment should be completed and forwarded to our office.

## **PROJECT DESCRIPTION**

UES understands that there are concerns regarding the strength and condition of the existing pavement section for Parsons Lane in Walden, Tennessee. It is possible remedial measures may be necessary. Parsons Lane is an existing residential street that extends west from Wilson Avenue to what appears to be a dead end over a distance of approximately 2,500 feet. This area is shown on the attached Proposed Coring Area. At this time, no plans or future traffic loading information is available. UES has been asked to perform a pavement evaluation to determine the existing pavement and stone thickness throughout the alignment and consistency of the existing subgrade beneath in order to provide recommendations to repair/rehabilitate the pavement if necessary.

## **SCOPE OF SERVICE**

UES personnel will perform a series of asphalt cores within the existing alignment of Parsons Lane based. We have estimated a series of thirteen (13) asphalt cores will be performed at locations spread along the roadway. This quantity is based on the approximate length of the existing roadway. The cores will be evenly spaced and will alternate between lanes. The average spacing is estimated at 200 feet. Locations may be edited in the field based on the existing conditions.

The cores will be removed and transported to UES laboratory for measurement. Once the cores are removed the basestone thickness will be measured at each location. In addition, the subgrade will be evaluated using a dynamic cone penetrometer (DCP) at each core location. At the completion of coring, the holes will be backfilled and patched with asphalt cold patch. Asphalt cores, basestone samples, and soil samples will be transported to UES laboratory for testing.

In addition to the information provided above, UES will denote any hazardous materials encountered in the core sampling.

Our services will culminate with a written report prepared by a geotechnical engineer or project staff professional under the review of a senior engineer licensed in Tennessee. The report will provide a detailed map showing approximate sampling locations and outline the results of the coring, basestone and subgrade testing, along with recommendations for the pavement repairs/rehabilitation based on the anticipated future traffic loading.

## **FEES**

Based on the scope of services described above, the lump sum costs to perform the proposed scope of services listed above will be as follows:



• Coring Services (Estimated 2 days)	\$ 3,000
• Engineering Services / Reporting	<u>\$ 2,000</u>
<b>TOTAL</b>	<b>\$ 5,000</b>

This pricing assumes 2 days of coring services. If less time is needed, a credit of \$1,500 per day will be deducted from the total lump sum cost. UES has based the price above on the coring being performed without the use of traffic control. If requested, UES can hire a traffic control subcontractor to facilitate the proposed exploration. Typically, this work is performed at a rate of \$2,000 per day. Should conditions be encountered such that additional services appear to be in the best interest of the project, we would contact you with our recommendations prior to proceeding with any services beyond the scope of this proposal. We will not exceed this proposal amount without written authorization from you.

**PROJECT SCHEDULE**

Based on our current schedule, we are prepared to initiate our geotechnical services immediately upon receipt of your written authorization to proceed, with mobilization to the project site within one week of authorization. Per Tennessee law, a three-day utility clearance period is required before any excavation or drilling can begin. Tennessee One Call will provide location of public utilities; any private utility location will be the responsibility of the owner. If required, UES can provide a private utility locate for an additional fee. We anticipate that the field exploration will be completed in two days. Verbal preliminary information can be provided at the completion of the field work, if necessary. The subsurface report will be submitted approximately five to ten working days after the completion of the field exploration.

**WORK AUTHORIZATION**

Our Agreement for Services is attached and is incorporated as a part of this proposal. Please indicate your acceptance of our proposal by signing and returning one copy to our office. A facsimile transmittal of the signature page of the contract will be considered suitable written authorization. However, UES will issue the report only after the receipt of a signed copy of this contract. If you elect to indicate acceptance of our proposal by issuing a purchase order, then please reference this proposal number and date. Your



purchase order will be an acceptance of our Agreement for Services and an authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, as our agreement is for services which are not compatible with purchase order agreements.

**CLOSURE**

Again, thank you for the opportunity to be of service to you on this project. If you should have any questions, or need any further information, please do not hesitate to contact us.

Sincerely,

**UES Professional Solutions 19, LLC**



Derek K. Kilday, P.E.  
V.P. – Chattanooga Area Manager



William M. Hesterlee, P.E.  
Geotechnical Department Manager

Attachments:            Proposed Coring Area  
                                 Agreement for Services Form



# Proposed Coring Area

Parsons Lane - Walden, TN

**Legend**

- Parsons Lane





April 10, 2024

CTI Engineers, Inc.  
1122 Riverfront Parkway  
Chattanooga, Tennessee 37402

Attn: Carson Willis  
P: (615) 521-9624  
E: cwillis@ctiengr.com

**Re: Proposal for Construction Materials Testing**

Walden, TN – Private Roadway  
Parsons Lane  
Walden, Tennessee  
Terracon Proposal No.: **PE2241059**

Dear Mr. Willis,

Terracon appreciates the opportunity to submit this proposal to CTI Engineers, Inc. for Materials testing services on the referenced project. This proposal describes our understanding of the project, discusses the scope of services to be provided and presents applicable fees with a Fee Estimate.

**PROJECT INFORMATION**

The project site is located at Parsons Lane in Walden, Tennessee and is planned for the widening and re-paving of an existing roadway. Terracon has been requested to core asphalt, measure basestone thickness, and check soil bearing capacities using a dynamic cone penetrometer at shallow elevations beneath the roadway.

Project documents were not available during the preparation of this proposal. We have been requested to provide a general scope of services as shown below. Please note that the scope of services provided may not be all that is required in the project documents. Additional services are available and can be executed upon request with additional fees. We request the opportunity to review the project documents and revise this proposal accordingly.

If our assumptions or understanding of the project are incorrect, we request the opportunity to review this proposal and modify it accordingly for re-submittal to your attention.



Terracon Consultants, Inc. 51 Lost Mound Drive, Suite 135 Chattanooga, TN 37406  
P [423] 499 6111 F [423] 499 8099 terracon.com

## **SCOPE OF SERVICES**

We recommend that the scope of work described in this proposal be provided to the person(s) who will be responsible for scheduling our services so that they are aware of the services that are proposed. Our services specifically exclude job site safety responsibility and our services do not relieve any contractor/subcontractor from complying with project specifications.

### **Asphalt Lab Testing, Core Retrieval, and Field Measurements**

- Obtain asphaltic concrete cores for laboratory density testing in general accordance with ASTM D2726 and thickness.
- After core extraction, we will backfill the holes with cold-patch asphalt material.
- Perform tests on shallow soils (the upper 1 ft. of soil material) in the core locations utilizing a dynamic cone penetrometer (DCP) to evaluate soil bearing pressures in locations identified by the client.
- Measure asphalt and base stone thicknesses.
- Report soil and asphalt measurements and testing activities to the appropriate project representatives and contractor and provide the results in a written report.

## **CONSTRUCTION TESTING COORDINATION/OVERSIGHT**

Terracon will designate a Project Manager to oversee Terracon's scope of Construction Testing for the project. The Project Manager will review reports of field tests and observations or designate appropriate parties to do so and submit reports to the parties designated in the contract documents.

During construction, Terracon requests to be provided with copies of all current/ revised drawings, details, specifications, Requests for Information, reviewed submittals, and any other clarifying or modifying communication that affect our portion of the work.

### **Reporting & Scheduling**

After review by the Terracon Project Manager, final reports will be issued electronically. Laboratory test results are available within 24 hours of test completion and reports can be transmitted the following business day upon request.

Non-compliant tests or observations will be promptly reported to contractor personnel so corrective action can be taken and documented. Pre-designated project team members can be contacted via telephone call, fax or email the day of any uncorrected discrepancy, as requested.



We anticipate our services to be on an as-requested basis. We request our services be scheduled a minimum of two working days in advance and three working days prior to the commencement of each category of activities. We will endeavor to schedule services on lesser notice but may not always be able to meet the desired project schedule. All requests for periodic services should be submitted to our direct scheduling phone (423-602-2100) between 8:00am and 5:00pm, Monday through Friday. Messages left on the scheduling line outside of these hours on weekdays or on Saturday, Sunday and Holidays will be received the next business day.

A key management and cost control advantage that Terracon brings to this project is our **Construction Materials Engineering Laboratory Management System (CMELMS™)**. Some key components of this system include:

- The program automatically tracks all reports and provides immediate availability of test results. A hardcopy can be printed and personally delivered, sent electronically via e-mail, or posted to our Client Document Website that can be updated daily for the storage of all reports and can be accessed only by approved users.
- CMELMS has a built-in deviation log that can be updated with each report to track which deficiencies have been corrected and which ones are still outstanding.
- CMELMS can track and compile the progress of our testing and inspection activities and submit real-time budget reports that can be accessed and printed. The system also has the ability to track "re-tests" and additional testing services in detail so that those charges can be evaluated.

In order to expedite report submittal and reduce the use of paper, we propose to utilize Terracon's Client Document Website on this project at no additional charge to the client. Any designated member of the project team can receive access to Terracon's Client Document Website and can view, download or print our inspection and testing reports as they are uploaded daily. The access to reports can be limited by the report type, for example, the project civil engineer will not have access (and is not notified to the uploading) of structural steel reports. The Client Document Website also allows for the electronic storage of our reports and can be accessed by approved users with an internet connection from anywhere at any time.



## **COMPENSATION**

Terracon will provide the scope of services described on a time and materials (hourly and unit rate) basis. However, the construction schedule, weather conditions, efficiency of scheduling by site personnel, construction workmanship, etc. will determine the actual cost of our services. Based on the above scope, information provided, and noted assumptions; we **estimate** the cost for testing to be **\$3,495.00** for the proposed services on this project, as itemized in the attached Fee Estimate.

Please note that if additional scopes of work are requested or if additional site visits are requested beyond those anticipated we will discuss with you at that time and may need to increase the Project Budget. Also, labor and expense charges associated with re-inspections/re-testing and contractor or weather-related standby/delay time is not included and will be described as such in reports and/or invoicing for your information. We will advise you if these situations occur.

The billing for our services will be directed to your attention on a monthly basis. Actual fees for services provided will accrue in accordance with the attached unit and hourly rates.

### Personnel

Coring Crew .....	\$130/hour
Clerical .....	\$50/hour
Project Manager .....	\$125/hour
Senior Engineer .....	\$165/hour

Note: Travel made for performance of testing, inspection and consulting services are charged portal-to-portal in 1-hour increments from our Chattanooga office. Technician time will be charged at a 4-hour minimum for each day's site visit (unless noted otherwise). An overtime premium of 1.5 times the hourly rate will apply for services provided Monday through Friday that are in excess of 8 hours per day and for services provided before 6:00 AM and after 8:00 PM, as well as for services provided on Saturday. An overtime premium of 2.0 times the hourly rate will apply for services provided Sunday and Terracon recognized Holidays.

### Laboratory Testing/Equipment/Supplies/Travel

Asphalt Core (Thickness & Density) .....	\$70/each
Equipment Fee .....	\$45/day
Trip Charge .....	\$50/trip



This proposal may be accepted by executing the attached Agreement for Services (Agreement) and returning these documents via email (emmanuel.kirwa@terracon.com) or fax (423) 499-8099. This Agreement, including the limitations it contains, shall constitute the exclusive terms, conditions and services to be performed for this project. This proposal is valid only if authorized within 90 days from the listed proposal date.

Again, we greatly appreciate the opportunity to provide this proposal for our services during construction. If you have any questions, please do not hesitate to contact us.  
Sincerely,

## Terracon

A handwritten signature in blue ink, appearing to read 'J. Hitchcock', is written over the printed name.

Joseph Hitchcock, E.I.  
Materials Staff Engineer

Emmanuel Kirwa, PMP  
Materials Project Manager

Attachments: Project Distribution List  
Fee Estimate  
Agreement for Services



### Project Distribution List

1. Contact Name: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Contact Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Contact Fax: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Contact Cell: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Contact Email: \_\_\_\_\_
  
2. Contact Name: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Contact Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Contact Fax: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Contact Cell: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Contact Email: \_\_\_\_\_
  
3. Contact Name: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
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7. Contact Name: \_\_\_\_\_  
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Company Address: \_\_\_\_\_  
Contact Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Contact Fax: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Contact Cell: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Contact Email: \_\_\_\_\_

**FEE ESTIMATE**  
**Material Testing and Inspection**  
**Walden, TN - Private Road ■ Walden, TN**  
**Terracon Proposal No. PE2241059**

SERVICES	UNIT RATES			QTY	TOTAL
<b>Asphalt Coring and Field Measurements</b>					
Coring Crew	\$130.00 per hour	2 visits	8 hours/visit	16	\$2,080.00
Asphalt Cores	\$70.00 per core	3 cores		3	\$210.00
Equipment Fee	\$45.00 per day	2 visits	1 ea.	2	\$90.00
				Subtotal	\$2,380.00
<b>Site Visits</b>					
Vehicle Charge (company vehicle & mileage)	\$50.00 per visit	2 visits	1 roundtrip	2	\$100.00
				Subtotal	\$100.00
<b>Administrative Personnel</b>					
Clerical	\$50.00 per hour		2 hours	2	\$100.00
Project Manager	\$125.00 per hour		6 hours	6	\$750.00
Senior Engineer	\$165.00 per hour		1 hours	1	\$165.00
				Subtotal	\$1,015.00
<b>Total Estimated Fee</b>					<b>\$3,495.00</b>

**Note: This worksheet is a cost estimate based upon the above-listed hours, trips, and quantities and is not a guaranteed maximum price. Cost estimates for above mentioned testing were based on conversations with the client. No work schedule or project drawings were available.**

## AGREEMENT FOR SERVICES

This **AGREEMENT** is between CTI Engineers, Inc. ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Walden, TN - Private Roadway project ("Project"), as described in Consultant's Proposal dated 04/10/2024 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$10,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Tennessee law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**  
 By: \_\_\_\_\_ Date: **4/10/2024**  
 Name/Title: **Emmanuel C Kirwa / Group Manager**  
 Address: **51 Lost Mound Dr, Ste 135**  
**Chattanooga, TN 37406-1030**  
 Phone: **(423) 499-6111** Fax: **(423) 499-8099**  
 Email: **Emmanuel.Kirwa@terracon.com**

Client: **CTI Engineers, Inc.**  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name/Title: **Carson Willis /**  
 Address: **1122 Riverfront Pkwy**  
**Chattanooga, TN 37402-2105**  
 Phone: **(615) 521-9624** Fax: \_\_\_\_\_  
 Email: **cwillis@ctiengr.com**

**ORDINANCE NO. XXX**

**AN ORDINANCE OF THE TOWN OF WALDEN, TENNESSEE  
RELATING TO MAINTENANCE AND PLANTING OF TREES**

WHEREAS, the Town of Walden’s unique physical and aesthetic character is enhanced by the growth and maintenance of trees in public and private spaces; and

WHEREAS, the Board of mayor and Alderman finds that in order to promote the public health, safety and general welfare of the Town while at the same time recognizing individual rights to develop and maintain private property in a manner which will not be prejudicial to the public interest certain regulations relating to trees are appropriate:

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

Section 1: That a new Chapter 5 be added to Title 13 of the Walden Municipal Code as follows:

13-501. Definitions.

(1) For the purpose of this article, the following terms, phrases and words shall have the meanings given herein:

(a) *Town property* means all real property that is owned or leased by the Town.

(b) *Town right-of-way* means property offered for dedication and used or accepted as a public right-of-way.

(c) *Critical root zone* means an area equal to a 1-foot radius from the base of the tree’s trunk for each 1 inch of the tree’s diameter at 4.5 feet above the natural grade.

(d) *Diameter at breast height (DBH)* means a standard of measure of tree size, being the diameter of a tree measured at a height of 4.5 feet above the ground.

(e) *Heritage Tree* means a tree of biological, cultural, ecological or historical interest because of its age, size or condition or horticultural significance.

(f) *Landscape specialist* means a certified arborist or other knowledgeable Town staff member to enforce this ordinance.

(g) *Maintenance standards* means generally accepted standards for maintenance of trees as set forth by the American National Standards Institute and published by the International Society of Arboriculture in the following publications:

1. ANSI A300 (Part 1), 2001
2. ANSI A300 (Part 2), 1998
3. ANSI A300 (Part 1), 2000
4. ANSI Z133, 2000

(h) *Park* means all Town public parks.

(i) *Planting plan* means a scaled drawing depicting all materials, specifications, and any other reasonable information required by the landscape specialist to evaluate permit applications.

(j) *Property owner* means the owner of record or any person owning an interest in property including a lienholder.

(k) *Public trees* means trees growing on property owned by the Town.

(l) *Street trees* means trees and shrubs lying on property growing within any Town right-of-way on any public street.

(m) *Topping* means the severe cutting back of limbs or trunks within the canopy of a tree to remove the normal canopy and disfigure the tree.

(n) *Tree* means a woody plant with a single trunk or multiple trunks that grow to a height of 15 feet or more.

(o) *Urban forest* means all trees located within the Town.

13-502. Violation and penalty.

(1) Any violation of this chapter is unlawful and shall be subject to enforcement by a civil penalty of not more than \$50.00 for each violation. Each day such violation or failure to comply continues shall constitute a separate offense. This penalty provision is non-exclusive, and the Town may seek other relief as provided by law.

13-503. Purpose.

The goals and intent of the tree ordinance are to:

- (1) Establish and maintain maximum tree coverage.
- (2) Maintain trees in a healthy condition.
- (3) Establish and maintain the optimum age and species diversity.
- (4) Select, plant, and maintain street trees to minimize hazard and maintenance costs.
- (5) Promote the efficient and cost-effective management of the urban forest.
- (6) Foster community support for the local urban forest program and encourage good tree management on privately owned properties.

13-504. Tree Board.

There is hereby established a tree board, to be appointed by the Board of Mayor and Alderman. The tree board will consist of five members, who will serve without compensation. The tree board will choose its own officers, make its own procedural rules and regulations with guidance from the Town Board, when necessary, establish meeting dates, and conduct its meetings in accordance with the Tennessee Open Meetings Act. A majority of the total members will be a quorum. The Town tree board, with the advice and consultation of the landscape specialist (if one is appointed) shall:

- (1) Work directly with the landscape specialist to create and recommend to the Board of Mayor and Alderman a comprehensive tree management plan to guide planting, maintenance, and replacement of trees on Town property.
- (2) Study and make recommendations to the landscape specialist regarding the planting, maintenance, and protection of trees on public property, or, when requested by the landscape specialist, shall consider, investigate, make

**Commented [AY1]:** Recommended to not establish a tree board - ordinance is fairly simple and Town Board can oversee.

**Commented [AY2]:** Recommend to be the duty of the landscape specialist.

findings and recommendations and report upon any special matter or question within the scope of its work.

~~(3) Research potential tree programs that showcase the Town's urban tree canopy and Heritage Trees. Once accepted by Council, Heritage Trees will be designated with a small plaque and listed in the Town's Heritage Tree database.~~

**Commented [AY3]:** Recommend to remove such specific programmatic requirements.

(4) Work directly with the landscape specialist to recommend to the Board of Mayor and Alderman to join such programs.

(5) Engage the community in education and outreach regarding the importance of tree health and benefits.

#### 13-505. Landscape specialist – Duties.

The Town administrator will appoint a landscape specialist to the extent authorized by the Board of Mayor and Alderman. The landscape specialist shall:

- (1) Develop and comprehensive tree management plan to be presented to and formally adopted by the Town of Walden Board of Mayor and Alderman
- (2) Have authority to regulate planting, maintenance, and removal of trees on Town-owned property to promote safety and preserve aesthetics, in accordance with maintenance standards.
- (3) Enforce and administer this article and the comprehensive tree management plan.
- (4) Assist in educating the community and Town departments regarding trees.
- (5) Review and make recommendations on the landscaping and buffering plans of commercial developments.
- (6) Issue or deny permits for planting, maintenance, trimming or removal of trees and landscaping as authorized herein.

#### 13-506. Landscape specialist – Interference.

No person shall hinder, prevent, delay, or interfere with the landscape specialist or his or her assistants while engaged in administration or enforcement of this article, if nothing herein shall be construed to prohibit the pursuit of any remedy, legal or equitable, in any court of competent jurisdiction for the protection of property rights by any party. In lieu of the penalty established herein upon approval of the Board of Mayor and Alderman, the Town attorney is authorized to bring suit for injunctive relief in the event any person violates this section.

13-507. Trees on property owned by the Town.

(1) *Town authority on public grounds.* The Town has the right to plant, prune, maintain, and remove trees, plants, branches, and shrubs and supervise the same on all Town property, as it may deem necessary or desirable, to promote public safety or preserve or enhance the symmetry and beauty of such public grounds. The Town may delegate such authority as deemed necessary.

(2) *Private planting on Town property.* The planting of native trees on Town property by adjacent property owners ~~is may be permitted~~ if in compliance with the comprehensive tree management plan and written permission is obtained from the landscape specialist. These trees are then property of the Town.

(3) *Damage.* Unless specifically authorized by the landscape specialist, no person shall:

- (a) Damage, cut, carve, transplant, or remove any street tree.
- (b) Attach advertising posters or other material that may be harmful to any public tree.

(4) *Topping.* It shall be unlawful for any person to top any public tree on Town property. Trees severely damaged by storms or other causes, or trees under or around utility wires or other obstructions where other pruning practices are impractical are exempted from this provision.

(5) *Construction protection.*

(a) Public trees shall be protected in a manner as established in the tree management plan and in consultation with the landscape specialist. ~~as follows from damage by any excavation or construction of any building, structure, ditches, tunnels or street work with a substantial fence, frame or~~

~~box not less than four feet high. All equipment and building material, dirt or other debris shall be kept outside the barrier, provided that upon good cause shown the landscape specialist may alter or waive the requirements set forth in this subsection at their discretion.~~

~~(1) Trees 20 inches DBH and over shall be protected to the maximum dripline circumference.~~

~~(2) Trees 10 inches to 20 inches DBH shall be protected 30 feet in circumference.~~

~~(3) Trees under 10 inches DBH shall be protected 20 feet in circumference and have consultation with the landscape specialist.~~

(b) No person shall deposit, place, store or maintain upon any Town property any stone, brick sand, concrete or other materials which will impede the free passage of water, air and fertilizer to the roots of any public tree growing therein, without first notifying the landscape specialist and receiving approval.

(c) All work performed by public and private utilities or by their contractors, agents, or employees, which install or maintain overhead and underground utilities (including, but not limited to, cable television installations, telephone service, gas service, water and septic service) shall be performed in accordance with maintenance standards set out herein.

(6) *Minimum clearances.* Except where an electrical hazard is involved, it shall be the duty of any person owning or occupying real property upon which there are trees, to prune such trees in a manner that they do not obstruct or shade streetlights, obstruct the view of traffic signs or signals, obstruct the view of any street intersection, or otherwise endanger the public. Where an electrical hazard is involved in such pruning, it shall be the duty of the person owning or occupying said property to contact the appropriate utility supplier to request the pruning required herein. The minimum clearance of any overhanging tree shall be eight vertical feet over a sidewalk at fifteen vertical feet over any street.

(7) *Planting near fire hydrants, utilities.* No public tree shall be planted closer than ten linear feet to any fire hydrant. ~~No public tree shall be planted closer than two feet in a radius to any overhead electrical, telephone, or other utility wires as measured from the base of the trunk to the vertical plane created by the nearest wire, unless specifically approved by the landscape specialist as a low growth variety unless specifically approved in the tree~~

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Commented [AY4]: Not sure this is needed with the permitting process.

~~master plan as a low growth variety suitable for — such location. All public trees shall be planted in a manner consistent with the policies and requirements of all utility providers and in accordance with any duly recorded utility easements.~~

13-508. Trees on Town right-of-way.

(1) *Town authority on Town right-of-way.* The Town shall have the right to prune, maintain, and remove trees, plants, branches, and shrubs and supervise the same within Town rights-of-way as deemed necessary to promote public safety, or to prevent interference with the use of the right-of-way by the Town or the public.

(2) *Private planting on Town right-of way.* The planting of trees by property owners on Town right-of way is lawful provided that the selection and location of such trees do not interfere with public safety or with the use of the right-of way by the Town or the public and are an approved tree species listed the in the tree master plan.

13-509. *Trees on new commercial developments.*

The landscape specialist will review the landscaping plans of new commercial developments and shall require the planting of approved trees in conformity with the tree management plan, in any of the Town streets and commercial parking lots. The costs of planting and the first three years of maintenance, including irrigation, of all street trees in a new development, replacement of dead and dying new trees, shall be borne by the developer prior to the Town Administrator. If the developer sells the property, then the new owner will be deemed to have assumed responsibility for maintaining all landscaping.

13-510. *Parking lot shade requirements.*

~~At Trees shall be planted with a goal of having at least 50% of the paved area surface of parking areas shall be shaded by tree canopies within 15 years of acquisition of building permits of planting. Trees planted to develop such a canopy shall be in accordance with the tree management plan. Plans submitted to the landscape specialist shall show the estimated tree canopies after 15 years of growth, the specific name, size, and location of trees to be planted and the total area in square feet of the area shaded by tree canopies.~~

**Commented [AY5]:** Do we wish to include major renovations, new parking lots, etc.? Should probably define specifically when these regulations must be followed.

**Commented [AY6]:** This is too difficult to estimate and calculate - far too many factors influence tree growth.

Any part of a parking space can be no more than sixty feet (60) from a tree. One tree per thirty-five (35) linear feet shall be planted in a parking lot that borders street frontage.

**Commented [AY7]:** Will need to ensure consistency with Design Review Standards.

13-511. *Permit requirements for new commercial developments.*

**Commented [AY8]:** Additions or renovations? New impervious area? May wish to expand applicability

(1) *Generally.*

(a) An application for a permit must be made not less than 30 days in advance of the time the work is to be performed. A permit fee may be established by resolution of the Board of Mayor and Alderman.

(b) Any permit granted shall contain a definite date of expiration, and the work shall be completed in the time allowed on the permit and in the manner as therein described. Any permit shall be void if its terms are violated.

(c) Within five days of completion of the permitted work, the permittee shall notify the landscape specialist who shall make a final inspection.

(d) A permit application may be waived in the event of any emergency that could endanger public safety or cause damage or loss of property.

(2) *Planting permit.*

(a) *Application contents.* The application for a planting permit shall state:

- (1) The number of trees or shrubs to be planted.
- (2) The location, grade, species, cultivar or variety of each tree or shrub.
- (3) The method of planting.
- (4) Such other reasonable information as the landscape specialist shall find reasonably necessary for a fair determination of whether a permit should be issued.

A planting plan shall be required and submitted to the landscape specialist for approval for any commercial development, or 15 or more

trees or shrubs are to be planted. The planting plan must follow the ANSI standards.

(b) *Improper planting.* Any tree or shrub planted in a manner in conflict with the provisions of this section shall be subject to removal at the sole expense of the person performing the improper planting.

(c) *Permit denial.* Planting permits may be denied if the application for planting is not complete, or if it is found that the planting would conflict with any part of this article, or that planting would endanger public safety, or interfere with the use of the Town property by the Town.

**Commented [AY9]:** May need to provide an option to appeal denial .

(3) *Maintenance permit.*

(a) *Application contents.* An application for a maintenance permit shall state:

**Commented [AY10]:** Not clear when a maintenance permit is needed. Simply replacing one tree? Would this require 30-days notice? Could cause issues if certain species have limited windows of time that they can be planted.

- (1) The number of trees or shrubs to be removed.
- (2) The location, grade, species, cultivar or variety of each tree or shrub.
- (3) The method of removal.
- (4) Such other reasonable information as the Town landscape specialist shall find reasonably necessary to decide whether a removal permit should be issued.

(b) *Permit denial.* Removal permits may be denied or revoked if the application is not complete or if it is found that the removal requested would conflict with any part of this article.

13-512. *Trees on private property.*

**Commented [AY11]:** Most private tree issues must be settled between private parties, and the recourse would be through the courts not the municipal government.

(1) In accordance with Section 13-506, the landscape specialist shall have the right to order or cause the removal of any tree on private property that constitutes any hazard ~~to life or property of others~~ public utilities, public property, or public right-of-way.

(b) In the event the owner fails to comply with an order to remove the tree, and if public safety considerations require immediate removal, the Town may elect to remove said tree, and charge removal costs to the owner of the property in accordance with the law.

(c) Unless such tree poses an immediate hazard to public safety, the property owner and any party in interest may be ordered in writing by the landscape specialist to remove the tree.



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## MEMORANDUM

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**To:** Members of the Walden Municipal Planning Commission  
**Cc:** Mariah Prescott, Town Administrator  
**From:** Ashley Gates, Senior Planner  
**Date:** April 22, 2024  
**Subject:** “Drains to River” signs

### **Background**

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The “Drains to River” sign program is an environmental program started 20 years ago by student Colton Griffin. The signs remind residents and visitors that the storm drains and other drainage infrastructure flows to the river and not to dump any waste in these drains. The signs are 18” by 21” and have a picture of a snail darter.

The environmental committee has identified signs that need replaced and identified new locations for signs. The old sign design is picture on the next page.

**Replace:** Lyness at Delvan, Mabbitt Springs sign, others as identified.

**New:** Two additional Mabbit Springs entrances, Falling Water trail entrance, two at Fairmount Creek (each direction over the bridge), Wilson Key Hulse Lake

### **Staff Recommendation**

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Staff recommends approval.

Photo of existing “Drains to Stream” sign:



**Snail Darter:**

Source: Native Fish Coalition of Tennessee

