



**FARRAGUT BOARD OF MAYOR AND ALDERMEN
AGENDA**

October 25, 2018

WORKSHOP

5:30

**Campbell Station Inn Phase 3
McFee Park Phase 3**

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. October 11, 2018
- VI. Business Items**
 - A. Approval of Proposal from Cannon & Cannon, Inc. for Engineering Services for Pedestrian Crossing Improvements at Grigsby Chapel Road and Watt Road
 - B. Approval of Dates for the November and December BMA meetings
- VII. Ordinances**
 - A. Public Notice and Second Reading
 - 1. Ordinance 18-14, an ordinance to rezone Parcel 95 and a portion of Parcel 94, Tax Map 152N, Group A (end of Thornbush Lane in the Sheffield Subdivision), 6.72 Acres, from R-1 and A to R-1/OSR (Dave Wilkinson, Applicant)

11408 MUNICIPAL CENTER DRIVE | FARRAGUT, TN 37934 | 865.966.7057
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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 contact the ADA Coordinator at jcurry@townoffarragut.org or 865-966-7057 in advance of the meeting.

2. Ordinance 18-15, an ordinance to rezone a portion of Parcel 94,
Tax Map 152N, Group A, 3.61 Acres, from A to R-1 (Dave Wilkinson,
Applicant)

VIII. Town Administrator's Report

IX. Town Attorney's Report

Board of Mayor and Aldermen Meeting Public Comment Protocol

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

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

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

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

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Sue Stuhl, Parks & Leisure Services Director and Darryl Smith, Town Engineer

SUBJECT: Campbell Station Inn Phase 3

ATTACHMENTS:

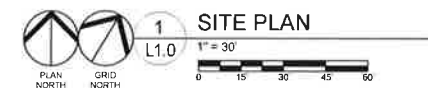
BACKGROUND: The Board of Mayor and Aldermen entered into a contract for design/construction documents for Phase 3 of Campbell Station Inn in November 2017. Phase 3 includes the entrance drives from Kingston Pike and Campbell Station Road to Village Green Subdivision, a restroom, permeable paver parking lot, large open lawn areas (2), walkways, ADA access to the inn and utilities to the surrounding grounds.

DISCUSSION: Attached is the updated schematic design overall site plan, site plan with topographic information and the schematic design for the restrooms. The estimated cost for construction per the attached plan is approximately \$2,000,000.

BREWER
INGRAM
FULLER
Architects Inc.

CAMPBELL
STATION
INN
AVERY
RUSSELL
HOUSE

ROSS/FOWLER
LANDSCAPE ARCHITECTURE
URBAN DESIGN & PLANNING



SCHEMATIC DESIGN
OVERALL SITE PLAN
14 SEPTEMBER 2018

PRELIMINARY -
NOT FOR
CONSTRUCTION

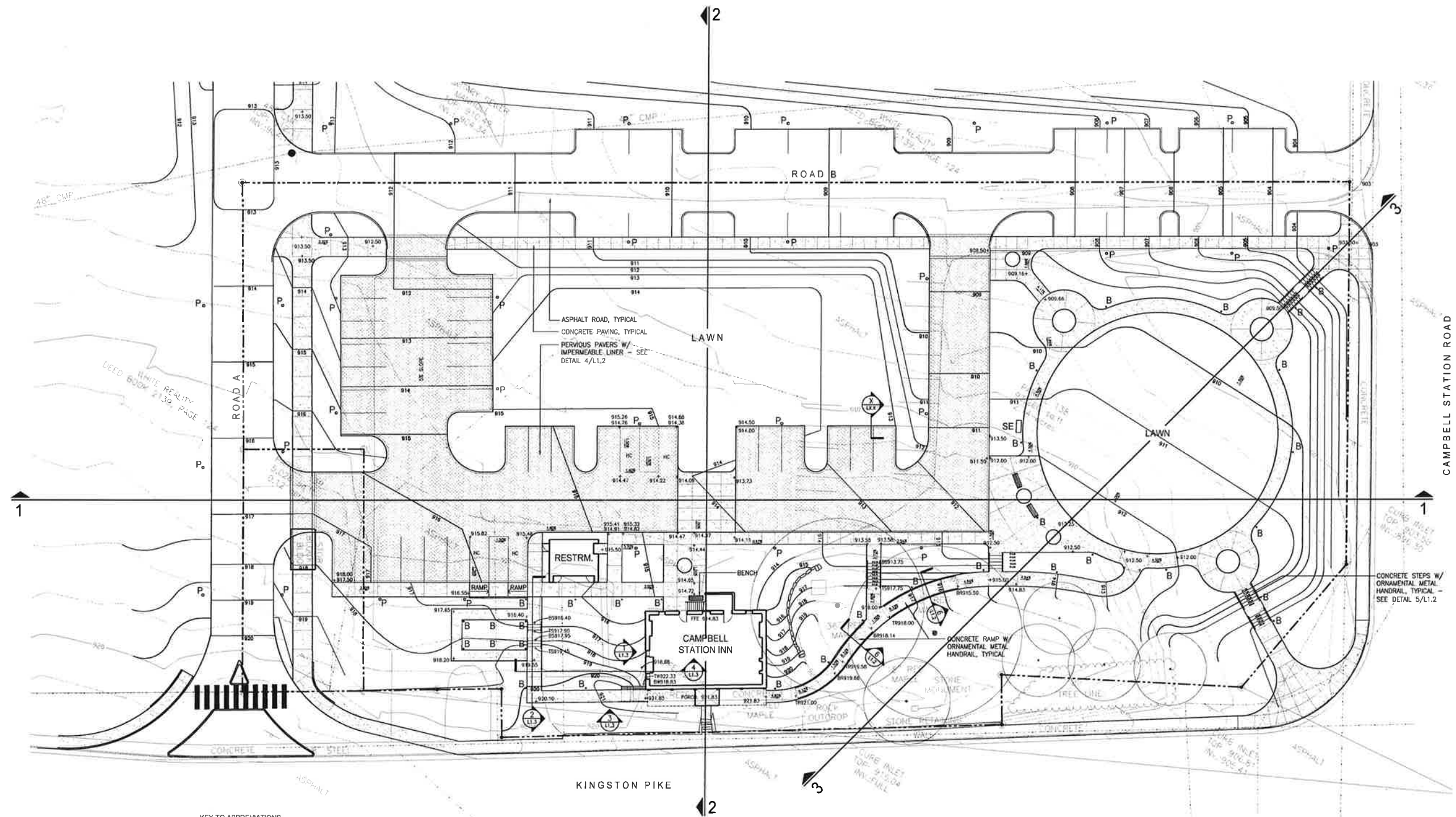
L1.0

CAMPBELL
STATION
INN

AVERY
RUSSELL
HOUSE

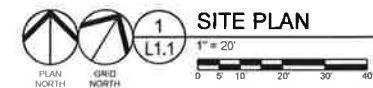
Phase III - Park and
Roads

ROSS/FOWLER
LANDSCAPE ARCHITECTURE
URBAN DESIGN & PLANNING



KEY TO ABBREVIATIONS

AD	AREA DRAIN	P	LIGHT POLE
B	BOLLARD LIGHT	TC	TOP OF CURB
BC	BOTTOM OF CURB	TG	TOP OF GRATE
BR	BOTTOM OF RAMP	TR	TOP OF RAMP
BS	BOTTOM OF STEP	TS	TOP OF STEP
BW	BOTTOM OF WALL	TW	TOP OF WALL
CB	CATCH BASIN	TYP.	TYPICAL
CI	CURB INLET	U.N.O.	UNLESS NOTED OTHERWISE
HP	HIGH POINT	V.I.F.	VERIFY IN FIELD
LP	LOW POINT		

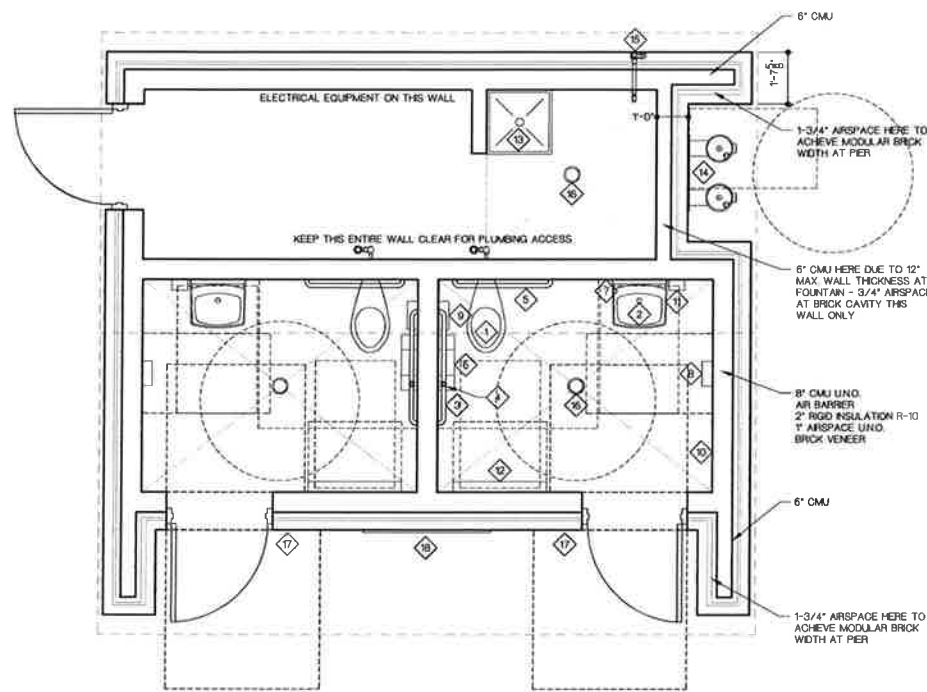


SCHEMATIC DESIGN

SITE PLAN
14 SEPTEMBER 2018

PRELIMINARY-
NOT FOR
CONSTRUCTION

L1.1

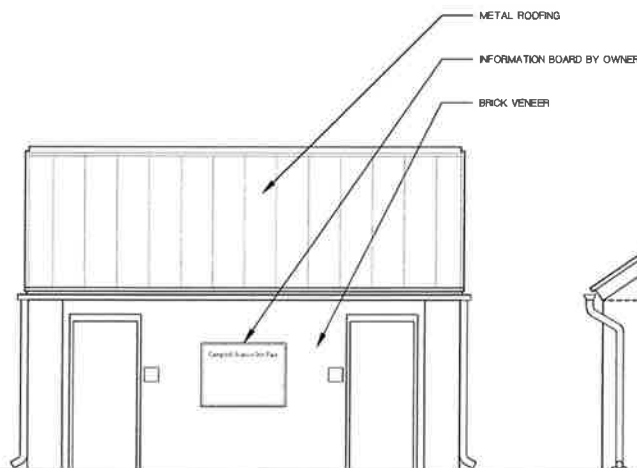


1 FLOOR PLAN
3/8" = 1'-0"
PROJECT NORTH

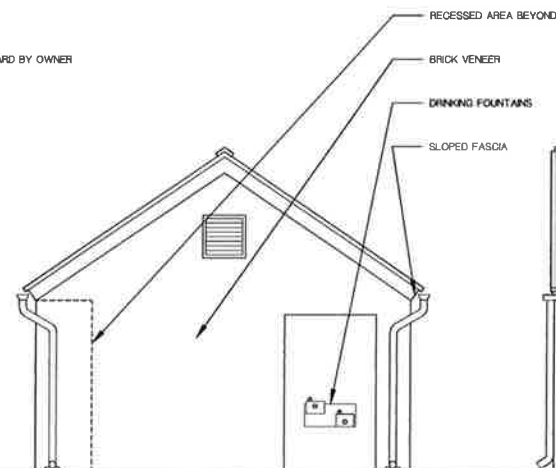
KEY NOTES

1. HIGH EFFICIENCY, CONCEALED FLUSH VALVE, FLOOR MOUNTED, BACK OUTLET ADA WATER CLOSET PER PLUMBING SPEC. (ZURN MODEL Z5647-BWL WITH ZEMS6140AV SENSOR/CONCEALED VALVE SHOWN)
2. LAVATORY PER PLUMBING SPEC. (KOHLER K-2032 WITH ZURN Z6950-XL-M-S BATTERY POWERED FAUCET 0.5 GPM MUST HAVE 15" MIN. CLEARANCE TO SIDE WALL. EXPOSED PIPES UNDER LAVATOIRES AND SINKS SHALL BE INSULATED.
3. HORIZONTAL SIDE GRAB BAR 42" LONG AND 1-1/2" OUTSIDE DIAMETER. TOP OF BAR 33" MIN. AND 36" MAX. ABOVE FINISH FLOOR TO THE TOP OF THE GRIPPING SURFACE. SEE ELEVATION.
4. VERTICAL SIDE GRAB BAR 18" LONG AND 1-1/2" OUTSIDE DIAMETER. BAR MUST BE 35"-41" FROM BACK WALL AND 35"-41" ABOVE FINISH FLOOR. SEE ELEVATION.
5. HORIZONTAL REAR GRAB BAR 36" LONG AND 1-1/2" OUTSIDE DIAMETER. TOP OF BAR 33" MIN. AND 36" MAX. ABOVE FINISH FLOOR TO TOP OF GRIPPING SURFACE. SEE ELEVATION.
6. SURFACE MOUNTED DOUBLE JUMBO ROLL TOILET TISSUE DISPENSER WITH NON-RESTRICTED DELIVERY (ASI 0040). MOUNT TOP OF DISPENSER 30" ABOVE FINISH FLOOR AND DISPENSING LOCATION 7" MIN. TO 9" MAX. FROM FRONT OF WATER CLOSET. SEE PLANS AND ELEVATIONS.
7. 24"x36" STAINLESS STEEL CHANNEL FRAME MIRROR WITH ACRYLIC GLAZING (AS 0620-FLEXGLASS). BOTTOM OF MIRROR SHALL BE NO LOWER THAN 40" ABOVE FINISH FLOOR ELEVATION.
8. ADA ELECTRIC HAND DRYER, SURFACE MOUNTED WITH MAXIMUM 4" DEPTH (DYSON AIRBLADE V NICKEL SHOWN). CONTROLS NO HIGHER THAN 48" ABOVE FINISH FLOOR.
9. SURFACE MOUNTED FEMININE WIPON DISPOSAL (BOBRICK B-254 SHOWN). MOUNT TOP OF UNIT 30" ABOVE FINISH FLOOR AND MAINTAIN 2" LATERAL CLEARANCE FROM TOILET PAPER DISPENSER.
10. TWO PRONG STAINLESS STEEL HOOK AT 48" ABOVE FINISH FLOOR.
11. SURFACE MOUNTED SOAP DISPENSER BY OWNER.
12. FOLD DOWN DIAPER CHANGING STATION (BOBRICK KOALA KB-200 SHOWN). WITH CHANGING SURFACE AT 34" ABOVE FINISH FLOOR IN DOWN POSITION.
13. SERVICE SINK (FIAT MSB 2424 SHOWN)
14. 8" LEVEL STAINLESS STEEL DRINKING FOUNTAIN. NON-FILTERED NON-REFRIGERATED, WITH SS CARRIER - MOST DEPENDABLE FOUNTAINS INC. MODEL 475 WMSS. NOTE: FIXTURE MUST BE DRAINED AND WINTERIZED.
15. FREEZE RESISTANT HOSE DB.
16. FLOOR DRAIN WITH TRAP PRIMER. SLOPE FLOOR TO DRAIN 1/8" PER FOOT.
17. UNISEX RESTROOM SIGN.
18. INFORMATION BOARD BY OWNER.

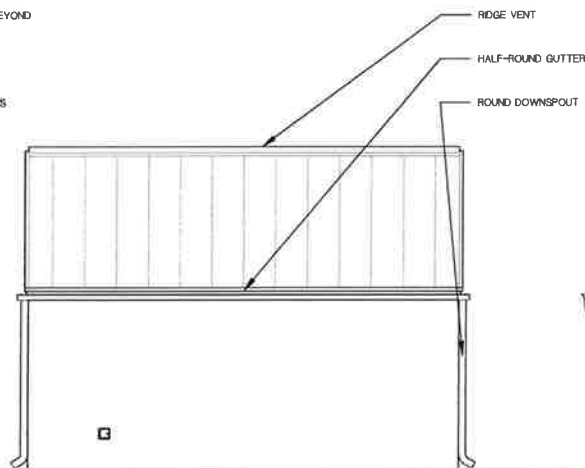
CONFIRM W/ BID



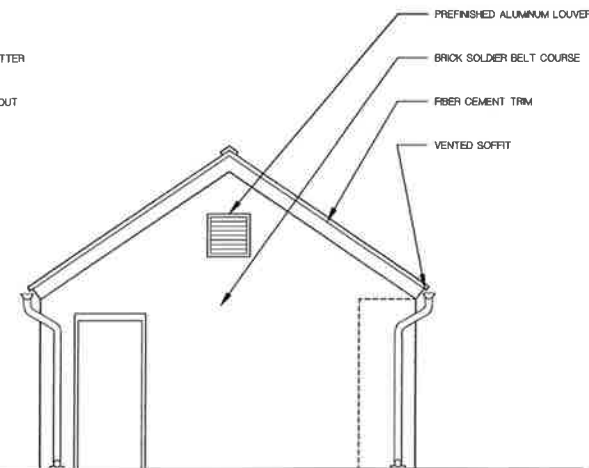
2 SOUTH ELEVATION
1/4" = 1'-0"



3 EAST ELEVATION
1/4" = 1'-0"



4 NORTH ELEVATION
1/4" = 1'-0"



5 WEST ELEVATION
1/4" = 1'-0"

SCHEMATIC DESIGN
RESTROOM BUILDING

PRELIMINARY
- NOT FOR
CONSTRUCTION

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Sue Stuhl, Parks & Leisure Services Director

SUBJECT: McFee Park Phase 3 Development Options

ATTACHMENTS: Approved Master Plan, Exhibit F, Exhibit J, Exhibit K, McFee Park Master Plan Citizen Survey Results

INTRODUCTION: The purpose of this workshop item is to discuss the design contract for McFee Park Phase 3.

BACKGROUND: The Board of Mayor and Aldermen (BMA) approved a contract with Ross/Fowler, P.C. in October 2017 for the next phase (Phase 3) of McFee Park at a cost of 7.25% of the construction bids – an estimated cost of \$442,250 plus up to \$10,000 in reimbursable expenses. The current phase of design is the schematic design phase with a budget of \$66,337.50. Expenditures to date for the schematic phase is \$18,402.50. This phase was for the option known as Exhibit F. This phase includes: road connection from the current road to a new entrance on McFee Road; site utility systems (water, sewer and underground electric) for the entire project including stubouts for work in future phases; stormwater system for project including stubouts for work in future phases; east pavilion and restroom; east pavilion parking lot and associated parking lot lighting; great lawn; and the walking trail loop around the great lawn along with associated lighting. Initial cost estimate for construction is \$6,100,000.

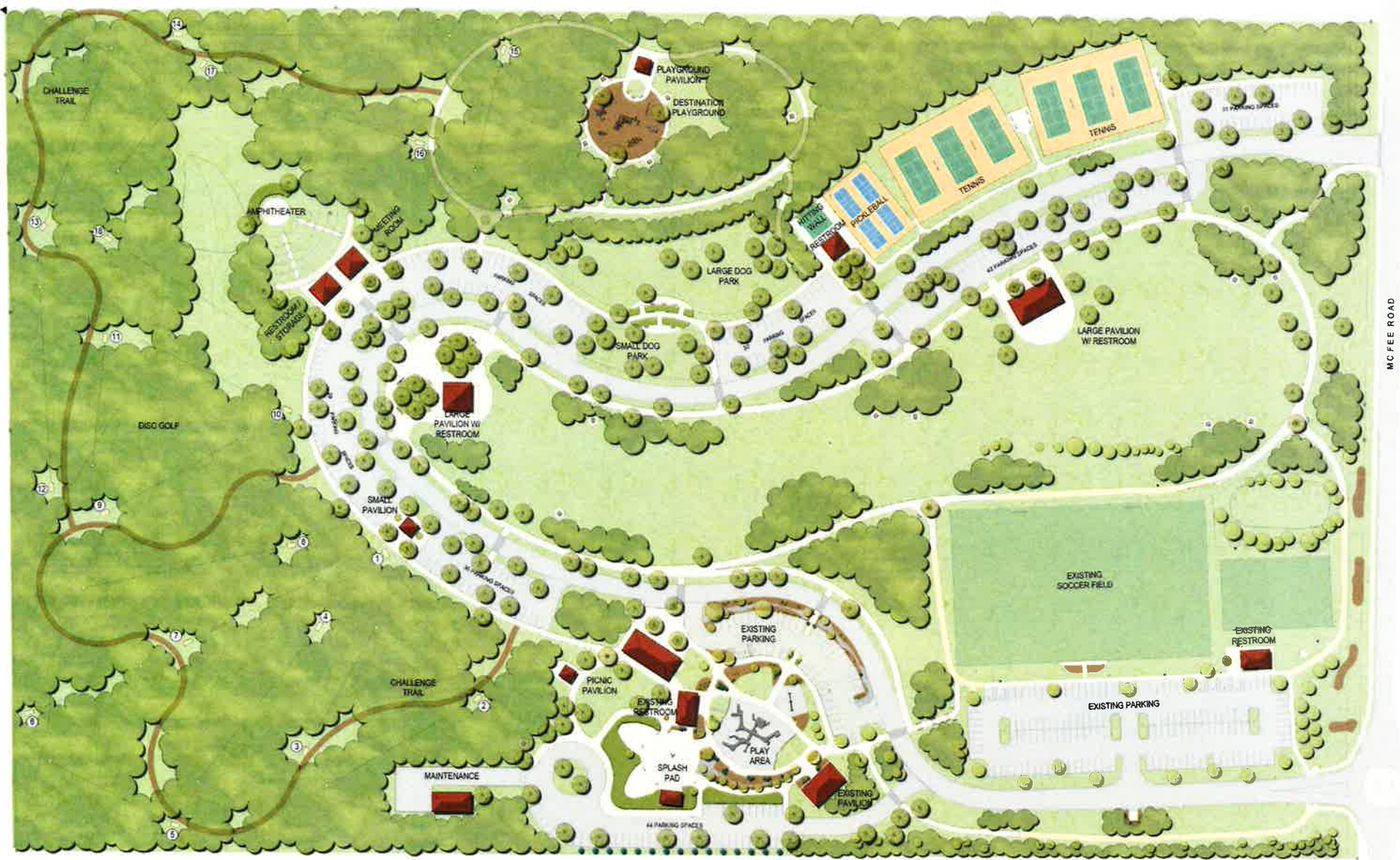
DISCUSSION: Earlier this summer staff asked Ross/Fowler to stop work on the schematic design drawings and construction estimate for Phase 3 (for the approved Exhibit F option) due to discussion at a BMA workshop regarding Phase 3. Initial work completed on Phase 3 includes the survey, research and receiving approval for a plan to remediate a sink hole that was discovered during the survey. At the workshop mentioned above, board members asked the staff to get a rough estimate for the construction of the tennis court complex (Exhibit J) and subsequently requested staff to secure a price (see below) from the designer for additional exhibit drawings, which is beyond the scope of the original contract. The total budget for Phase 3 of McFee Park was approved at \$4,000,000.

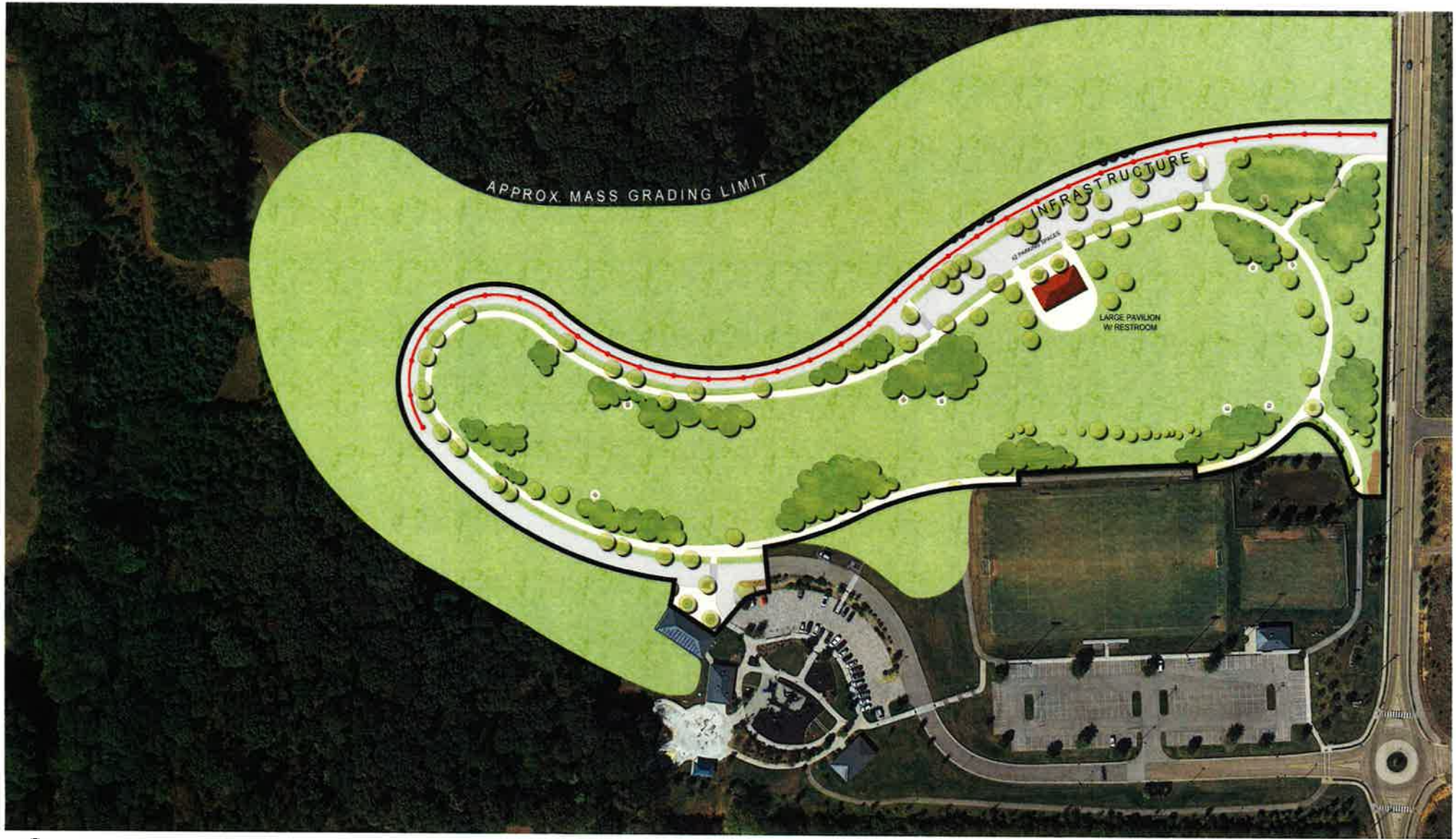
In moving forward, Town staff presents five options for the Board of Mayor and Aldermen's consideration:

- Option 1 – continue the schematic design as defined in the approved contract for Exhibit F (mass grading of entire site, construction of the park road, utility infrastructure, East Pavilion and parking, great lawn and loop trail.)
- Option 2 – continue the schematic design for items included in Exhibit F and add items in Exhibit J (tennis and pickleball complex) at an additional cost of \$44,600. This will include schematic design level drawings and construction estimates for Exhibit F, Exhibit J and a new Exhibit K (which is a combination of Exhibit F and Exhibit J.)
- Option 3 – move forward on schematic design and construction estimate for Exhibit J only – this would be an amendment to the contract and pricing would still be based on percentage of construction cost. In reviewing this option, it is important to note that discussion also needs to include what each board member envisions as the final result of this phase in terms of programming, facilities, etc.
- Option 4 – look at another option or combination not previously identified in one of the exhibits but still within the bounds of the master plan.
- Option 5 – put this project on hold and terminate the contract with the landscape architect.

Besides the master plan and each of the exhibits, the results of the McFee Park Master Plan survey are also attached for review. Finally, it is important that the long term ongoing costs of maintenance, renovations and programming (staffing) be considered as part of moving forward with any exhibit.

STRATEGIC PLAN: The Town of Farragut Strategic Plan lists as a Critical Success Factor “Providing Excellent Parks, Recreation, Cultural Amenities and Programs.”





0 50 100 150
JUNE 2017

ROSS/FOWLER
LANDSCAPE ARCHITECTURE
URBAN DESIGN & PLANNING

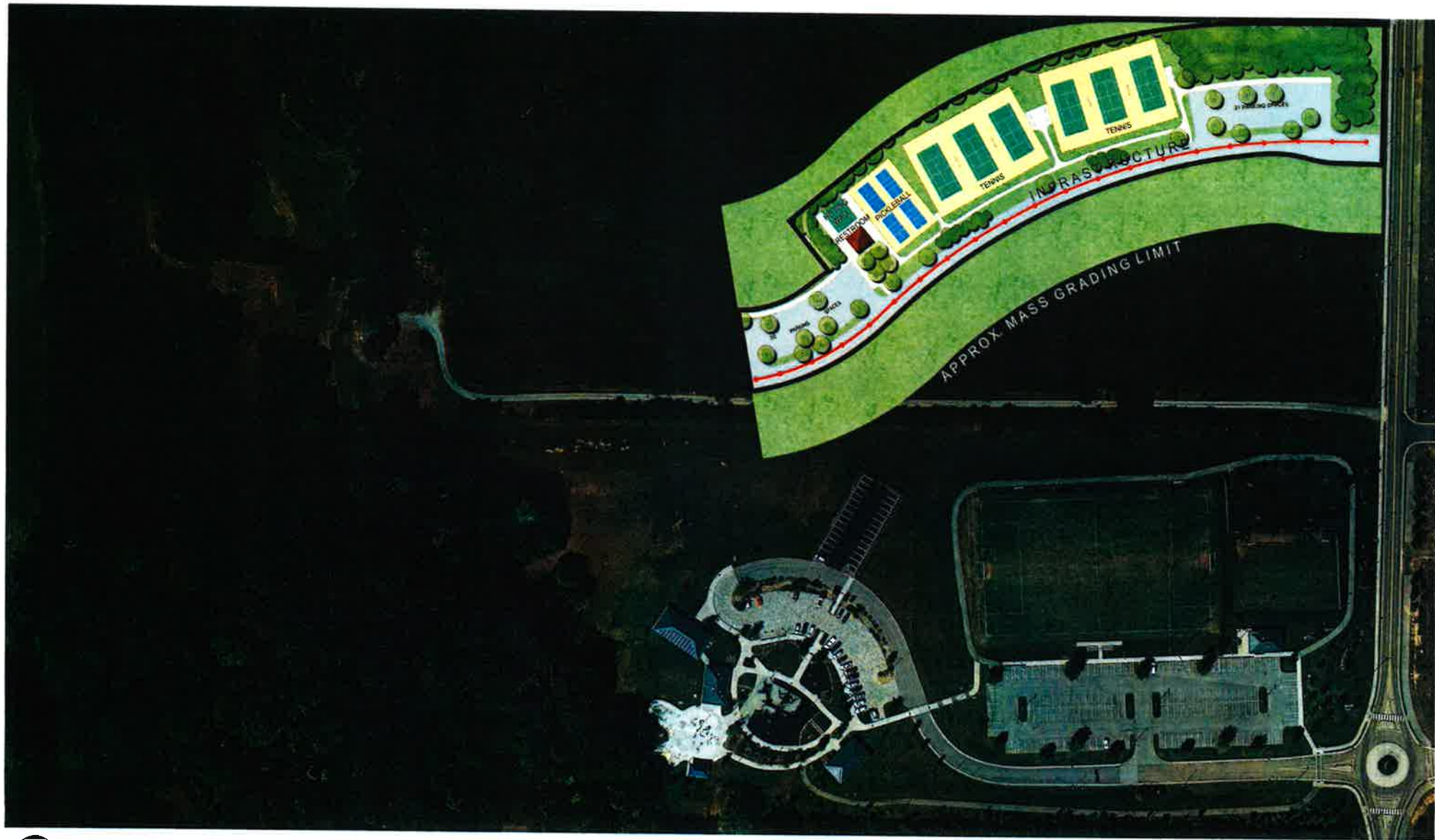
2016 McFEE PARK MASTER PLAN UPDATE

TOWN OF FARRAGUT

Exhibit F

\$6.1 Million Phase

- New Grading
- Road & Infrastructure
- East Pavilion & Restroom
- East Pavilion Parking
- Great Lawn
- Loop Trail



0 60 120 180
JULY 2018

Exhibit J

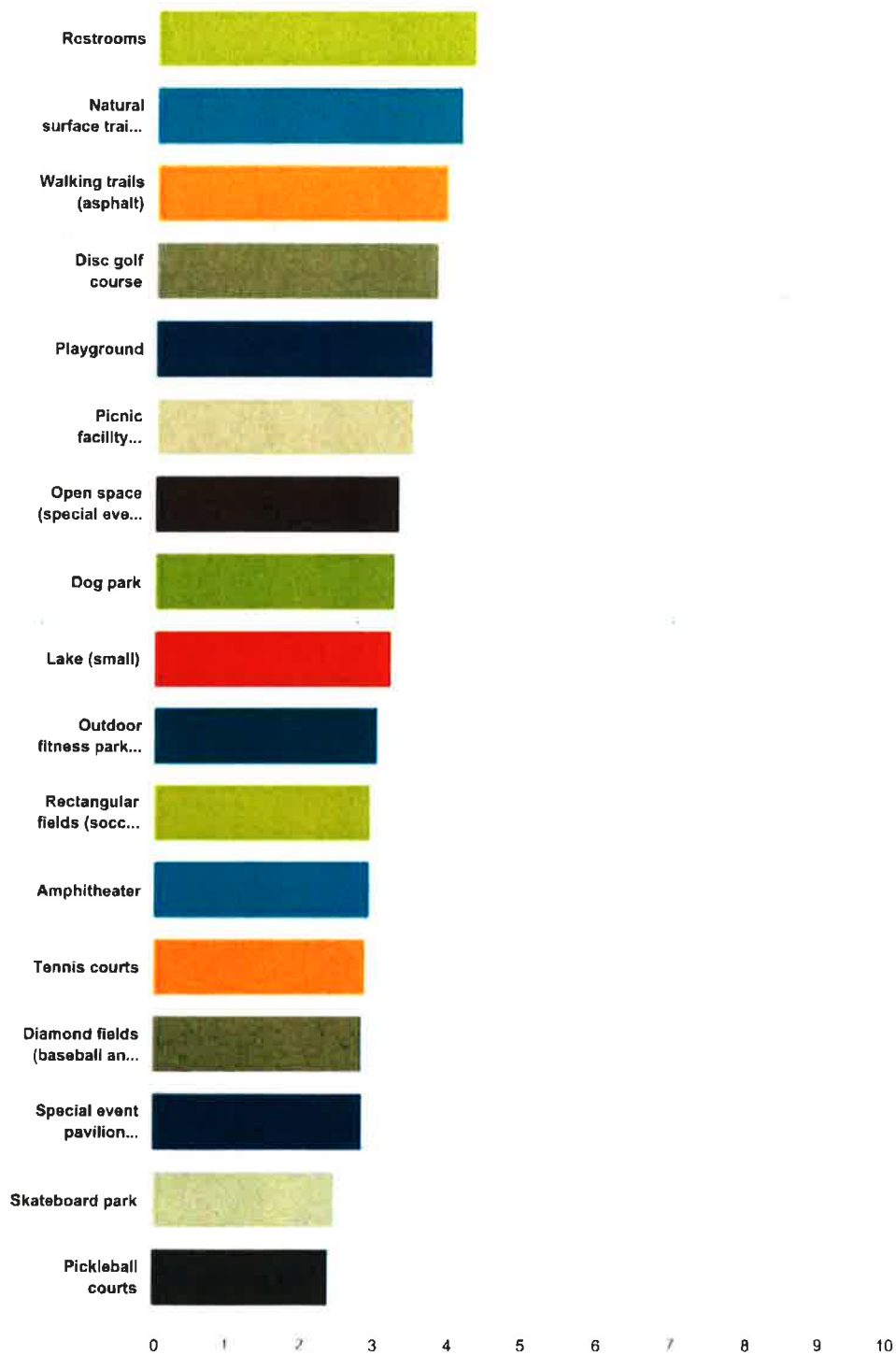


McFEE PARK

TOWN OF FARRAGUT

EXHIBIT K

- Mass Grading
- Road & Infrastructure
- East Pavilion & Restroom
- East Pavilion Parking
- Great Lawn
- Loop Trail (Lighted)
- Tennis Complex



	Extremely Unimportant	Somewhat Unimportant	Neutral	Somewhat Important	Extremely Important	Total	Weighted Average
Restrooms	2.11%	2.11%	13.68%	25.61%	56.49%	285	4.32
	6	6	39	73	161		

McFee Park Master Plan Update - Citizen Survey

SurveyMonkey

Natural surface trails (hiking)	4.51%	2.43%	9.38%	42.01%	41.67%		
	13	7	27	121	120	288	4.14
Walking trails (asphalt)	8.07%	4.91%	12.28%	33.33%	41.40%		
	23	14	35	95	118	285	3.95
Disc golf course	12.84%	6.08%	15.54%	16.22%	49.32%		
	38	18	46	43	146	296	3.33
Playground	7.69%	8.39%	23.78%	23.78%	36.36%		
	22	24	68	68	104	286	3.78
Picnic facility (small)	6.32%	12.28%	26.32%	37.54%	17.54%		
	18	35	75	107	50	285	2.46
Open space (special event area)	9.03%	8.33%	40.63%	28.13%	13.89%		
	26	24	117	81	40	288	3.30
Dog park	11.70%	13.83%	29.08%	29.08%	16.31%		
	33	39	82	82	46	282	3.24
Lake (small)	15.71%	12.14%	22.86%	35.36%	13.93%		
	44	34	64	99	39	280	3.20
Outdoor fitness park (exercise stations)	16.72%	14.63%	31.01%	25.78%	11.85%		
	48	42	89	74	34	287	3.01
Rectangular fields (soccer, lacrosse)	18.53%	16.43%	30.07%	23.08%	11.89%		
	53	47	86	66	34	286	2.93
Amphitheater	15.28%	16.67%	39.93%	18.40%	9.72%		
	44	48	115	53	28	288	2.91
Tennis courts	19.65%	20.00%	29.82%	16.84%	13.68%		
	56	57	85	48	39	285	2.85
Diamond fields (baseball and softball)	16.84%	18.60%	38.60%	17.89%	8.07%		
	48	53	110	51	23	285	2.82
Special event pavilion (weddings, receptions, large groups, etc.)	18.37%	16.96%	36.04%	21.91%	6.71%		
	52	48	102	62	19	283	2.82
Skateboard park	28.98%	19.79%	32.16%	13.43%	5.65%		
	82	56	91	38	16	283	2.47
Pickleball courts	33.10%	19.16%	33.10%	6.27%	8.36%		
	95	55	95	18	24	287	2.38

#	Other (please specify)	Date
1	Lighted tennis courts that could be marked for tennis and pickleball.	11/8/2016 8:38 AM
2	Pickleball is a sport that is gaining extreme popularity especially among the 40 to 80 year crowd. It is one of the few modalities that serves the older generations to stay athletic I feel.	11/8/2016 8:28 AM
3	Put in a disc golf course, it is a wise investment.... It will be played	11/8/2016 6:57 AM
4	The Pickleball courts need to be lighted!	11/7/2016 10:48 PM
5	Plenty of water fountains should be available no matter what is built.	11/7/2016 10:11 PM
6	Pickleball and dis golf please!	11/7/2016 10:06 PM
7	Lots of water fountains for drinking would be a boon.	11/7/2016 9:12 PM
8	Firing range	11/5/2016 5:00 PM
9	I play at admiral and it's too crowded we need another course	11/5/2016 3:02 PM
10	When we visit family in Knoxville (which is fairly regularly), my husband and I enjoy playing disc golf. We would love to have new options to enjoy since we are in the area a good deal. Disc courses can be enjoyed by all ages, even if you don't actually play.	11/5/2016 2:16 PM

McFee Park Master Plan Update - Citizen Survey

SurveyMonkey

11	1. Add shaded area at Splash Pads. 2. Add more parking spacing at upper level of the Park. 3. Increase seating especially for adults; add a couple of benches.	11/4/2016 3:50 PM
12	As an adult, my favorite parts of McFee Park are the walking trails and pavillions. My granddaughter adored the splash pad while she was visiting from FL. The playground was fun for her, also. The additional amphitheater would really be nice at McFee Park.	11/4/2016 2:39 AM
13	As a Pryse Farms resident, I feel that when you are planning, you should consider having a buffer of trees and shrubs planted along McFee Rd. on the park's property. This will help stop a lot of loud noises and activities coming from the park that us home owners can hear	11/3/2016 1:42 PM
14	Basketball goal very important!	11/2/2016 10:17 PM
15	Would be nice if all lighting is directed in the park and not towards the homes in Cottages of Pryse Farms and others close by.	11/2/2016 9:21 PM
16	Please add the disc golf course. Farragut needs a clean course (drug free) for the disc golfers. We are a great community and it lacks in our representation for the disc golf scene. My family has been apart of this community for over 50 years and it is safe to say that Farragut strives to be the best city for everything that we do (which should include disc golf).	11/2/2016 7:32 PM
17	Love the idea of an Amphitheater, something large enough for small events or plays	11/2/2016 3:20 PM
18	More shade. The play ground equipment gets extremely hot in the summer to where the children can not slide. Also, around the splash pads for parents watching their children.	11/2/2016 2:45 PM
19	I think Farragut needs a community pool and McFee park would be a great location.	11/2/2016 2:28 PM
20	Would like toddler/infant swings if possible	11/2/2016 9:53 AM
21	More shade around splash pad	11/2/2016 8:29 AM
22	PLEASE provide seating and shade right along the splash pad and playground. But especially the splash pad. We avoid going there because it's too hot and there is NOWHERE for parents to sit while also keeping an eye on their children. It needs to be right around the splash pad or on it so we can still see our children. And preferably some low sitting seating. The sight line at mcfee is awful for watching multiple children as well. A fenced in playground area would be a wonderful addition. But parents need somewhere to sit that is CLOSE to where the kids are playing. We can't sit at a Pavillion and still see our kids.	11/2/2016 8:06 AM
23	More shade around the splash pad, please!	11/2/2016 7:56 AM
24	More shaded seating options at the splash pad and playground, please!!	11/2/2016 7:46 AM
25	A community pool would be wonderful!	11/1/2016 9:58 PM
26	there are tons of trails and walking paths, but still not enough disc golf in my opinion! I see lots of people playing at other parks.	11/1/2016 12:53 PM
27	Having a basketball court or 1/2 court would be a nice addition.	10/28/2016 2:18 PM
28	Pool, kid pool, obstacle course, open and level paved area for bicycle training	10/28/2016 4:36 AM
29	Large sand box that maybe has a couple stationary construction toys they could sit in and use, covered playground or splash pad. The sun is brutal in the summer months. More playground items for babies and toddlers that aren't walking yet that you strap them into and play other than swings, maybe something like a small merry go round that they could strap into or onto.	10/27/2016 11:49 AM
30	An interactive natural play area for a broad age range of children would be wonderful.	10/26/2016 6:22 PM
31	Shade areas, splash pad	10/26/2016 6:12 PM
32	Please, please, please add more swings. There are only two non-infant swings, one infant swing, and one toddler swing. That's an inadequate number of swings for the park. Furthermore, the purple swing's latch is broken and has been for some time.	10/26/2016 5:23 PM
33	Splash pad is very important!!!	10/26/2016 12:33 PM
34	Shade! Preferably trees, more swings, open hard flat surface for skating, bicycle trail (kid friendly)	10/26/2016 12:26 PM
35	Please add more shade at the splash park. There is not nearly enough on very busy days! I would love to sit in the shade and watch my daughter play!	10/26/2016 10:36 AM
36	SHADE NEAR SPLASH PAD PLEASE!	10/26/2016 10:29 AM

37

I would like to see an advanced wifi weather center located at Park. The weather station would have a webcam and could be synced into the lighting. McFee Park is the perfect location since most storms move west to east. Also, note that temperature change from the City of Knoxville and from the airport are often way off. In my vision we would have a weather center at McFee and one at town hall. That way this would give our NWS as well as our local weather meteorologists the ability to recognize just how serious a storm is and if it is picking up or losing energy. Another advantage of this would be that town officials can better prepare for snow conditions. Finally, this system would have multiple cameras with night vision. That way if a tornado comes rolling in we are ready.

10/25/2016 5:29 PM



**FARRAGUT BOARD OF MAYOR AND ALDERMEN
AGENDA
October 11, 2018**

**WORKSHOP
Committee Appointment
6:15 PM**

**Traffic Calming Policy
6:30 PM**

**BMA MEETING
7:00 PM**

- I. Silent Prayer, Pledge of Allegiance, Roll Call**
- II. Oath of Office**
 - A. Drew Burnette, Alderman Ward II
- III. Approval of Agenda**
- IV. Mayor's Report**
- V. Citizens Forum**
- VI. Approval of Minutes**
 - A. September 27, 2018
- VII. Business Items**
 - A. Approval of an Appointment to the Board of Zoning Appeals and the Tourism/Visitor Advisory Committee
 - B. Parks and Leisure Services Department Name Change to Parks and Recreation Department
 - C. Approval of Resolution R-2018-09, Hazard Mitigation Plan

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

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VIII. Ordinances

A. First Reading

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2. Ordinance 18-15, First reading of an ordinance to rezone a portion of Parcel 94, Tax Map 152N, Group A, 3.61 Acres, from A to R-1 (Dave Wilkinson, Applicant)

IX. Town Administrator's Report

X. Town Attorney's Report

Mayor Williams called the meeting to order at 7:00 PM. Members present were Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin.

Oath of Office

Jason Zachary, State Representative-14th District, swore in Drew Burnette, Alderman Ward II

Approval of Agenda

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

Citizens Forum

Jack Ferrell, 401 Burney Circle, addressed the board with the following concerns:

- Making a left turn onto Grigsby Chapel Road
- Proposing a traffic sign before the Boring Road intersection
- Request a wild turkey crossing on Boring Road

Approval of Minutes

Motion was made to approve the minutes of September 27, 2018 as presented. Moved by Alderman Povlin, seconded by Alderman Pinchok; voting yes; Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays; motion passed.

Business Items

Approval of an Appointment to the Board of Zoning Appeals and the Tourism/Visitor Advisory Committee

Motion was made to appoint Jim Holladay to the Board of Zoning Appeals for a 2-year term ending June 2020 and the following slate of members for the Tourism/Visitor Advisory Committee.

At Large

Allison Mengel
Michael Bellamy
Christine Gilbert
Wendy Robinson

Attraction

Ashley Lynch

Restaurant

Angela Wolf Sanders

Lodging

Akshay Hira

Retail

Julie Blaylock

Moved by Alderman Povlin, seconded by Mayor Williams; voting yes; Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays; motion passed.

Parks and Leisure Services Department Name Change to Parks and Recreation Department

Motion was made to approve the name change for the Parks and Leisure Services Department to the Parks and Recreation Department. Moved by Alderman Pinchok, seconded by Alderman Meyer; voting yes; Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays; motion passed.

Approval of Resolution R-2018-09, Hazard Mitigation Plan

Motion was made to approve Resolution R-2018-09 and the adoption of the Knox County, City of Knoxville and Town of Farragut Multi-jurisdictional Local Hazard Mitigation Plan. Moved by Alderman Povlin, seconded by Alderman Pinchok; voting yes; Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays; motion passed.

Ordinances

First Reading

Ordinance 18-14, First reading of an ordinance to rezone Parcel 95 and a portion of Parcel 94, Tax Map 152N, Group A (end of Thornbush Lane in the Sheffield Subdivision), 6.72 Acres, from R-1 and A to R-1/OSR (Dave Wilkinson, Applicant)

Motion was made to approve Ordinance 18-14 on first reading. Moved by Alderman Pinchok, seconded by Alderman Povlin; voting yes; Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays; motion passed.

Ordinance 18-15, First reading of an ordinance to rezone a portion of Parcel 94, Tax Map 152N, Group A, 3.61 Acres, from A to R-1 (Dave Wilkinson, Applicant)

Motion was made to approve Ordinance 18-15 on first reading. Moved by Alderman Povlin, seconded by Alderman Pinchok; voting yes; Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays; motion passed.

Meeting adjourned at 7:33PM.

Ron Williams, Mayor

Allison Myers, Town Recorder

AGENDA NUMBER

VI.A.

MEETING DATE

October 25, 2018

REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY:** Darryl W. Smith, PE**SUBJECT:** Approval of Proposal from Cannon & Cannon, Inc. for Engineering Services for Pedestrian Crossing Improvements at Grigsby Chapel Road and Watt Road

INTRODUCTION: The purpose of this item is the approval of a proposal for design of mid-block pedestrian crossings and sidewalk connections at two locations: Grigsby Chapel Road at the Grigsby Chapel Greenway, and Watt Road near Mayor Bob Leonard Park.

BACKGROUND: During Board discussions of the Capital Investment Program earlier this year, the Board identified the need for safety improvements at the mid-block pedestrian crossing on Grigsby Chapel Road, as well as construction of a sidewalk connection from Orchid Grove Subdivision to a new mid-block crossing of Watt Road to Mayor Bob Leonard Park. The two projects were added to our CIP at that time, and staff recommends combining the two into one project to (hopefully) save time and construction costs.

At the Grigsby Chapel Road/Greenway crossing (see attached aerial photo), our intent is to add flashing beacons to the existing island that will alert oncoming motorists any time a pedestrian is within the crosswalk. Please see the attached photo of a similar crossing Knox County recently installed near the elementary school on Cedar Bluff Road.

Residents of Orchid Grove Subdivision on Watt Road have for some time requested a sidewalk connection to provide easier access for pedestrians from Orchid Grove and Sedgefield Subdivisions to Mayor Bob Leonard Park. Some portions of this connection have been constructed over the years, so this project will provide sidewalk connections from Lady Slipper Lane to Jones Automotive, from Sedgefield Road to a mid-block crossing of Watt Road and from the mid-block crossing to the northern entrance of Mayor Bob Leonard Park (see second attached aerial photo). The mid-block crossing will feature an island within the center turn lane, as well as flashing beacons that will alert oncoming motorists any time a pedestrian is within the crosswalk.

The attached proposal from Cannon & Cannon, Inc. includes all items required for development of right of way and construction plans for the two pedestrian connections, with a lump sum fee of \$16,000.

FINANCIAL SECTION:**Project: Pedestrian Crossing Improvements at Grigsby Chapel Road and Watt Road**

<u>Project Budget</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$195,000	\$16,000	\$0	\$179,000

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

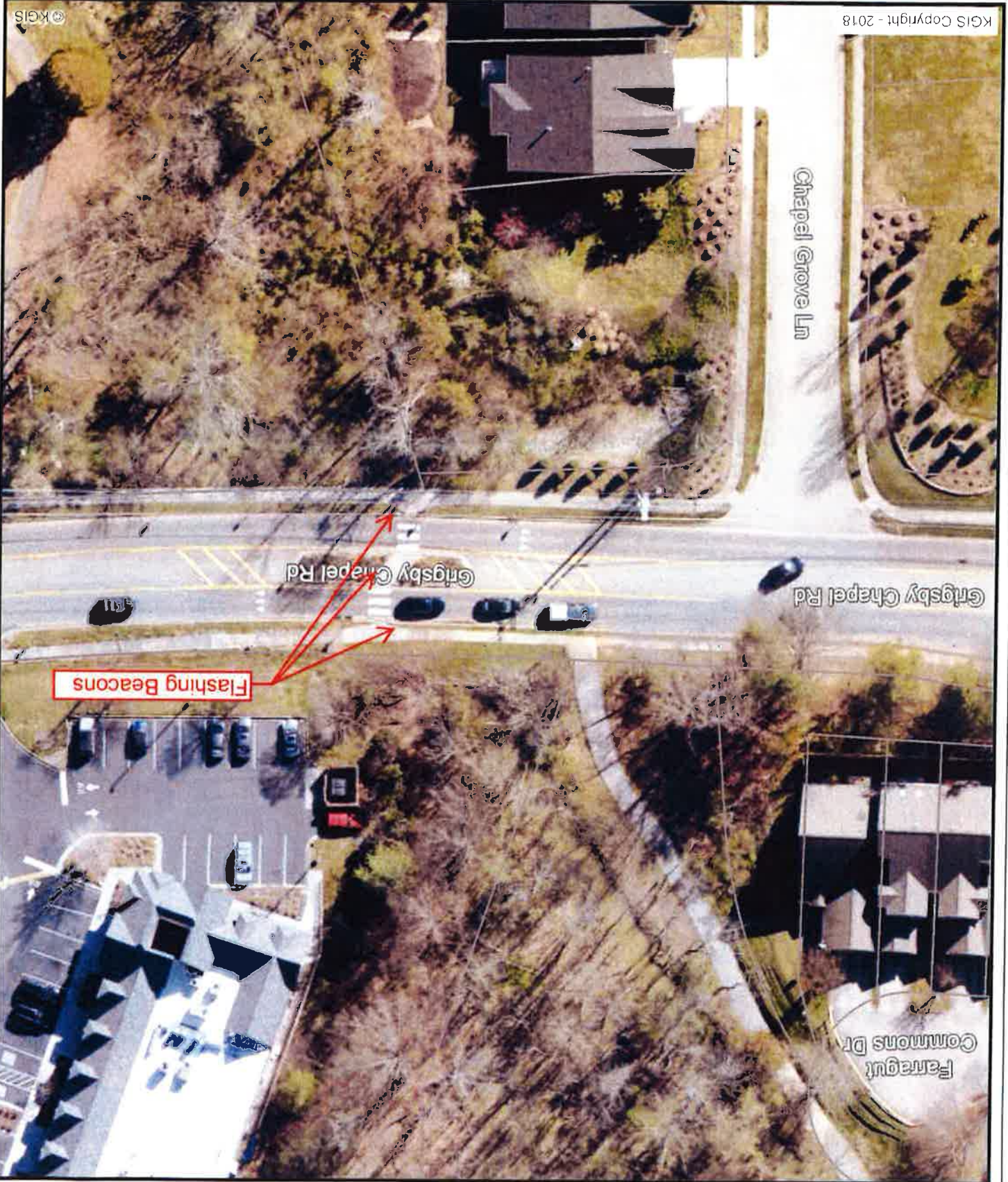
PROPOSED MOTION: Approval of proposal from Cannon & Cannon, Inc., for engineering services required for pedestrian crossing improvements at Grigsby Chapel Road and Watt Road.

BOARD ACTION:

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

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

KGIS Copyright - 2018



Grigsby Chapel at Greenway Crossing

Knoxville - Knox County - KUB Geographic Information System

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Watt Road at MBLP

Printed: 4/10/2018 at 3:27:22 PM

Knoxville - Knox County - KUB Geographic Information System



KGIS makes no representation or warranty as to the accuracy of his map and its information nor to its fitness for use. Any user of this map product accepts the same AS IS, WITH ALL FAULTS, and assumes all responsibility for the use thereof, and further covenants and agrees to hold KGIS harmless from any and all damage, loss, or liability arising from any use of this map product.



TOWN OF FARRAGUT

PROFESSIONAL SERVICES AGREEMENT

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

Project: Pedestrian Crossing Flasher Islands - 2018

Location: Watt Road near Sedgefield Road and Grigsby Chapel Road near Chapel Grove Lane

Description of Project: Design Pedestrian Flasher Islands and Associated Sidewalk

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

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

2. **Compensation.** Client shall compensate Contractor for the Basic Services as follows: A lump sum fee of \$16,000, including reimbursable expenses. In addition, Client shall pay Contractor for additional services that may be requested by the Client beyond the Basic Services in accordance with the hourly rate schedule attached as **Attachment B** to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. **Indemnification.**

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

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

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

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

16. **Miscellaneous.**

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

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

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

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

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

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

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

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

CLIENT:

Town of Farragut

By: _____

Printed
Name: _____

Title: _____

Date: _____

CONTRACTOR:

By: Alan L. Childers

Printed
Name: Alan L. Childers, P.E.

Title: Director Emeritus of Transportation

Date: September 12, 2018

SCOPE OF SERVICES

DATE: October 12, 2018

DESCRIPTION: Pedestrian Flasher Crossing Islands - 2018

LOCATION: Watt Road near Sedgefield Road and Grigsby Chapel Road near Chapel Grove Lane

CONSULTANT: Cannon & Cannon Inc., Knoxville, Tennessee

CONTACT: Alan L. Childers, P.E.

Cannon & Cannon, Inc. appreciates the opportunity to prepare a proposal for engineering design services for the above described project. This effort will involve the construction of pedestrian crossing flashers at both locations noted above and sidewalk with a new pedestrian crossing island at the Watt Road location. The proposed scope of services for this effort is listed below.

1. Obtain from the Town of Farragut any available pertinent site information or related data.
2. Conduct a field review of the two project sites to obtain field observations.
3. Conduct necessary field topographic and property surveys, especially along Watt Road where new sidewalk is to be constructed.
4. Prepare design plans for sidewalk, islands and curb ramps as needed at both locations. TDOT standard drawings will be used to the extent possible.
5. Prepare design plans for the pedestrian flashers at both locations, including any special details or specification information that is needed. TDOT standard drawings will be used to the extent possible.
6. Coordinate with the Town of Farragut for plans review and provide required plans modifications.
7. Assist the Town of Farragut in the bid process, including attending a pre-bid meeting (if held), preparation of bid tabulation and recommendation of bid award.
8. Assist the Town of Farragut during the construction process, including attending a pre-construction meeting (if held), reviewing product sheets and shop drawings, and conducting a field inspection of the project sites once construction is complete and the flashers are operational.

This proposal includes the tasks and services specifically listed above. Additional services may be included at the request of the Town and such services will be billed using the current CCI standard hourly rates, which are provided as Attachment B.

SCHEDULE OF CHARGES – HOURLY RATE BASIS

PROJECT MANAGEMENT & DESIGN

Senior Project Manager.....	\$190.00 per hour
Project Manager.....	\$160.00 per hour
Senior Project Engineer.....	\$140.00 per hour
Project Engineer.....	\$130.00 per hour
Senior Engineering Designer.....	\$115.00 per hour
Engineering Designer.....	\$95.00 per hour
Project Technician II.....	\$85.00 per hour
Project Technician I	\$65.00 per hour

FIELD SURVEYING

Senior Project Manager.....	\$190.00 per hour
Project RLS.....	\$130.00 per hour
Senior Survey Technician.....	\$110.00 per hour
Field Crew.....	\$160.00 per hour
Survey Technician.....	\$85.00 per hour

CONSTRUCTION PHASE SERVICES & ASSESSMENTS

Senior Project Manager.....	\$190.00 per hour
Project Manager	\$160.00 per hour
Senior Project Engineer.....	\$140.00 per hour
Project Engineer.....	\$130.00 per hour
Senior Resident Project Representative	\$120.00 per hour
Resident Project Representative.....	\$75.00 to \$95.00 per hour
Project Technician II.....	\$85.00 per hour
Project Technician I	\$65.00 per hour

Rates for Principles and other Professionals/Experts provided upon request as specific project necessitates.

Unless otherwise noted in the Agreement; outside services contracted for a specific project, including but not limited to professional and technical consultants, laboratory testing, reprographics, photography, etc. will be invoiced at the amount of the subcontractor's statement plus 10 percent.

Other expenses which are properly chargeable to the work will be invoiced as follows:

- Travel by company or private vehicle at reimbursable rate per Federal guidelines at time expense is incurred.
- Travel, living and per diem expenses for all personnel when required to be away from office in connection with the project will be evaluated on a project by project basis and provided for in the project contract.

Statements will be issued on a monthly basis and are due upon receipt.

AGENDA NUMBER VI.B.

MEETING DATE October 25, 2018

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of Dates for the November and December BMA meetings

BACKGROUND:

In the past the Board of Mayor and Aldermen have chosen to cancel the second meeting in November due to Thanksgiving and the second meeting in December due to Christmas.

DISCUSSION:

The date for the meetings in November are Thursday, November 8 and 22 and the December meetings are Thursday, December 13 and 27.

The second meeting in both November and December will need to be cancelled. As of October 18, three of the five board members will be absent for the December 27 meeting. If a need arises, a special meeting may be called.

PROPOSED MOTION:

To cancel the meeting of November 22, 2018 and December 27, 2018.

BOARD ACTION:

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

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

REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY:** Mark Shipley, Community Development Director**SUBJECT:** Ordinance 18-14, Second reading of an ordinance to rezone Parcel 95 and a portion of Parcel 94, Tax Map 152N, Group A (end of Thornbush Lane in the Sheffield Subdivision), 6.72 Acres, from R-1 and A to R-1/OSR (Dave Wilkinson, Applicant)

INTRODUCTION AND BACKGROUND: This item involves rezoning one parcel (number 95) and a portion of a second parcel (number 94) from Rural Single Family Residential (R-1) and Agricultural (A) to Rural Single Family/Open Space Residential Overlay (R-1/OSR). The parcels in question were part of a resubdivision plat that was approved by the Planning Commission on September 20, 2018. The property is located to the west of the existing developed portions of the Sheffield Subdivision and was originally part of the Galbraith family's property on which Sheffield is located. Provisions were, however, made for the property to be added to the Sheffield development. Much of the property in question is open field, with some wooded sections located along the existing western property lines and the proposed southern property line. Topographically, the property slopes downward from the existing portions of Sheffield towards Little Turkey Creek to the west and a small drainage area (draw) to the south. This small drainage is proposed as the property's southern boundary. The steepest grades on the property are located along the western and proposed southern property lines.

DISCUSSION: The requested R-1/OSR zoning for the property would be consistent with the Future Land Use Plan (FLUP) and the adjoining existing land use and zoning in the Sheffield development. The FLUP designates the property as Open Space Cluster Residential and Sheffield is currently zoned R-1/OSR. The proposed zoning will allow the owner/developer to better design around the sites topographic constraints and preserve the existing wooded areas to the west and south.

RECOMMENDATION: At their meeting on September 20, 2018, the Planning Commission unanimously recommended approval of Ordinance 18-14. At the Board of Mayor and Aldermen meeting on October 11, 2018, Ordinance 18-14 was approved on first reading. Community Development Director, Mark Shipley, recommends approval of Ordinance 18-14 on second reading.

PROPOSED MOTION: To approve Ordinance 18-14 on second reading.

BOARD ACTION:

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

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

ORDINANCE:	18-14
PREPARED BY:	Hose
REQUESTED BY:	Town of Farragut
CERTIFIED BY FMPC:	September 20, 2018
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 Parcel 95 (approximately 5.39 ac) and a portion of Parcel 94 (approximately 1.8 ac), Tax Map 152NA, said property totaling 6.72 acres and being located off Thornbush Lane in the vicinity of the intersection of Virtue Road and Turkey Creek Road, from R-1 (Rural Single Family Residential District) and A (Agricultural) to R-1/OSR (Rural Single Family Residential District / Open Space Residential Overlay District) (See Exhibit A).

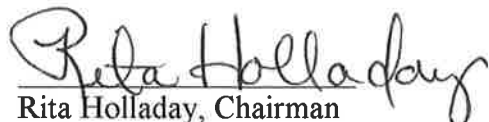
SECTION 2.

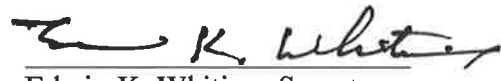
This ordinance shall take effect from and after its final passage and publication, the public welfare requiring it.

Ron Williams, Mayor

Allison Myers, Town Recorder

Certified to the Farragut Board of Mayor and Aldermen this ____ day of _____, 2018, with approval recommended.


Rita Holladay, Chairman


Edwin K. Whiting, Secretary

FARRAGUT MUNICIPAL PLANNING COMMISSION



**Exhibit A
Ordinance 18-14**

**Rezone
Parcel 95 and a portion of Parcel 94**

From
R-1 & A (Rural Single-Family Residential
& Agricultural)

to

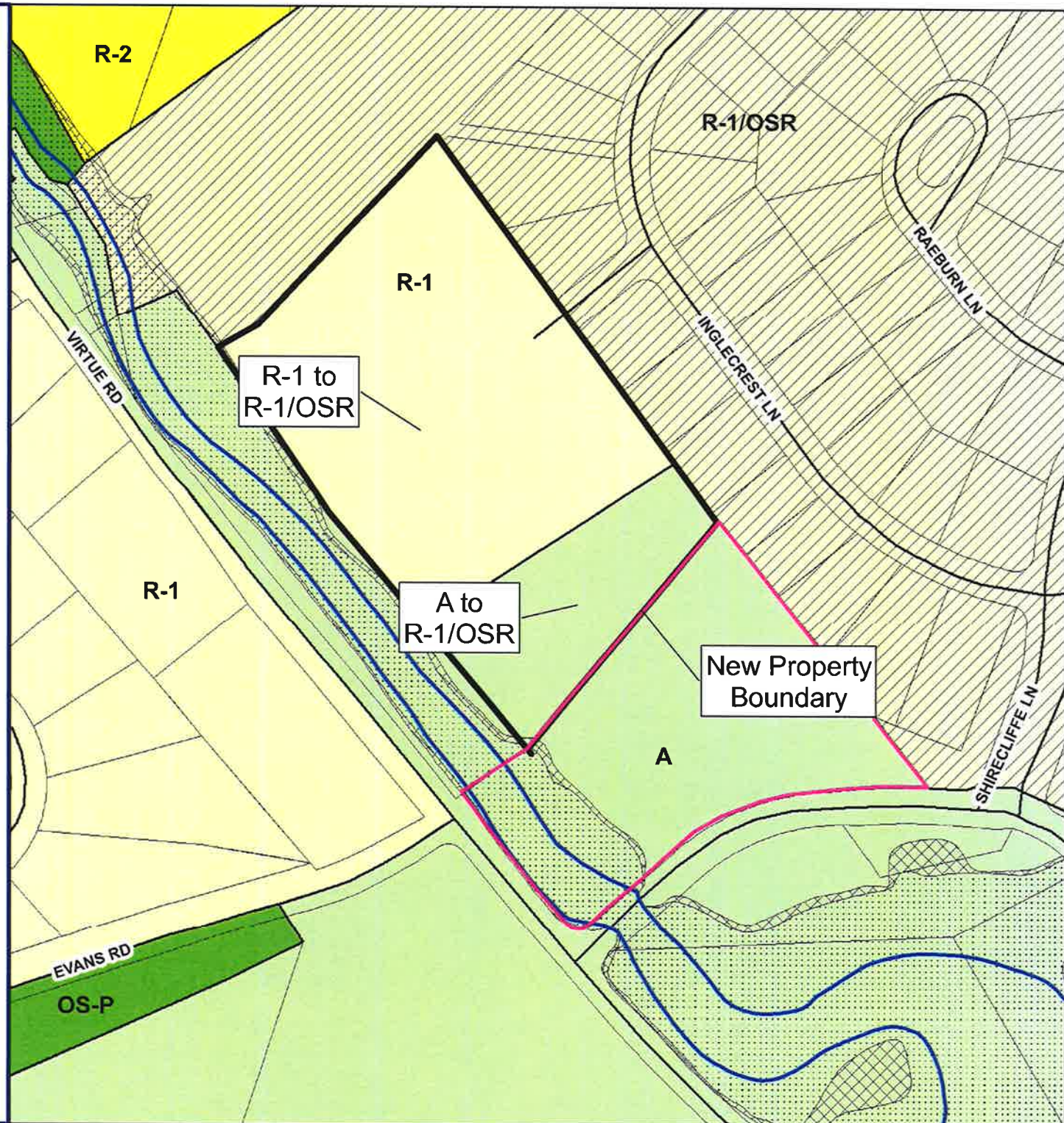
R-1/OSR (Rural Single-Family Residential/
Open Space Residential)

Legend

-  FEMA Floodway
-  FPD-100 Year
-  FPD-500 Year
-  Streets
-  Parcels
-  A, Agricultural
-  OS-P, Open Space/Park
-  R-1, Rural Single-Family Residential
-  R-2, General Single-Family Residential
-  OSR, Open Space Residential Overlay



1 in = 200 ft



RESOLUTION PC-18-15

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 PARCEL 95 (APPROXIMATELY 5.39 AC) AND A PORTION OF PARCEL 94 (APPROXIMATELY 1.8 AC), TAX MAP 152NA, SAID PROPERTY TOTALING 6.72 ACRES AND BEING LOCATED OFF THORNBUSH LANE IN THE VICINITY OF THE INTERSECTION OF VIRTUE ROAD AND TURKEY CREEK ROAD, FROM R-1 (RURAL SINGLE FAMILY RESIDENTIAL DISTRICT) AND A (AGRICULTURAL) TO R-1/OSR (RURAL SINGLE FAMILY RESIDENTIAL DISTRICT / OPEN SPACE RESIDENTIAL OVERLAY DISTRICT)

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

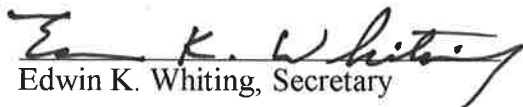
WHEREAS, the Farragut Municipal Planning Commission has adopted various elements of a zoning plan as an element of the general plan for physical development; and

WHEREAS, a public hearing was held on this request on September 20, 2018;

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 18-14.

ADOPTED this 20th day of September, 2018.


Rita Holladay, Chairman


Edwin K. Whiting, Secretary

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Ordinance 18-15, Second reading of an ordinance to rezone a portion of Parcel 94, Tax Map 152N, Group A, 3.61 Acres, from A to R-1 (Dave Wilkinson, Applicant)

INTRODUCTION AND BACKGROUND: This item involves rezoning a 3.61-acre portion of Parcel 94, Tax Map 152N, Group A from Agricultural (A) to Rural Single Family Residential (R-1). The property in question was part of a resubdivision plat that was approved by the Planning Commission on September 20, 2018. The resultant lot will only be 3.61 acres and will fall below the minimum Agricultural District lot size of 5 acres. This would create a non-conforming situation unless the property is rezoned.

DISCUSSION: The property in question currently contains an existing single-family home and is in an area characterized by single-family residential development. The surrounding zoning is a mix of Rural Single Family, Rural Single Family/Open Space Residential and Agricultural Districts. The proposed R-1 (Rural Single Family Residential) Zoning District would seem reasonable given the properties existing use and location. The Future Land Use Plan (FLUP) designates the property, along with the adjoining parcel (Parcel 95) for Open Space Cluster Residential development. At 3.61 acres, the resubdivided lot will not meet the minimum lot size requirement for the Town's OSR district. The requested rezoning to R-1 would provide for a zoning district that would be compliant with the remaining lot size and compatible with the existing use of the property and the general plan of development of the surrounding area.

RECOMMENDATION: At their meeting on September 20, 2018, the Planning Commission unanimously recommended approval of Ordinance 18-15. At the Board of Mayor and Aldermen meeting on October 11, 2018, Ordinance 18-14 was approved on first reading. Community Development Director, Mark Shipley, recommends approval of Ordinance 18-15 on second reading.

PROPOSED MOTION: To approve Ordinance 18-15 on second reading.

BOARD ACTION:

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

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

ORDINANCE:	18-15
PREPARED BY:	Hose
REQUESTED BY:	Town of Farragut
CERTIFIED BY FMPC:	September 20, 2018
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 94, Tax Map 152NA, said property totaling 3.61 acres and being located at the intersection of Turkey Creek Road and Virtue Road, from A (Agricultural) to R-1 (Rural Single Family Residential District) (See Exhibit A).

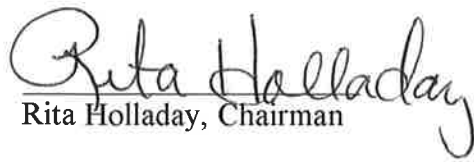
SECTION 2.

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

Ron Williams, Mayor

Allison Myers, Town Recorder

Certified to the Farragut Board of Mayor and Aldermen this ____ day of _____, 2018, with approval recommended.


Rita Holladay, Chairman


Edwin K. Whiting, Secretary

FARRAGUT MUNICIPAL PLANNING COMMISSION



**Exhibit A
Ordinance 18-15**

**Rezone
A portion of Parcel 94**

From
A (Agricultural)

to

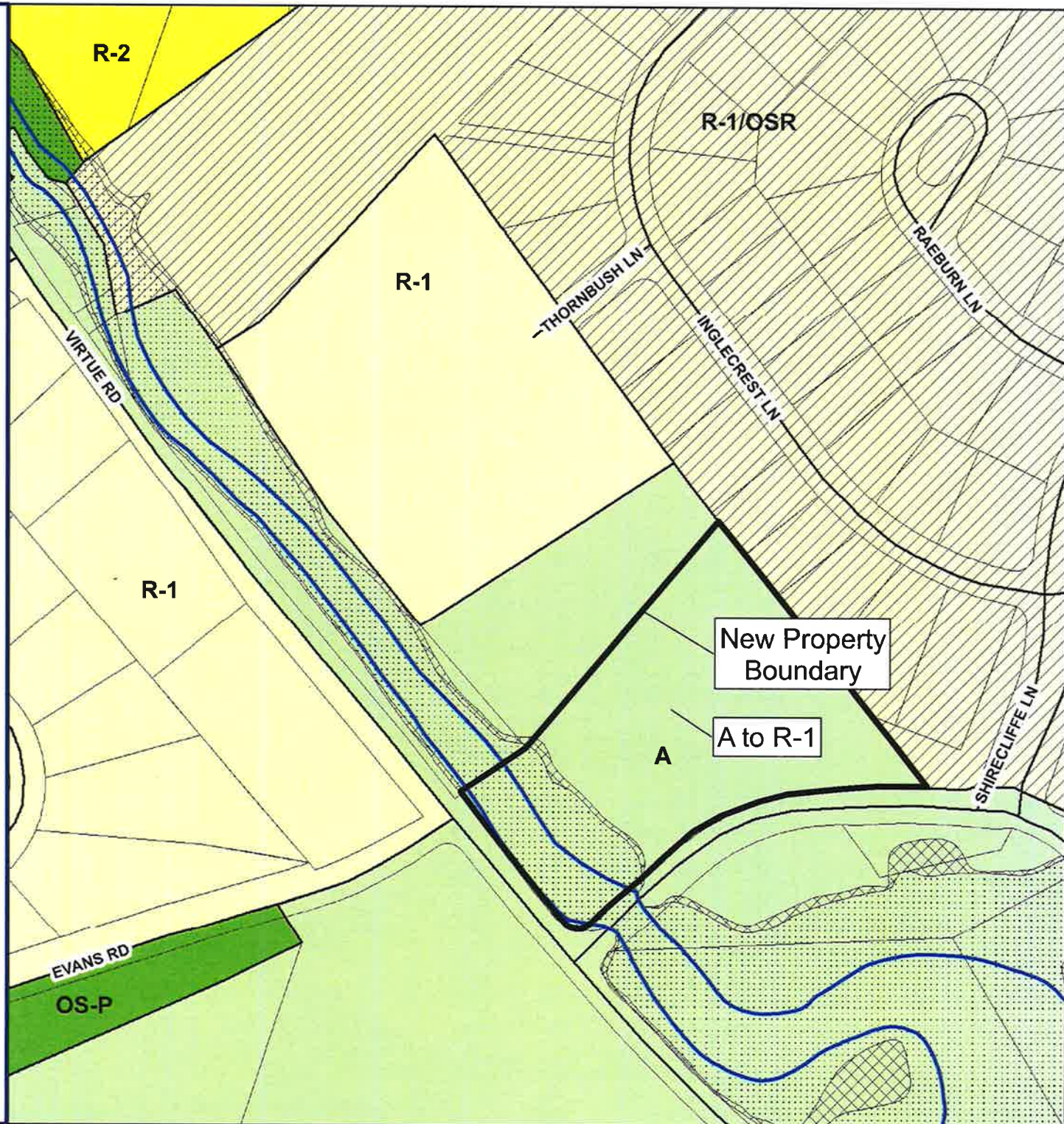
R-1 (Rural Single-Family Residential)

Legend

-  FEMA Floodway
-  FPD-100 Year
-  FPD-500 Year
-  Streets
-  Parcels
-  A, Agricultural
-  OS-P, Open Space/Park
-  R-1, Rural Single-Family Residential
-  R-2, General Single-Family Residential
-  OSR, Open Space Residential Overlay



1 in = 200 ft



RESOLUTION PC-18-16

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 94, TAX MAP 152NA, SAID PROPERTY TOTALING 3.61 ACRES AND BEING LOCATED AT THE INTERSECTION OF TURKEY CREEK ROAD AND VIRTUE ROAD, FROM A (AGRICULTURAL) TO R-1 (RURAL SINGLE FAMILY RESIDENTIAL DISTRICT)

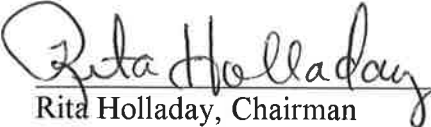
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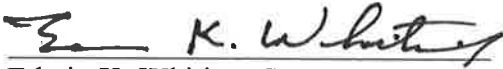
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ADOPTED this 20th day of September, 2018.


Rita Holladay, Chairman


Edwin K. Whiting, Secretary