

FARRAGUT BOARD OF MAYOR AND ALDERMEN
MINUTES
September 24, 2015

BMA MEETING
7:00 PM

- I. Silent Prayer, Pledge of Allegiance, Roll Call**
- II. Approval of Agenda**
- III. Mayor's Report**
 - A. Presentation of Donations to the Knox County Schools
 - B. Constitution Week & DAR Day Proclamations
- IV. Citizens Forum**
- V. Approval of Minutes**
 - A. September 10, 2015
- VI. Business Items**
 - A. Consider approval of a continuing service agreement between the Town and Arcadis U.S. Inc. for professional planning and engineering services
- VII. Ordinances**
 - A. Public Hearing and Second Reading
 - 1. Ordinance 15-14, ordinance to rezone a portion of Parcel 59.04, Tax Map 152, located at 11737 Turkey Creek Road, 7.22 Acres, from R-2 to R-1/OSMR (KnoxFi Two, LLC, Applicant)
 - B. First Reading
 - 1. Ordinance 15-15, Ordinance to rezone a portion of Parcel, 37.03, Tax Map 153, located off Concord Road adjoining Clarity Pointe and First Utility District, from R-1/OSR and A to C-1 and Telecommunications Tower Overlay (Branch Towers, Applicant)
 - 2. Ordinance 15-16, Ordinance to rezone a portion of Parcel 131, Tax Map 142, located to the west of Village Veterinary and to the east of the former Phillips 66 on Kingston Pike, from O-1 to TCD (Craig Allen, Applicant)
- VIII. Town Administrator's Report**
- IX. Town Attorney's Report**

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

The Farragut Board of Mayor and Aldermen met in a regular session on Thursday, September 24, 2015 at 7:00 p.m. Members present were Mayor McGill, Aldermen Honken, LaMarche, Markli and Pinchok.

Approval of Agenda

Motion was made to approve the agenda as presented. Moved by Alderman Honken, seconded by Alderman LaMarche; voting yes, Mayor McGill, Aldermen Honken, LaMarche, Markli and Pinchok; no nays; motion passed.

Mayor's Report

Mayor McGill presented the following proclamations to those representing the organizations.

Presentation of Donations to the Knox County Schools
Constitution Week & DAR Day Proclamations

Citizens Forum

Cory Fancher, 10500 Diane Drive, addressed the Board with concerns regarding the RedFlex, the Town's traffic enforcement contractor. Alderman Markli made a motion to discuss the RedFlex contract at the next meeting. The motion failed for a lack of a second.

Michael Wilson, 333 Burney Drive, addressed the board concerning procedure and policy for amending the Land Use Plan.

Approval of Minutes

Motion was made to approve the minutes of September 10, 2015 as presented. Moved by Alderman Markli, seconded by Alderman Pinchok; voting yes, Mayor McGill, Aldermen Markli and Pinchok; no nays; Aldermen Honken and LaMarche abstained; motion passed.

Business Items

Consider approval of a continuing service agreement between the Town and Arcadis U.S. Inc. for professional planning and engineering services

Motion was made to approve a continuing service agreement between the Town and Arcadis U.S. Inc. for professional planning and engineering services, not to exceed \$40,000 for Fiscal Year 2016. Moved by Alderman Pinchok, seconded by Alderman LaMarche; voting yes, Mayor McGill, Aldermen Honken, LaMarche, Markli and Pinchok; no nays; motion passed.

Ordinances

Public Hearing and Second Reading

Ordinance 15-14, ordinance to rezone a portion of Parcel 59.04, Tax Map 152, located at 11737 Turkey Creek Road, 7.22 Acres, from R-2 to R-1/OSMR (KnoxFi Two, LLC, Applicant)

Motion was made to approve Ordinance 15-14 on second and final reading. Moved by Alderman Honken, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Honken, LaMarche, Markli and Pinchok; no nays; motion passed.

First Reading

Ordinance 15-15, Ordinance to rezone a portion of Parcel, 37.03, Tax Map 153, located off Concord Road adjoining Clarity Pointe and First Utility District, from R-1/OSR and A to C-1 and Telecommunications Tower Overlay (Branch Towers, Applicant)

Motion was made to approve Ordinance 15-15 on first reading with the tower being the mono-pine stealth application, as tree like as possible, to help conceal the tower and that the maintenance of this stealth application be included in a covenant that would run with the land and apply as long as the tower was in place and must be reflected on the site plan. Moved by Alderman Pinchok, seconded by Alderman Honken; voting yes, Mayor McGill, Aldermen Honken, LaMarche, Markli and Pinchok; no nays; motion passed.

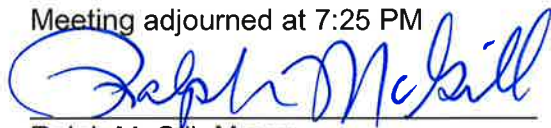
Ordinance 15-16, Ordinance to rezone a portion of Parcel 131, Tax Map 142, located to the west of Village Veterinary and to the east of the former Phillips 66 on Kingston Pike, from O-1 to TCD (Craig Allen, Applicant)

Motion was made to approve Ordinance 15-16 on first reading. Moved by Alderman Honken, seconded by Alderman Pinchok; voting yes, Mayor McGill, Aldermen Honken, LaMarche, Markli and Pinchok; no nays; motion passed.

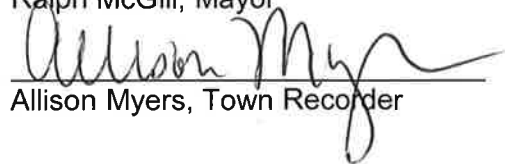
Town Administrator's Report

David Smoak, Town Administrator, announced that the Farragut Food Festival would be Friday, September 25 and Celebrate Your Parks Day is Sunday, September 27th from 1:30-3:30 PM.

Meeting adjourned at 7:25 PM



Ralph McGill, Mayor



Allison Myers, Town Recorder

FARRAGUT BOARD OF MAYOR AND ALDERMEN
AGENDA
September 24, 2015

BMA MEETING
7:00 PM

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- VIII. Town Administrator's Report**
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FARRAGUT BOARD OF MAYOR AND ALDERMEN
MINUTES
September 10, 2015

BEER BOARD MEETING
6:55 PM

BMA MEETING
7:00 PM

- I. Silent Prayer, Pledge of Allegiance, Roll Call**
- II. Approval of Agenda**
- III. Mayor's Report**
- IV. Citizens Forum**
- V. Approval of Minutes**
 - A. August 27, 2015
- VI. Business Items**
 - A. Approval of Special Event Application for the Farragut 13.1 Half Marathon/5K Kids Run
 - B. Approval of Directional Sign Placement for the 2015 Parade of Homes
- VII. Ordinances**
 - A. First Reading
 - 1. Ordinance 15-14, ordinance to rezone a portion of Parcel 59.04, Tax Map 152, located at 11737 Turkey Creek Road, 7.22 Acres, from R-2 to R-1/OSMR (KnoxFi Two, LLC, Applicant)
 - 2. Ordinance 15-13, ordinance to rezone a portion of Parcels 69 and 69.01, Tax Map 142, north of the Farragut Church of Christ, 22 Acres, from R-2, B-1, C-1 and O-1 to R-6 (Continental 333 Fund, LLC, Applicant)
- VIII. Town Administrator's Report**
- IX. Town Attorney's Report**

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The Farragut Board of Mayor and Aldermen met in a regular session on Thursday, September 10, 2015 at 7:00 p.m. Members present were Mayor McGill, Aldermen Markli and Pinchok; Aldermen Honken and LaMarche were absent.

Approval of Agenda

Motion was made to approve the agenda with the postponement of item VII.A.2, Ordinance 15-13. Moved by Alderman Pinchok, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Markli and Pinchok; Aldermen Honken and LaMarche were absent; no nays; motion passed.

Citizens Forum

Michael Wilson, 333 Burney Circle, expressed his desire to be involved in the review of the Land Use Plan and requested that the Board of Mayor and Aldermen adopt the plan once revised.

Martin Ritter, 142 Champions Point, discussed the Land Use Plan and the desire to be a part of the review of the plan.

Denny Wren, 12224 W. Ashton Ct., asked that the board inform the public, before the meeting, when an item is postponed.

Approval of Minutes

Motion was made to approve the minutes of August 27, 2015 as presented. Moved by Alderman Pinchok, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Markli and Pinchok; Aldermen Honken and LaMarche were absent; no nays; motion passed.

Business Items

Approval of Special Event Application for the Farragut 13.1 Half Marathon/5K Kids Run

Motion was made to approve the Farragut 13.1 special event, subject to the KTC working with the affected subdivisions and property owners. Moved by Alderman Pinchok, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Markli and Pinchok; Aldermen Honken and LaMarche were absent; no nays; motion passed.

Approval of Directional Sign Placement for the 2015 Parade of Homes

Motion was made to approve the proposed sign placement of the special event signage within the Town of Farragut's right-of-way for the 2015 Parade of Homes. Moved by Alderman Pinchok, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Markli and Pinchok; Aldermen Honken and LaMarche were absent; no nays; motion passed.

Ordinances

First Reading

Ordinance 15-14, ordinance to rezone a portion of Parcel 59.04, Tax Map 152, located at 11737 Turkey Creek Road, 7.22 Acres, from R-2 to R-1/OSMR (KnoxFi Two, LLC, Applicant)

Motion was made to approve Ordinance 15-14 on first reading. Moved by Alderman Markli, seconded by Mayor McGill; voting yes, Mayor McGill, Aldermen Markli and Pinchok; Aldermen Honken and LaMarche were absent; no nays; motion passed.

Town Administrator's Report

David Smoak, Town Administrator, introduced the new Captain, Robbie Lawson, which will be working closely with the Town.

AGENDA NUMBER

VL.A

MEETING DATE

September 24, 2015

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: G. Palmer, Assistant Town Manager

SUBJECT: Consideration of an agreement between the Town of Farragut and Arcadis U.S. Inc. for continuous professional planning and engineering services (primarily Geographic Information Systems; GIS)

INTRODUCTION: We *currently* have an administratively approved continuous service contract with Arcadis for less than \$10,000 per fiscal year (as you know the purchasing threshold for administratively approved contracts is anything under \$10,000). The Town and Arcadis have enjoyed this continuous contractual relationship for more than 10 years. Among assisting with other projects, Arcadis has helped fill the personnel gap between the hiring of permanent Town employees. We allocated \$2,500 for Arcadis's contract in the FY 2016 budget but due to unforeseen circumstances have recently concluded we will need to allocate over \$10,000 which requires Board approval.

DISCUSSION: Historically, the Town formally contracted with Arcadis for all GIS services. This typically cost the Town between \$20k and \$50k a year for services rendered (estimate). As we grew, the service demand for GIS and IT grew. A few years ago the Town decided to hire a full time IT/GIS Analyst which decreased the necessity for a large sum contract with Arcadis. We would still need Arcadis from time to time to consult on projects; therefore, we executed a service contract representing the current condition and decreased the amount gradually to its current annual amount of \$2,500.

We recently lost our full-time GIS/IT Analyst to Knox County and have no ability internally to provide GIS (mapping) services. Moreover, we are evaluating the job and salary in relation to the needs of the organization and are unsure at this point if we will be re hiring a full time GIS/IT employee or simply contracting those services out.

Regardless, we are in need of Arcadis' services to seamlessly continue our operations effectively. Due to the number of the projects we have going on this fiscal year and typical GIS maintenance we know we will need to increase the contract amount from \$2,500 to approximately \$30,000 - \$40,000. We *are* able to cover the cost through our adopted budget (we don't have to amend and transfer funds) but need Board approval for the contract since it will be over the \$10,000 threshold for internal purchasing.

RECOMMENDATION BY: G. Palmer, Assistant Town Manager with agreement review and recommendation for approval by T. Hale, Town Attorney.

PROPOSED MOTION: Approve the continuous service agreement between the Town and Arcadis U.S. for an amount not to exceed \$40,000 annually.

BOARD ACTION:

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

<u>VOTE/TOTAL</u>	<u>MCGILL</u>	<u>HONKEN</u>	<u>LAMARCHE</u>	<u>MARKLI</u>	<u>PINCHOK</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

TOWN OF FARRAGUT

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made by and between Town of Farragut a Tennessee municipal corporation ("Client"), and ARCADIS U.S. Inc. a Delaware corporation licensed to work in the State of Tennessee ("Contractor"), for professional services.

WHEREAS, the parties have enjoyed a good working relationship over the course of the past 10 plus years; and

WHEREAS, the parties have an existing continuous service contract in place; and

WHEREAS, the *existing* contract is limited to work estimated to be under \$10,000 in any fiscal year; and

WHEREAS, due to unforeseen personnel circumstances the work for FY 2016 will exceed the \$10,000 purchasing threshold; and

WHEREAS, in accordance with the TCA contracts in excess of \$10,000 must be approved by the governing body;

NOW, THEREFORE, for and in consideration of the promises contained in this AGREEMENT, the parties agree as follows:

1. **Professional Planning and Engineering Services.** Upon request of Client, Contractor agrees to perform specific professional planning and engineering related services.
2. **Term.** This Agreement shall be continuous until either party terminates the Agreement in accordance with Section 10 of this Agreement.
3. **Compensation.** Client shall compensate Contractor for requested services in accordance with **Attachment A "Fee Schedule"**. Any revisions to Attachment A, such as an increase in hourly rate, must be mutually agreed upon and approved by Client and Contractor, in writing, and attached as an addendum to this Agreement before any changes take effect.
4. **Schedule.** Upon approval of this agreement, Contractor may receive specific professional service requests from Client. Upon receipt of a professional service request and within a reasonable time period, Contractor shall provide to Client a written cost estimate and completion schedule (SEE Section 5 of this agreement for "communication"). Client shall review the cost estimate and completion schedule within a reasonable time period and provide Contractor written authorization to proceed (SEE Section 5 of this agreement for proper authorization). Various meeting schedules and collaboration necessary for the advancement of a process shall be agreed upon mutually by Client and Contractor.

5. **Contract Administration/Communication/Work Authorization/Notice**

Contract Manager; Client. Client shall assign the Assistant Town Manager as the contract manager. When possible, communication and notice related to the terms of this agreement, from the Contractor to the Client, shall be directed through the contract manager by digital transmission or mailed to:

Assistant Town Manager
Town of Farragut
11408 Municipal Center Dr.
Farragut, Tennessee 37934

Approved Email Addresses for all digital transmissions:

gpalmer@townoffarragut.org (Asst. Town Manager)

with copy to:

jhatmaker@townoffarragut.org (Ex. Assistant to the Town Manager)

Contract Manager; Contractor. Contractor shall assign Steven Forbes as the contract manager. When possible, communication and notice related to the terms of this agreement, from the Client to Contractor, shall be directed through the contract manager by digital transmission or mailed to:

ARCADIS U.S., Inc.
114 Lovell Road #202
Knoxville TN 37934

Approved email addresses for all digital transmissions:

Steven.forbes@arcadis-us.com

With copy to:

Carrie.smith@arcadis-us.com

Work Authorization. Other than normal day to day GIS maintenance, work authorization by Client to Consultant shall only be communicated in writing and by digital transmission when possible. On behalf of Client, **only** one or more of the following individuals may authorize Contractor to proceed under the terms of this agreement: Town Attorney, Town Administrator, Assistant Town Administrator, Town Engineer, Assistant Town Engineer, or Building Official.

6. **Invoicing and Payments.** Typically utilized invoices or payment requests shall be submitted to Client, by digital transmission when possible, no more than monthly and shall include such information, documentation or data as Client may require.

- a. Upon request by Client, Contractor shall provide information including, but not limited to, the amount and breakdown of the payment requested, the period

covered by the request, and the work performed during the period covered by the payment request. After review, Client will indicate approval of the payment request, or shall explain to Contractor, in writing, reasons for not approving any portion or all of the request, and authorize payment of the amount approved. In the event Client does not approve any portion of a payment request, and has communicated the reasons to Contractor, Contractor will then take the necessary action to satisfy the reasons for non-approval and resubmit the payment request. Client shall endeavor to remit payment of payment requests or portions thereof which are approved by Client within thirty (30) days of receipt by Client. From time to time approval of a payment request may require action by the Board of Mayor and Aldermen which meets on the second and fourth Thursday of most months.

7. **Time.** Time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond Contractor's control. If such delay or suspension extends more than six (6) months (cumulatively), Contractor's compensation shall be equitably adjusted; provided, however, such adjustment and amendment to this Agreement must be approved as a written addendum to this Agreement.

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

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

10. **Termination.** The obligation to provide further services under this Agreement may be terminated with or without cause by either party upon thirty (30) day's written notice to the other party. On termination by either Client or Contractor, Client shall pay Contractor all amounts due for any services performed to the date of termination (plus all reimbursable expenses incurred) as Contractor's sole and exclusive remedy, subject to any setoffs to which

the Client is entitled as a result of Contractor's failure to perform as required by this Agreement.

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

12. **Access to the Site/Jobsite Safety.** Unless otherwise stated, Contractor will have access to the site for activities necessary for the performance of its services. Client agrees that Contractor shall have no responsibility for the means, methods, sequences, procedures, techniques, and scheduling of construction, as these decisions are solely the responsibility of the contractors. Contractor further shall have no authority or duty to supervise the construction workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.

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

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

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

14. **Risk Allocation.** In recognition of the relative risks, rewards, and benefits of the Project to both Client and Contractor, to the fullest extent permitted by law, the parties agree to allocate the risks such that Contractor's total liability to Client for any and all injuries, claims, losses, expenses, damages, and/or claim expenses arising out of Contractor's services under this Agreement from any cause or causes shall not exceed the amount of Contractor's fee, or

One Hundred Thousand Dollars (\$100,000), or the amount of insurance coverage Contractor has, or is required to have, covering the risk or claim that is the basis for the injury, claim, loss, expense or damages, recovery for which is sought, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

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

16. **Indemnification.**

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

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

Client and Contractor waive incidental, indirect, or consequential damages, loss of revenues or profits from claims, disputes or other matters in question arising out of or relating to this Agreement or any Work Order, whether such claims arise from negligence, breach of contract, or strict liability. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination. This disclaimer and exclusion shall apply even if the express warranty set forth herein fails in its essential purpose.

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

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

17. **Miscellaneous.**

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

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

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

d. This Agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials of each party. Minor, logistical amendments may be approved on behalf of Client by the Town Administrator or his/her designee. Major, substantive amendments shall be approved on behalf of Client by the governing body; Board of Mayor and Aldermen.

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

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

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

h. This agreement will be governed and construed in accordance with the laws of the State of Tennessee. Any legal action arising from this agreement shall be under the jurisdiction of the appropriate State of Tennessee Court within Knox County, TN and/or the United States District Court, Eastern District of Tennessee Knoxville Divisional Office within Knox County, TN.

CLIENT:

Town of Farragut

By: _____

Printed
Name: _____

Title: _____

Date: _____

CONTRACTOR:

By: _____

Printed
Name: _____

Title: _____

Date: _____

Attachment A - 2015-2016 Fee Schedule
Revision to: Professional Services Agreement, 9/24/2015
Town of Farragut, Tennessee

Effective September 24, 2015 to June 30, 2016

Personnel Classification	<i>(Fees per hour)</i>
Principal/Company Officer	\$214.00
Division Manager/Project Director/Senior Project Manager.....	\$196.00
Project Manager/Department Manager.....	\$172.00
Professional Engineer 4/Professional Scientist 4/Architect 4	\$145.00
Professional Engineer 3/Professional Scientist 3/Architect 3	\$128.00
Staff Engineer 2/Scientist 2/ Architect 2	\$106.00
Staff Engineer 1/Scientist 1/ Architect 1	\$90.00
Designer 4/Technician 4/GIS Specialist 4	\$102.00
Designer 3/Technician 3/GIS Specialist 3	\$95.00
Designer 2/Technician 2/GIS Specialist 2	\$88.00
Designer 1/Technician 1/GIS Specialist 1	\$78.00
Senior Professional Land Surveyor	\$130.00
Professional Land Surveyor/Supervisor	\$106.00
Survey Technician.....	\$64.00
3-Member Survey Crew	\$145.00
2-Member Survey Crew	\$110.00
Senior Construction RPR/Manager	\$87.00
Resident Observer 2 (RPR)	\$76.00
Resident Observer 1 (RPR)	\$64.00
Senior Clerical/Secretarial/Technical Editor	\$85.00
Document Control Clerk	\$65.00
Clerical	\$62.00
Drafter/CADD Operator.....	\$68.00
CADD Technician.....	\$58.00
Scheduler.....	\$67.00

Reimbursable Expenses: Reimbursable expenses are in addition to compensation for professional services and include out-of-pocket expenditures advanced in the interest of the project.

Automobile, Company, or Personal Automobile..... *(per mile)* \$0.57½
Travel, Subsistence, Outside Consultant, Reproduction, Communications, Miscellaneous Expenses..... @ cost*
GPS Utilization Fee..... *(per day)* \$125.00

Invoicing: Invoices shall be issued monthly for services rendered and are payable upon receipt.

Overtime Hours: Where required or requested by Client or Program Manager and authorized and approved in advance in writing; ARCADIS will bill all non-exempt employee overtime hours at a premium of 1.5 times the standard payroll compensation rate.

Rate Changes: Scheduled rates for fees are valid through June 30, 2016. Rates may be modified after this date with renegotiation of this Work Authorization.

* All project Reimbursable Expenses will be invoiced at the actual cost of products or services. All costs in excess of twenty five (\$25.00) dollars will be accompanied with copies of supporting receipts and explanation where appropriate.

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Ordinance 15-14, on second reading, to rezone a portion of Parcel 59.04, Tax Map 152, located at 11737 Turkey Creek Road, 7.22 Acres, from R-2 to R-1/OSMR (KnoxFi Two, LLC, Applicant)

BACKGROUND: This zoning map amendment is being requested in order to permit the development of Phase III of the Briarstone Subdivision.

DISCUSSION: The area identified for the zoning map amendment is shown as medium density residential on the future land use map in the Comprehensive Land Use Plan (CLUP). This was also the designation for the property that is now the remainder of the Briarstone Subdivision. Based on the zoning district requested, a more compatible designation on the future land use map would be Open Space Cluster Residential. This was discussed with the planning commission with the original rezoning for the Briarstone Subdivision in July of 2014 and it was agreed that the type of development permitted in an R1/OSMR would be compatible with the character description for medium density residential and thus consistent with the CLUP.

RECOMMENDATION: At their meeting on August 20, 2015, the Farragut Municipal Planning Commission, through Resolution PC-15-11, unanimously recommended approval of Ordinance 15-14 which would rezone a portion of Parcel 59.04, Tax Map 152, located at 11737 Turkey Creek Road, 7.22 Acres, from R-2 to R-1/OSMR. The staff recommends approval of Ordinance 15-14 on second reading.

PROPOSED MOTION: To approve Ordinance 15-14, on second reading, to rezone a portion of Parcel 59.04, Tax Map 152, located at 11737 Turkey Creek Road, 7.22 Acres, from R-2 to R-1/OSMR.

BOARD ACTION:

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

<u>VOTE/TOTAL</u>	<u>MCGILL</u>	<u>PINCHOK</u>	<u>HONKEN</u>	<u>LAMARCHE</u>	<u>MARKLI</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

RESOLUTION PC-15-11

FARRAGUT MUNICIPAL PLANNING COMMISSION

A RESOLUTION TO APPROVE AN AMENDMENT TO THE FARRAGUT ZONING MAP, ORDINANCE 86-16, TO RECOMMEND THE APPROVAL OF THE REZONING OF A PORTION OF PARCEL 59.04, TAX MAP 152, LOCATED AT 11737 TURKEY CREEK ROAD, APPROXIMATELY 7.22 ACRES, FROM R-2 (GENERAL SINGLE-FAMILY RESIDENTIAL) DISTRICT TO R-1 (RURAL SINGLE-FAMILY RESIDENTIAL) AND OSMR (OPEN SPACE MIXED RESIDENTIAL OVERLAY) DISTRICTS

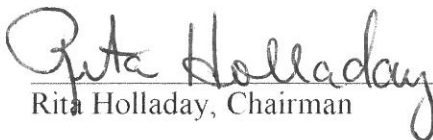
WHEREAS, the Tennessee Code Annotated, Section 13-4-201 et seq, provides that the Municipal Planning Commission shall make and adopt a general plan for the physical development of the municipality; and

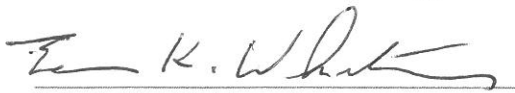
WHEREAS, the Farragut Municipal Planning Commission has adopted various elements of a zoning plan as an element of the general plan for physical development; and

WHEREAS, a public hearing was held on this request on August 20, 2015;

NOW, THEREFORE, BE IT RESOLVED that the Farragut Municipal Planning Commission hereby recommends approval to the Farragut Board of Mayor and Aldermen of an ordinance, amending Ordinance 86-16, of the Farragut Zoning Ordinance, by adding Ordinance 15-14.

ADOPTED this 20th day of August, 2015.


Rita Holladay, Chairman


Edwin K. Whiting, Secretary

ORDINANCE:	15-14
PREPARED BY:	Shipley
REQUESTED BY:	KnoxFi Two, LLC
CERTIFIED BY FMPC:	August 20, 2015
PUBLIC HEARING:	_____
PUBLISHED IN:	_____
DATE:	_____
1ST READING:	_____
2ND READING:	_____
PUBLISHED IN:	_____
DATE:	_____

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE, ORDINANCE 86-16, AS AMENDED, PURSUANT TO SECTION 13-4-201, TENNESSEE CODE ANNOTATED.

BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, that the Farragut Zoning Ordinance, Ordinance 86-16, as amended, is hereby amended as follows:

SECTION 1.

The Farragut Zoning Ordinance, Ordinance 86-16, as amended, is hereby amended by rezoning a portion of parcel 59.04, Tax Map 152, located at 11737 Turkey Creek Road, approximately 7.22 acres, from R-2 (General Single-Family Residential) District to R-1 (Rural Single-Family Residential) and OSMR (Open Space Mixed Residential Overlay) Districts (Exhibits A and B)

SECTION 2.

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

Dr. Ralph McGill, Mayor

Allison Myers, Town Recorder

Certified to the Farragut Board of Mayor and Aldermen this _____ day of _____, 2015, with approval recommended.


Rita Holladay, Chairman

Edwin K. Whiting, Secretary

FARRAGUT MUNICIPAL PLANNING COMMISSION



Ordinance 15-14 Exhibit A

Rezoned
a portion of Parcel 59.04, Tax Map 152

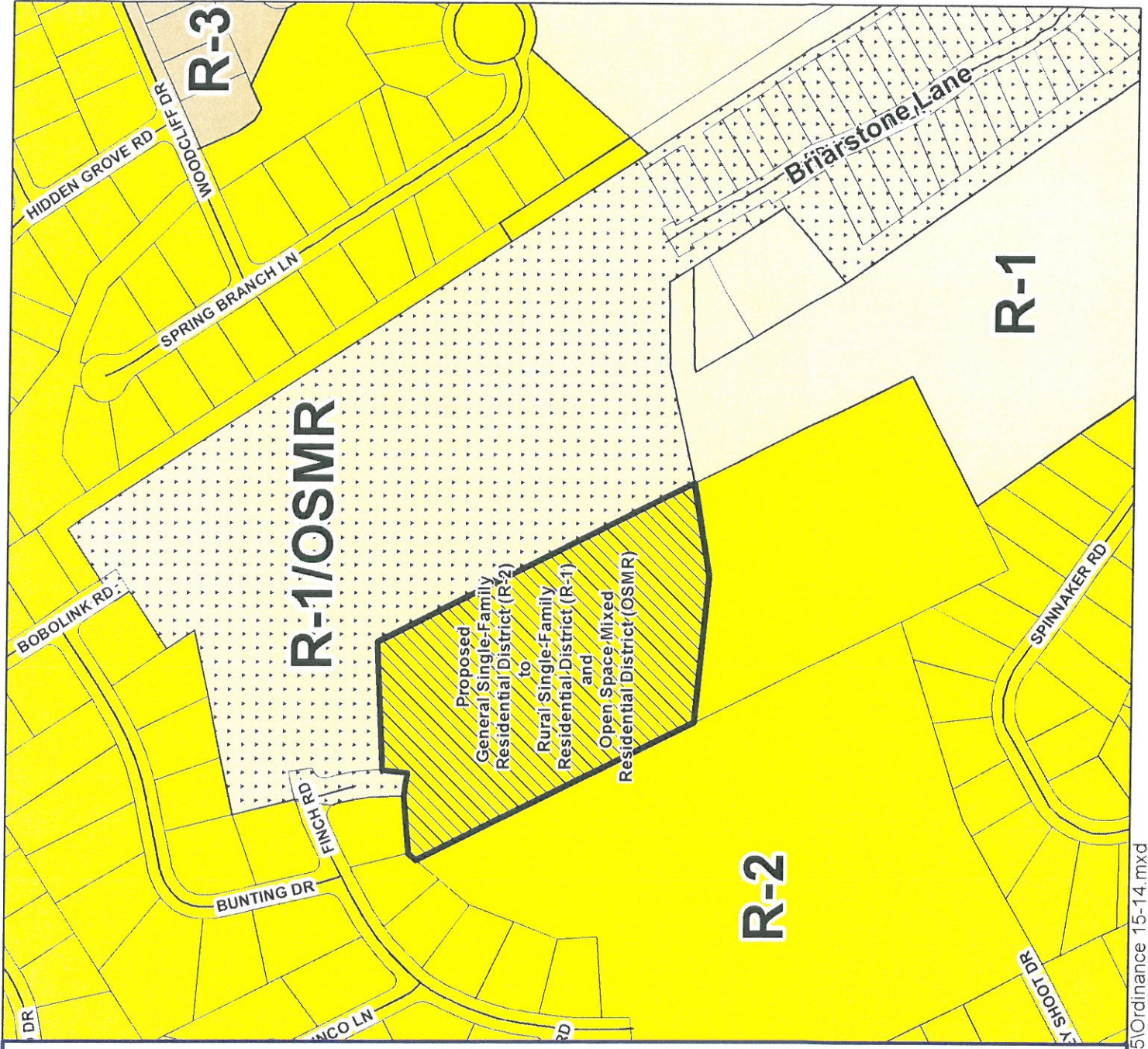
From
General Single-Family Residential District (R-2)
to
Rural Single-Family Residential District (R-1)
and
Open Space Mixed Residential District (OSMR)

Legend

- Streets
- Subject Property
- Parcels
- R-1, Rural Single-Family Residential
- R-2, General Single-Family Residential
- R-3, Small Lot Single-Family Residential
- OSMR, Open Space Mixed Residential Overlay



1 in = 300 ft



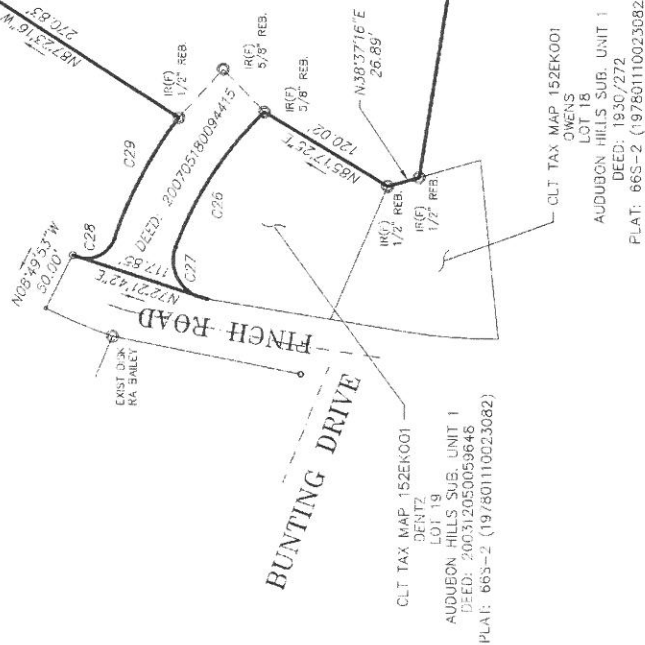
CURVE	BEARING	DISTANCE	RADIUS	TANGENT	ARC LENGTH
C26	N02°19'35"W	134.73	296.66	69.17	135.92
C27	N68°45'01"W	51.07	32.70	40.89	58.61
C28	S31°57'40"W	37.85	25.00	28.97	42.94
C29	S02°47'30"E	113.89	346.66	57.73	114.41

TAX ID: 152 059
BRIARSTONE SUBDIVISION
FUTURE DEVELOPMENT
GRATER THAN 5 ACRES

TAX ID: 152 059
BRIARSTONE SUBDIVISION
FUTURE DEVELOPMENT
GRATER THAN 5 ACRES

LOT 3R
RESUBDIVISION OF GEORGE W AND
PATRICIA SMITH PROPERTY
PLAT: 2015022740046111
D.B. 200609120022397

I HEREBY CERTIFY THAT THIS SURVEY HAS BEEN MADE
IN ACCORDANCE WITH THE LATEST RECORDED DEED AND ANY OTHER
INSTRUMENTS AFFECTING THE PROPERTY AND THAT THE SAME IS
CORRECT AND TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.
SURVEYOR: *[Signature]*
TENNESSEE CERTIFICATE NO. 2447



AREA OF REZONING
7.404 ACRES
R-2 to R-1/OSMR

6.741 ACRES
SCARBROUGH TRUSTEES
R-2 Zone

REZONING EXHIBIT OF:
Scarborough Property
11737 Turkey Creek Road
Town of Farragut, Tennessee
District 6, Knox County, Tennessee

CLT TAX MAP 15205903
CONLEY
DEED: 2203/253

CLT TAX MAP 152EK001
OWENS
LOT 18
AUDUBON HILLS SUB. UNIT 1
DEED: 1930/272
PLAT: 665-2 (197801110023082)

CLT TAX MAP 152EK001
DENTZ
LOT 19
AUDUBON HILLS SUB. UNIT 1
DEED: 2003/2050059646
PLAT: 665-2 (197801110023082)

Deed	200705180094415	Town	FARRAGUT
District		County	KNOX
Plat Bk		Page	
CLT #	152	Parcel	59.04
Scale	1"=20'	Date	08/31/2015
Drawn By	R. LYNCH	City Block	
Project No.	3718	Revision	

LYNCH SURVEYS LLC
SUBDIVISIONS AS-BUILT SITE DESIGN
4405 COBBER RD. KNOXVILLE, TENN. 37912
865-584-2630 FAX 865-584-2801 WWW.LYNCHSURVEY.COM



GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Ordinance 15-15, on first reading, to rezone a portion of Parcel 37.03, Tax Map 153, located off Concord Road adjoining Clarity Pointe and First Utility District, from R-1/OSR and A to C-1 and Telecommunications Tower Overlay (Branch Towers, Applicant)

BACKGROUND: The property that is the subject of this rezoning is approximately 8.5 acres and is located off the private access drive from Concord Road servicing First Utility District's wastewater treatment facility. The property was identified as a site for a new cell tower due to poor coverage in the general area and the property's proximity to the wastewater treatment facility. The property is restricted by Fort Loudoun Reservoir along the western boundary and actually extends across the water to adjoin Turkey Creek Road. The land portion of the property is roughly 5.2 acres and is the only portion of the property that is being requested for rezoning.

This item was discussed at three separate planning commission meetings. At the initial meeting, the staff explained that in the Town in order for a cell tower to be installed it would have to be within a Tower Overlay Zoning District. Such a district is not an option for property zoned residential. The property in question is currently zoned Agriculture (A) and Rural Residential with an Open Space Overlay (R-1/OSR). The property to the immediate north is zoned Commercial (C-1) with the eastern portion containing the Clarity Point dementia care facility.

DISCUSSION: During the July planning commission meeting, the commission reviewed some balloon test images that were requested at the June meeting. The general opinion was that, given the demonstrated need for a tower in the general area and the proximity to the wastewater treatment facility, rezoning the property to permit a cell tower was reasonable, especially since the tower would be situated over 600 feet from Concord Road.

With regards to the base zoning district, the property owner, Ms. Mailen, spoke to the commission about the history of the property and the difficulties in marketing the property under its current zoning designation of open space residential. She referenced Clarity Point and its commercial designation and that a similar facility has been discussed for her property. A general commercial (C-1) designation would permit such a use. The commission agreed that a commercial designation for the base zoning district would probably be the best for the property given its proximity to the wastewater treatment facility and the dementia care facility.

Though, as noted above, there was general acceptance of a cell tower on this property, the staff and the commission asked that a stealth application be used and be a condition of rezoning approval, especially since this area is near a gateway to the Town off Concord Road. This property, in fact, was part of the Lakefront Subarea in the Comprehensive Land Use Plan (CLUP). At the August 20, 2015 meeting, the planning commission reviewed different stealth applications which are also included in your packet. The application that was recommended by the planning commission was a mono-pine style. Basically, this is an attempt to make the cell tower look like a very tall tree. The mono-pine was chosen because it, unlike many of the other applications, would allow ample co-location on the tower. The commission also discussed the height of the tower. Though a tower lower than the proposed 170 feet was discussed, this would again limit the ability to provide for co-location on the tower and would likely result in another tower being added in the general area. Consequently, the commission was in agreement with permitting the 170 foot tower. The commission voted

unanimously to recommend approval of Ordinance 15-15 to rezone a portion of Parcel 37.03, Tax Map 153, located off Concord Road adjoining Clarity Pointe and First Utility District, from R-1/OSR and A to C-1 and Telecommunications Tower Overlay. The recommendation was subject to the following conditions:

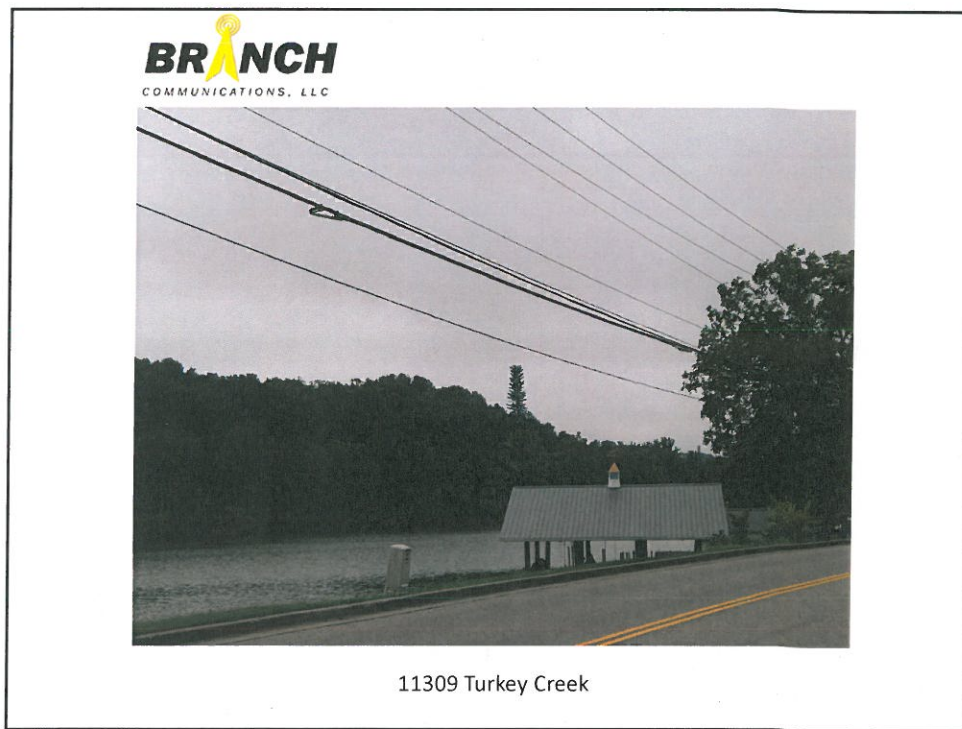
- a) That only one (1) tower be permitted on this property that would not exceed 170 feet in height and that this condition run with the land through a covenant approved by the Town;
- b) That a mono-pine stealth application would be required to help conceal the tower and that the maintenance of this stealth application be included in a covenant that would run with the land and apply as long as the tower was in place; and
- c) That the zoning line be described in metes and bounds on a survey that would be added as Exhibit B to the ordinance prior to the first reading before the Board of Mayor and Aldermen.

PROPOSED MOTION: To approve Ordinance 15-15, on first reading, to rezone a portion of Parcel 37.03, Tax Map 153, located off Concord Road adjoining Clarity Pointe and First Utility District, from R-1/OSR and A to C-1 and Telecommunications Tower Overlay subject to the conditions stipulated by the planning commission.

BOARD ACTION:

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

<u>VOTE/TOTAL</u>	<u>MCGILL</u>	<u>PINCHOK</u>	<u>HONKEN</u>	<u>LAMARCHE</u>	<u>MARKLI</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____



11309 Turkey Creek



11309 Turkey Creek



11409 Turkey Creek



11409 Turkey Creek



11513 Turkey Creek



11513 Turkey Creek



Clarity Pointe



Clarity Pointe

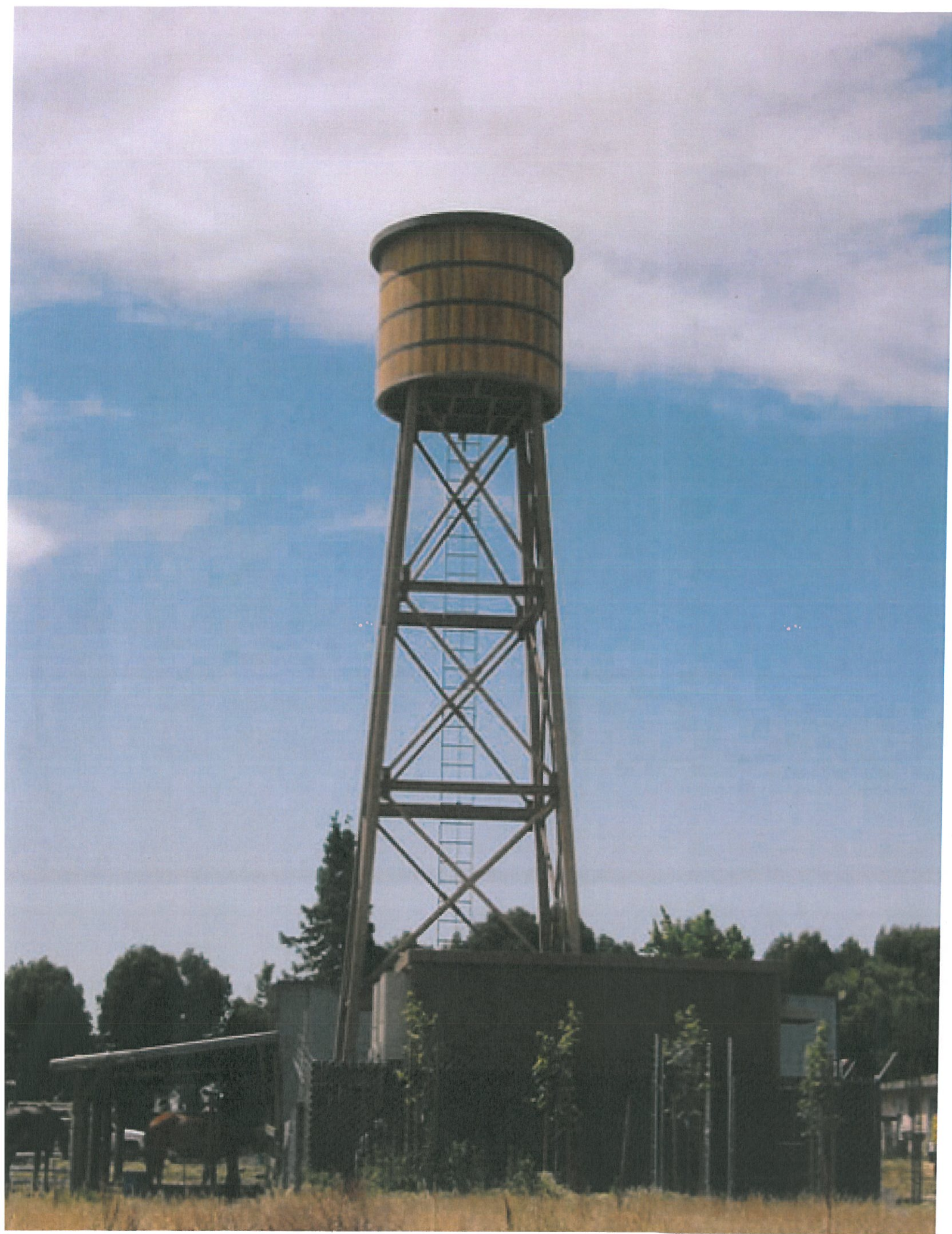














RESOLUTION PC-15-12

FARRAGUT MUNICIPAL PLANNING COMMISSION

A RESOLUTION TO APPROVE AN AMENDMENT TO THE FARRAGUT ZONING MAP, ORDINANCE 86-16, TO RECOMMEND THE APPROVAL OF THE REZONING OF A PORTION OF PARCEL 37.03, TAX MAP 153, LOCATED OFF OF CONCORD ROAD ADJOINING CLARITY POINTE AND FIRST UTILITY DISTRICT, FROM A (AGRICULTURAL), R-1 (RURAL SINGLE-FAMILY RESIDENTIAL) AND OSR (OPEN SPACE RESIDENTIAL OVERLAY) DISTRICTS TO C-1 (GENERAL COMMERCIAL) AND T (TELECOMMUNICATIONS TOWER OVERLAY) DISTRICTS

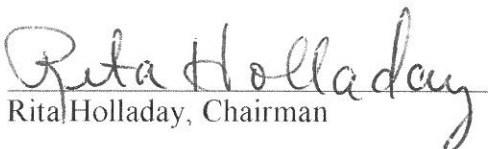
WHEREAS, the Tennessee Code Annotated, Section 13-4-201 et seq, provides that the Municipal Planning Commission shall make and adopt a general plan for the physical development of the municipality; and

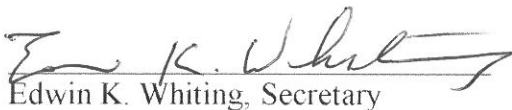
WHEREAS, the Farragut Municipal Planning Commission has adopted various elements of a zoning plan as an element of the general plan for physical development; and

WHEREAS, a public hearing was held on this request on August 20, 2015;

NOW, THEREFORE, BE IT RESOLVED that the Farragut Municipal Planning Commission hereby recommends approval to the Farragut Board of Mayor and Aldermen of an ordinance, amending Ordinance 86-16, of the Farragut Zoning Ordinance, by adding Ordinance 15-15.

ADOPTED this 20th day of August, 2015.


Rita Holladay, Chairman


Edwin K. Whiting, Secretary

ORDINANCE:	15-15
PREPARED BY:	Shipley
REQUESTED BY:	Branch Towers
CERTIFIED BY FMPC:	August 20, 2015
PUBLIC HEARING:	_____
PUBLISHED IN:	_____
DATE:	_____
1ST READING:	_____
2ND READING:	_____
PUBLISHED IN:	_____
DATE:	_____

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE, ORDINANCE 86-16, AS AMENDED, PURSUANT TO SECTION 13-4-201, TENNESSEE CODE ANNOTATED.

BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, that the Farragut Zoning Ordinance, Ordinance 86-16, as amended, is hereby amended as follows:

SECTION 1.

The Farragut Zoning Ordinance, Ordinance 86-16, as amended, is hereby amended by rezoning a portion of Parcel 37.03, Tax Map 153, located off of Concord Road adjoining Clarity Pointe and First Utility District, from A (Agricultural), R-1 (Rural Single-Family Residential) and OSR (Open Space Residential Overlay) Districts to C-1 (General Commercial) and T (Telecommunications Tower Overlay) Districts (Exhibit A) and as described in Exhibit B.

SECTION 2.

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

Dr. Ralph McGill, Mayor

Allison Myers, Town Recorder

Certified to the Farragut Board of Mayor and Aldermen this _____ day of _____, 2015, with approval recommended.


Rita Holladay, Chairman

Edwin K. Whiting, Secretary

FARRAGUT MUNICIPAL PLANNING COMMISSION



Ordinance 15-15 Exhibit A

Rezoning
a portion of Parcel 37.03, Tax Map 153

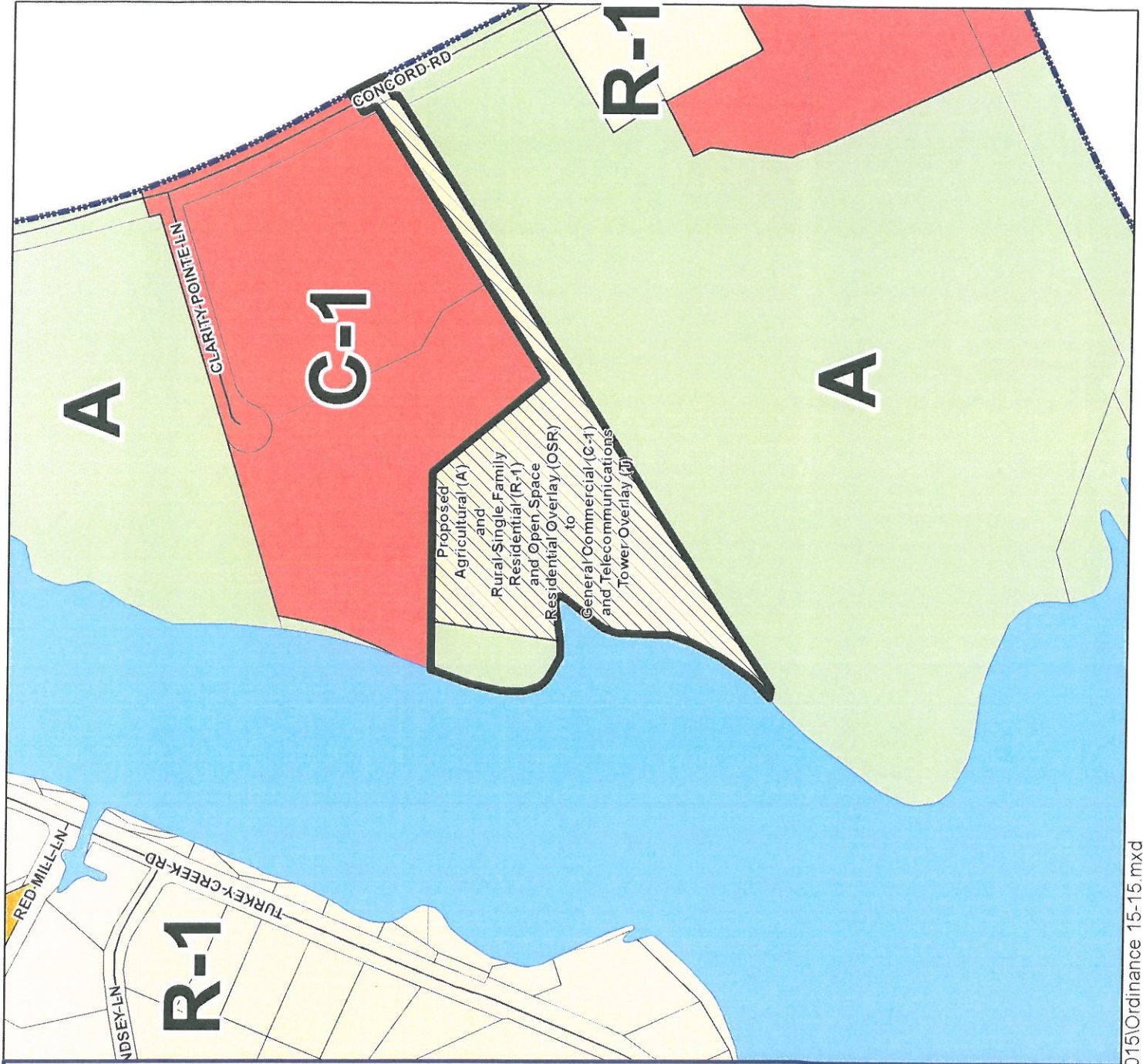
From
Agricultural (A)
and
Rural Single Family
Residential (R-1)
and Open Space
Residential Overlay (OSR)
to
General Commercial (C-1)
and Telecommunications
Tower Overlay (T)

Legend

- Streets
- Subject Property
- Parcels
- Lake
- A, Agricultural
- R-1, Rural Single-Family Residential
- R-4, Attached Single-Family Residential
- OSR, Open Space Residential Overlay
- C-1, General Commercial



1 in = 300 ft





MAGNETIC

FRAME OUTHOUSE
L44
L43
L41
FRAME BUILDING
L40
L39
L38
L37
L36
L35
L34
L33
L32
L31
L30
L29
L28
L27
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L25
L24
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L22
L21
L20
L19
L18
L17
L16
L15
L14
L13
L12
L11
L10
L9
L8
L7

HSRE CLARITY POINTE AT KNOXVILLE, LLC
DEED REFERENCE #201203280053729
PLAT REFERENCE #201304230069344

AREA TO BE REZONED

EXISTING 1/2" IRON
ROD & CAP (BHNP)

FORT LOUDON LAKE

TOTAL AREA
228,473.62 S.F.
5.245 AC.

HSRE CLARITY POINTE AT KNOXVILLE, LLC
DEED REFERENCE #201203280053729
PLAT REFERENCE #201304230069344

EXISTING SEWER LINE
EXISTING SEWER EASEMENT
20' SANITARY SEWER EASEMENT
30' ACCESS EASEMENT
ASPHALT DRIVE

EXISTING 1/2" IRON
ROD & CAP (BHNP)

EXISTING 1/2" IRON ROD

THE FIRST UTILITY DISTRICT OF KNOX COUNTY TN
DEED REFERENCE D.B. 1530 / PG. 244
PLAT REFERENCE #200709250026149

EXISTING 1/2" IRON ROD

100' TVA TRANSMISSION
LINE EASEMENT

POINT OF BEGINNING
CENTERLINE OF
PAVEMENT

EXISTING 1/2" IRON ROD

CLARITY POINTE LANE

S 26°03'00" E
462.49 (ME)

CONCORD ROAD

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING	LINE	LENGTH	BEARING	LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	22.63'	S 25°56'16" E	L8	19.40'	N 23°10'00" E	L15	15.83'	N 36°57'32" E	L22	50.35'	N 20°09'32" E	L29	28.81'	N 47°39'21" E
L2	30.11'	S 25°56'15" E	L9	26.03'	N 30°26'25" E	L16	32.41'	N 25°53'48" E	L23	25.49'	N 25°22'44" E	L30	42.13'	N 03°48'55" W
L3	14.53'	S 59°10'26" W	L10	26.59'	N 40°31'51" E	L17	27.40'	N 21°18'28" E	L24	28.77'	N 47°05'41" E	L31	17.65'	N 40°47'29" W
L4	734.56'	S 59°10'26" W	L11	33.23'	N 42°57'30" E	L18	18.74'	N 19°26'15" E	L25	45.07'	N 59°26'44" E	L32	37.12'	N 77°51'02" W
L5	294.87'	S 59°08'38" W	L12	21.80'	N 49°44'47" E	L19	28.00'	N 39°10'54" E	L26	33.51'	N 62°09'42" E	L33	39.77'	N 80°48'30" W
L6	434.19'	S 58°29'25" W	L13	25.11'	N 56°43'03" E	L20	30.15'	N 24°24'30" E	L27	22.63'	N 49°04'19" E	L34	30.74'	N 81°24'34" W
L7	0.59'	N 78°50'09" W	L14	24.51'	N 49°47'04" E	L21	35.02'	N 29°27'16" E	L28	22.98'	N 43°30'58" E	L35	46.52'	S 85°47'30" W



CANNON & CANNON INC
CONSULTING ENGINEERS - FIELD SURVEYORS

TEL 865.670.8555 8550 Kingston Pike
Knoxville, TN 37919
WWW.CANNON-CANNON.COM

CCI PROJ. NO. 01200-0000

DATE SEPTEMBER 10, 2015

SCALE 1" = 100'

DRAWN JDW

CHECKED RGL

BRANCH COMMUNICATIONS
1516 S BOSTON AVENUE
TULSA, OKLAHOMA 74119

PROJECT

BRANCH COMMUNICATION - MAILEN SITE
CONCORD ROAD
DISTRICT 6, KNOX COUNTY, TN

EXHIBIT "B"
REZONING PLAN

\$1.00

EXHIBIT "B"

LEGAL DESCRIPTION

Situated in the Sixth (6TH) Civil District of Knox County, Tennessee, within the Town of Farragut and being a portion of parcel 37.03 as shown on CLT Map 153, more particularly described as follows:

BEGINNING on a point at the western right-of-way line of Concord Road, said point being located 462.49 feet, more or less, south of the southern right-of-way line of Clarity Pointe Lane;

Thence with the western right-of-way line of Concord Road, the following three (3) calls:

1. S 25° 56' 16" E, 22.63 feet to a point;
2. S 25° 56' 15" E, 30.11 feet to an existing 1/2 inch iron rod;
3. S 59° 10' 26" W, 14.53 feet to a point, corner to The First Utility District of Knox County Tennessee (Deed Book 1530, Page 244);

Thence leaving the western right-of-way line of Concord Road and with the northern line of The First Utility District of Knox County Tennessee, the following four (4) calls:

1. S 59° 10' 26" W, 734.56 feet to an existing 1/2 inch rod;
2. S 59° 08' 38" W, 294.87 feet to an existing 1/2 inch rod;
3. S 58° 29' 25" W, 434.19 feet to an existing 1/2 inch rod and cap (#908);
4. N 78° 50' 09" W, 0.59 feet to a point;

Thence leaving the northern line of The First Utility District of Knox County Tennessee, and with the 820 contour line of Fort Loudon Lake, the following thirty-seven (37) calls:

1. N 23° 10' 00" E, 19.40 feet to a point;
2. N 30° 26' 25" E, 26.03 feet to a point;
3. N 40° 31' 51" E, 26.59 feet to a point;
4. N 42° 57' 30" E, 33.23 feet to a point;
5. N 49° 44' 47" E, 21.80 feet to a point;
6. N 56° 43' 03" E, 25.11 feet to a point;

7. N 49° 47' 04" E, 24.51 feet to a point;
8. N 36° 57' 32" E, 15.83 feet to a point;
9. N 25° 53' 48" E, 32.41 feet to a point;
10. N 21° 18' 28" E, 27.49 feet to a point;
11. N 19° 26' 15" E, 18.74 feet to a point;
12. N 39° 10' 54" E, 28.00 feet to a point;
13. N 24° 24' 30" E, 30.15 feet to a point;
14. N 29° 27' 16" E, 35.02 feet to a point;
15. N 20° 09' 32" E, 50.35 feet to a point;
16. N 25° 22' 44" E, 25.49 feet to a point;
17. N 41° 05' 41" E, 28.77 feet to a point;
18. N 59° 26' 44" E, 45.07 feet to a point;
19. N 62° 09' 42" E, 33.51 feet to a point;
20. N 49° 04' 19" E, 22.63 feet to a point;
21. N 43° 30' 58" E, 22.98 feet to a point;
22. N 47° 39' 21" E, 28.81 feet to a point;
23. N 03° 48' 55" W, 42.13 feet to a point;
24. N 40° 47' 29" W, 17.65 feet to a point;
25. N 77° 51' 02" W, 37.12 feet to a point;
26. N 80° 48' 30" W, 39.77 feet to a point;
27. N 81° 24' 34" W, 30.74 feet to a point;
28. S 85° 47' 30" W, 46.52 feet to a point;
29. S 88° 23' 43" W, 46.18 feet to a point;

30. N 72° 52' 49" W, 38.02 feet to a point;

31. N 42° 14' 38" W, 29.15 feet to a point;

32. N 31° 20' 06" W, 17.30 feet to a point;

33. N 26° 44' 09" W, 59.06 feet to a point;

34. N 00° 55' 52" W, 23.91 feet to a point;

35. N 11° 37' 29" W, 23.38 feet to a point;

36. N 24° 56' 14" E, 24.55 feet to a point;

37. N 17° 39' 22" E, 4.23 feet to a point in the southern line of HSRE Clarity Pointe at Knoxville, LLC (Instrument No. 201203280053729);

Thence leaving the 820 contour line of Fort Loudon Lake and with the southern line of HSRE Clarity Pointe at Knoxville, LLC, the following three (3) calls:

1. S 88° 23' 11" E, 394.59 feet to an existing 1/2 inch rod and cap (BHNP)

2. S 38° 22' 39" E, 310.50 feet to an existing 1/2 inch rod and cap (BHNP)

3. N 59° 10' 34" E, 660.90 feet to a point at the western right-of-way line of Concord Road;

Thence leaving the southern line of HSRE Clarity Pointe at Knoxville, LLC and with the western right-of-way line of Concord Road, N 59° 10' 34" E, 15.05 feet to the Point of **BEGINNING**.

Containing 228,473.62 square feet or 5.245 acres, more or less.

This description was prepared September 11, 2015, by Cannon & Cannon, Inc., 8550 Kingston Pike Knoxville, Tennessee 37919.

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Ordinance 15-16, on first reading, to rezone a portion of Parcel 131, Tax Map 142, located to the west of Village Veterinary and to the east of the former Phillips 66 on Kingston Pike, from O-1 to TCD (Craig Allen, Applicant)

BACKGROUND: This request was originally discussed as a workshop item at the April 16, 2015 planning commission meeting. The applicant did not wish to pursue the rezoning unless certain amendments to the Town Center District (TCD) could be made concerning parking and signage. Amendments have subsequently been approved by the planning commission and the board of mayor and aldermen.

In addition, at the July 16 planning commission meeting, the commission voted unanimously to support an amendment to the Comprehensive Land Use Plan (CLUP) that would change the future land use designation for the office/light industrial portion of the property to mixed use town center (MUTC). That amendment was subsequently approved by the board of mayor and aldermen on August 27, 2015. The board's action on this CLUP amendment was necessary since the MUTC text and map portion of the CLUP was adopted by ordinance a few months ago.

DISCUSSION: Consistent with the CLUP amendment, the applicant is now moving forward with a request to rezone the portion of the property that is currently zoned Office (O-1) to Town Center District (TCD). The portion of the property zoned Open Space/Park (OS-P) would remain in its current designation and is not part of this request.

As required in association with a rezoning request to TCD, the applicant has submitted a concept plan. The applicant has also submitted a traffic impact study associated with the proposed project. The concept plan and executive summary and conclusions and recommendations of the traffic impact study are included in your packets.

RECOMMENDATION: Given that this property is in very close proximity to other properties identified as preferred locations for a MUTC, a rezoning that would permit the development of a town center on this property would help advance Strategy 1 – Bring About a Downtown, and Strategy 3 – Encourage Greater Housing Choice, of the CLUP.

At their meeting on August 20, 2015 the Farragut Municipal Planning Commission, through Resolution PC-15-13, unanimously recommended approval of Ordinance 15-16 which would rezone a portion Parcel 131, Tax Map 142, located to the west of Village Veterinary and to the east of the former Phillips 66 on Kingston Pike, from O-1 to TCD.

PROPOSED MOTION: To approve Ordinance 15-16, on first reading, to rezone a portion of Parcel 131, Tax Map 142, located to the west of Village Veterinary and to the east of the former Phillips 66 on Kingston Pike, from O-1 to TCD.

BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

<u>VOTE/TOTAL</u>	<u>MCGILL</u>	<u>PINCHOK</u>	<u>HONKEN</u>	<u>LAMARCHE</u>	<u>MARKLI</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

RESOLUTION PC-15-13

FARRAGUT MUNICIPAL PLANNING COMMISSION

A RESOLUTION TO APPROVE AN AMENDMENT TO THE FARRAGUT ZONING MAP, ORDINANCE 86-16, TO RECOMMEND THE APPROVAL OF THE REZONING OF A PORTION OF PARCEL 131, TAX MAP 142, LOCATED TO THE WEST OF VILLAGE VETERINARY AND TO THE EAST OF THE FORMER PHILLIPS 66 ON KINGSTON PIKE, FROM O-1 (OFFICE) DISTRICT TO TCD (TOWN CENTER) DISTRICT

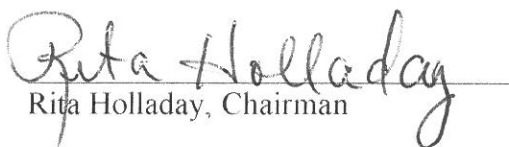
WHEREAS, the Tennessee Code Annotated, Section 13-4-201 et seq, provides that the Municipal Planning Commission shall make and adopt a general plan for the physical development of the municipality; and

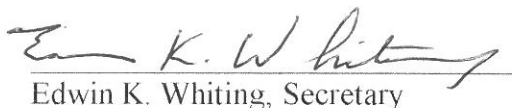
WHEREAS, the Farragut Municipal Planning Commission has adopted various elements of a zoning plan as an element of the general plan for physical development; and

WHEREAS, a public hearing was held on this request on August 20, 2015;

NOW, THEREFORE, BE IT RESOLVED that the Farragut Municipal Planning Commission hereby recommends approval to the Farragut Board of Mayor and Aldermen of an ordinance, amending Ordinance 86-16, of the Farragut Zoning Ordinance, by adding Ordinance 15-16.

ADOPTED this 20th day of August, 2015.


Rita Holladay, Chairman


Edwin K. Whiting, Secretary

ORDINANCE:	15-16
PREPARED BY:	Shipley
REQUESTED BY:	Craig Allen
CERTIFIED BY FMPC:	August 20, 2015
PUBLIC HEARING:	_____
PUBLISHED IN:	_____
DATE:	_____
1ST READING:	_____
2ND READING:	_____
PUBLISHED IN:	_____
DATE:	_____

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE, ORDINANCE 86-16, AS AMENDED, PURSUANT TO SECTION 13-4-201, TENNESSEE CODE ANNOTATED.

BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, that the Farragut Zoning Ordinance, Ordinance 86-16, as amended, is hereby amended as follows:

SECTION 1.

The Farragut Zoning Ordinance, Ordinance 86-16, as amended, is hereby amended by rezoning a portion of Parcel 131, Tax Map 142, located to the west of Village Veterinary and to the east of the former Phillips 66 on Kingston Pike, from O-1 (Office) District to TCD (Town Center) District (Exhibit A) and as described in Exhibit B.

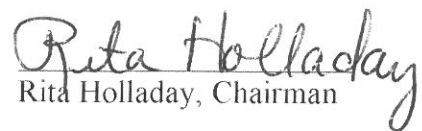
SECTION 2.

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

Dr. Ralph McGill, Mayor

Allison Myers, Town Recorder

Certified to the Farragut Board of Mayor and Aldermen this _____ day of _____, 2015, with approval recommended.


Rita Holladay, Chairman

Edwin K. Whiting, Secretary

FARRAGUT MUNICIPAL PLANNING COMMISSION



Ordinance 15-16 Exhibit A

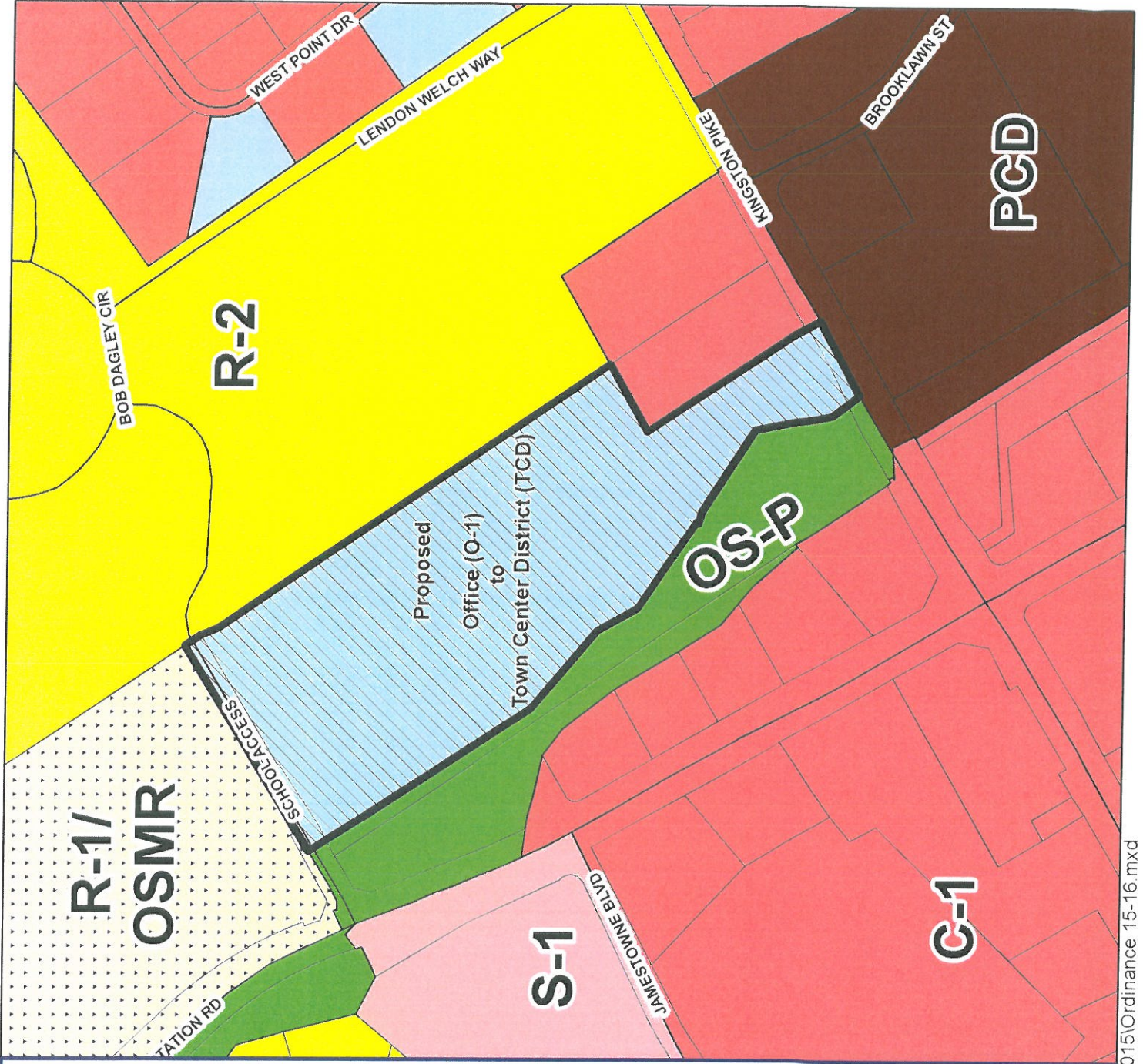
Rezone
a portion of Parcel 131, Tax Map 142
From
Office (O-1)
to
Town Center District (TCD)

Legend

- Streets
- Parcels
- ▨ Subject Property
- OS-P, Open Space/Park
- S-1, Community Service
- R-2, General Single-Family Residential
- OSMR, Open Space Mixed Residential Overlay
- O-1, Office
- C-1, General Commercial
- PCD, Planned Commercial Development



1 in = 300 ft



1.0 EXECUTIVE SUMMARY

This report provides a summary of a traffic impact study that was performed for a proposed multi-use development to be located in the Town of Farragut. The project site is located on the north side of Kingston Pike (S.R. 1) and on the east side of Campbell Station Road. The conceptual development plan for this project proposes a multi-use development that will include apartments, condominiums, and some commercial space that will consist of offices and some retail businesses.

The purpose of this study was the evaluation of the traffic operational and safety impacts of the proposed development upon roadways in the vicinity of the site. Appropriate intersection evaluations were conducted at four critical intersections. This was done in order to determine the anticipated impacts of this proposed project and to establish recommended measures to mitigate these impacts.

The primary conclusion of this study is that traffic generated from the proposed mixed-use development will have some adverse impacts on the study intersections, especially during A.M. and P.M. peak traffic periods. However, these impacts generally involve a worsening of existing conditions, and measures are available to mitigate the major concerns. The following is a listing of the impacts identified by this study, along with the recommended mitigation measures. These recommendations are primarily intended to maximize operational conditions and safety.

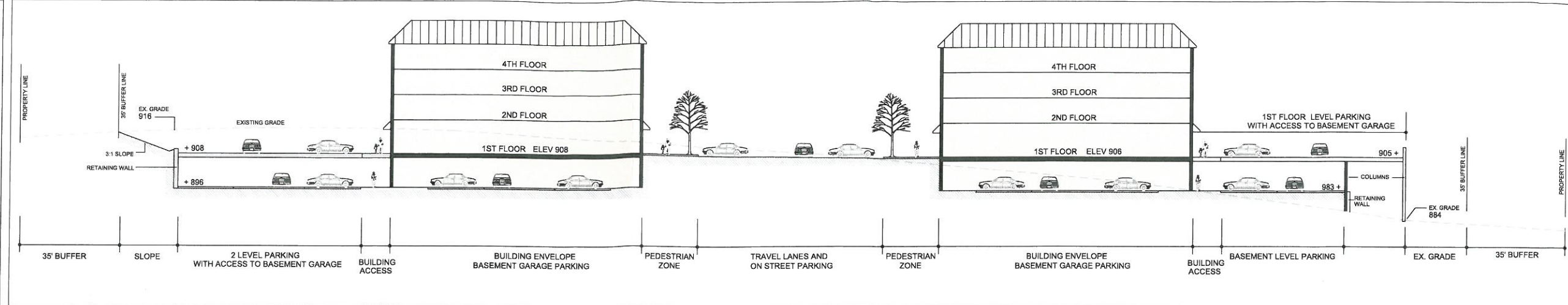
- 1) Install a traffic signal at the site entrance on Campbell Station Road. This signal will likely meet required signal warrants and will address the anticipated poor level-of-service for the westbound to southbound left-turn movement. In addition, it will provide for a safer pedestrian crossing of Campbell Station Road at this location and will also increase safety for traffic to and from Farragut High School. This signal should be actuated with vehicular and pedestrian detection, should possess a southbound to eastbound left-turn phase and should be provided with supplemental signal heads as needed to assist signal visibility because of horizontal curvature related issues.
- 2) The high school access road should have the existing right-out concrete island removed and be restriped to provide a minimum 200 foot westbound left-turn lane. In addition, the westbound right lane should be striped as an exclusive right-turn lane.
- 3) The center lane on Kingston Pike, immediately east of the site driveway intersection, should be restriped. This restriping would remove the painted island in the middle of Kingston Pike, and replace it with a fully striped center two-way left-turn lane. This would more readily allow vehicles making a left-turn to exit the site and turn left into the center lane before merging with eastbound Kingston Pike through traffic.
- 4) It is likely that during peak hours, some vehicles may leave the project site and use the parking lot driveways in front of the Veterinary Hospital to access the existing traffic signal located at Kingston Pike and Brooklawn Street. This location should be monitored to determine if this results in any safety concerns. The installation of a speed hump or other device could be considered if significant issues are observed.
- 5) It is important that for all these intersection locations, site features such as signs and vegetation be located so as not to impede the required lines of sight.
- 6) The signalized intersections in the area should be periodically reviewed and appropriate traffic signal timing developed and installed on a three to five year cycle.

7.0 CONCLUSIONS & RECOMMENDATIONS

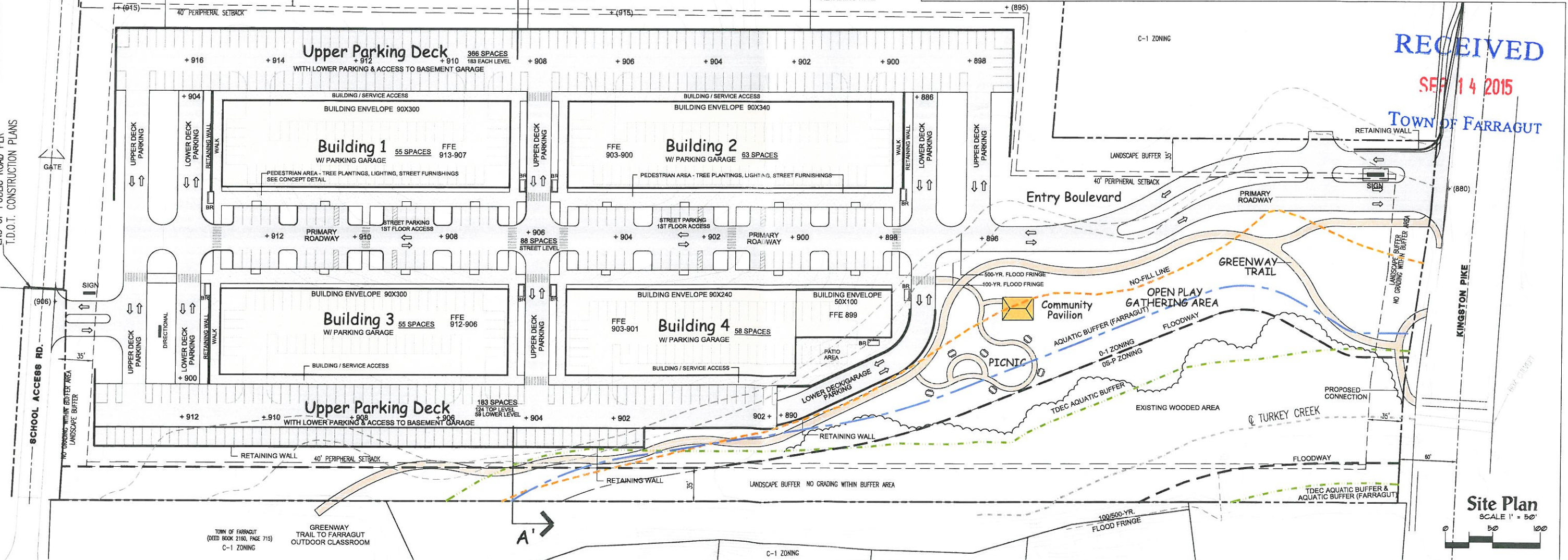
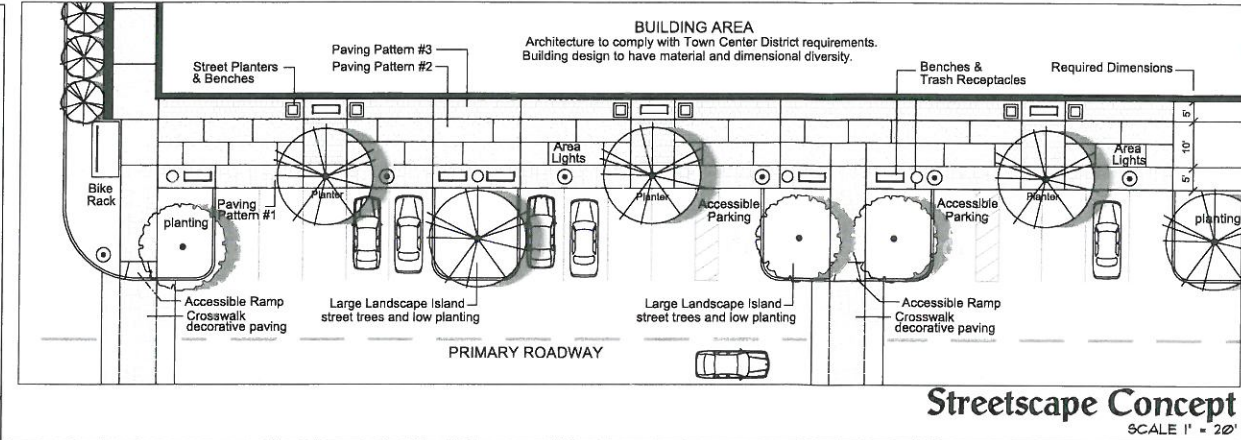
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- 1) Install a traffic signal at the site entrance on Campbell Station Road. This signal will likely meet required signal warrants and will address the anticipated poor level-of-service for the westbound to southbound left-turn movement. In addition, it will provide for a safer pedestrian crossing of Campbell Station Road at this location and will also increase safety for traffic to and from Farragut High School. This signal should be actuated with vehicular and pedestrian detection, should possess a southbound to eastbound left-turn phase and should be provided with supplemental signal heads as needed to assist signal visibility because of horizontal curvature related issues on Campbell Station Road.
- 2) The high school access road should have the existing right-out concrete island removed and be restriped to provide a minimum 200 foot westbound left-turn lane. In addition, the westbound right lane should be striped as an exclusive right-turn lane.
- 3) The center lane on Kingston Pike, immediately east of the site driveway intersection, should be restriped. This restriping would remove the painted island in the middle of Kingston Pike, and replace it with a fully striped center two-way left-turn lane. This would more readily allow vehicles making a left-turn to exit the site and turn left into the center lane before merging with eastbound Kingston Pike through traffic.
- 4) It is likely that during peak hours, some vehicles may leave the project site and use the parking lot driveways in front of the Veterinary Hospital to access the existing traffic signal located at Kingston Pike and Brooklawn Street. This location should be monitored to determine if this results in any safety concerns. The installation of a speed hump or other appropriate device could be considered if issues are observed and considered significant.
- 5) It is important that for all these intersection locations, site features such as signs and vegetation be located so as not to impede the required lines of sight.
- 6) The signalized intersections in the area should be periodically reviewed and appropriate traffic signal timing developed and installed on a three to five year cycle. This study identified the intersection of Kingston Pike and Concord Road as a location that could significantly benefit from immediate retiming.

LOT COVERAGE			
SITE AREA: 16.26 AC		708,285 SQ.FT.	
IMPERVIOUS SURFACES: 53% LOT COVERAGE		376,948 SQ.FT.	
OPEN SPACE:		331,337 SQ.FT.	
GROSS FLOOR AREA & PARKING			
BUILDING FOOTPRINT	SIZE	GROSS FLOOR AREA (PER FLOOR)	
BUILDING #1	85' X 300'	25,500 SQ. FT.	
BUILDING #2	85' X 340'	28,900 SQ. FT.	
BUILDING #3	85' X 300'	25,500 SQ. FT.	
BUILDING #4	85' X 240'	20,400 SQ. FT.	
	50' X 100'	5,000 SQ. FT.	
		105,300 SQ. FT.	
		X 4 FLOORS	
		TOTAL GROSS FLOOR AREA 421,200 SQ. FT.	
FLOOR	CARS REQUIRED	REQUIRED	PROPOSED
1ST FLOOR	1CAR / 250SQ.FT.	421	
1.5 CARS PER RESIDENTIAL UNIT			643 (SURFACE & DECK)
2ND FLOOR	100 RESIDENCES	150	231 (BASEMENT GARAGE)
3RD FLOOR	100 RESIDENCES	150	
4TH FLOOR	100 RESIDENCES	150	
84 BICYCLE PARKING PROVIDED		871	874



- NOTES**
- THIS IS A CONCEPT PLAN THAT IS VERY GENERAL AND PRELIMINARY AND WILL BE SUBJECT TO CHANGE WHEN MORE IN DEPTH SITE EVALUATIONS ARE CONDUCTED.
 - THE INDIVIDUAL BUILDINGS SHOWN ARE CONCEPTUAL. AS PART OF THE SITE PLAN, THE INDIVIDUAL BUILDINGS AND THE APPLICABLE SITE ELEMENTS WILL ADDRESS AND COMPLY WITH THE DESIGN REQUIREMENTS PROVIDED FOR IN THE TOWN CENTER DISTRICT DESIGN REQUIREMENTS IN THE FARRAGUT MUNICIPAL CODE.
 - DEVELOPMENT ACTIVITY WITHIN THE SFHA WILL NEED TO BE DESIGNED AND CONSTRUCTED TO BE IN COMPLIANCE WITH THE FARRAGUT FLOOD DAMAGE PREVENTION REGULATIONS AND FEMA STANDARDS.
 - THE CONCLUSIONS AND RECOMMENDATIONS OF THE TRAFFIC STUDY CONDUCTED BY CANNON AND CANNON IN AUGUST 2015 MUST BE IMPLEMENTED AS APPROPRIATE AS PART OF ANY FUTURE SITE PLAN APPROVAL.
 - THE PEDESTRIAN WALKING TRAIL AND ANY OTHER ENCROACHMENTS INTO THE REGULATORY FLOODWAY WILL REQUIRE A "NO-RISE" CERTIFICATIONS OR CLOMR/LOMR.
 - THIS PROJECT WILL USE LOW IMPACT DEVELOPMENT (LID) ELEMENTS FOR STORM WATER DESIGN.



RECEIVED
SEP 14 2015
TOWN OF FARRAGUT