FARRAGUT BOARD OF MAYOR AND ALDERMEN
AGENDA
June 13, 2019

WORKSHOP
Committee Appointments
6:00 PM

BMA MEETING
7:00 PM

I. Silent Prayer, Pledge of Allegiance, Roll Call

II. Approval of Agenda

III. Mayor's Report

IV. Approval of Minutes

A. May 23, 2019

V. Business Items

A. Approval of Agreement with Homestead Land Holdings for construction of Virtue Road roundabout
B. Approval of Bids for Contract 2019-07, Campbell Station Road & Snyder Road Intersection Improvements
C. Approval of Bids for Contract No. 2020-06, HVAC Maintenance
D. Approval of Bid for Contract No. 2020-07, Street Sweeping
E. Approval of FY2020 Committee Appointments
F. Approval of Resolution R-2019-03, Fee Resolution

VI. Ordinances

A. Public Hearing and Second Reading
1. **Ordinance 19-22**, Ordinance to Establish the Fiscal Year 2020 Budget for the General Fund, State Street Aid Fund, Capital Investment Fund, ADA Fund, Equipment Replacement Fund and Insurance Fund

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 ar jcurry@townoffarragut.org or 865-966-7057 in advance of the meeting.

budgets of the Town of Farragut, Tennessee for the fiscal year beginning July 1, 2019 and ending June 30, 2020

B. **First Reading**

1. **Ordinance 19-19**, an ordinance on first reading to amend Chapter 2. Definitions, to remove reference to clustered housing units in the definition of house trailer and amending Chapter 3. Specific District Regulations, Sections XI., XII., XV., and XXVIII., to remove references, as applicable, to group housing facilities, elderly housing, group housing, and elderly and group housing
2. **Ordinance 19-20**, an ordinance on first reading to amend Chapter 2., Definitions, to provide for a definition for short term rental unit, bed & breakfast, permitted use, prohibited use, and to modify the definition of family; and Chapter 4., Sections IV., X., and XIV. to clarify permitted and prohibited use, prohibit short term rentals, provide regulations to address grandfathered short-term rentals, and further address the use and development of lots and parcels
3. **Ordinance 19-21**, an ordinance on first reading to amend Chapter 3., Specific District Regulations, Section VII., Open Space Residential Overlay District (OSR), Subsection E., Part 5., Maximum Lot Coverage, to revise and clarify the calculation of total building area and total lot coverage.

VII. Citizens Forum

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 <u>not</u> 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.

FARRAGUT BOARD OF MAYOR AND ALDERMEN
MINUTES
May 23, 2019

BEER BOARD
6:55 PM

BMA MEETING
7:00 PM

I. **Silent Prayer, Pledge of Allegiance, Roll Call**

II. **Approval of Agenda**

III. **Mayor's Report**
   A. Rural Metro Presentation

IV. **Approval of Minutes**
   A. April 25, 2019

V. **Business Items**
   A. Approval of Bids for Contract 2020-01, Annual On-Call Road Maintenance
   B. Approval of Bids for Contract 2020-02, Annual On-Call Pavement Marking
   C. Approval of Bids for Contract 2020-03, Annual On-Call Guardrail Maintenance
   D. Approval of Bids for Contract 2020-04, Annual On-Call Signal Maintenance

VI. **Ordinances**
   A. First Reading
      1. Ordinance 19-22, Ordinance to Establish the Fiscal Year 2020 Budget for the General Fund, State Street Aid Fund, Capital Investment Fund, ADA Fund, Equipment Replacement Fund and Insurance Fund budgets of the Town of Farragut, Tennessee for the fiscal year beginning July 1, 2019 and ending June 30, 2020

VII. **Citizens Forum**

VIII. **Town Administrator's Report**

IX. **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.

Approval of Agenda

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

Mayor's Report

Rural Metro Presentation-Dan Johnson, Farragut Fire Marshal spoke to the board about residential sprinkler systems.
Julie Blaylock, Farragut/West Knox Chamber, presented an overview of the chambers goal and events from the previous year.
Vice-Mayor Povlin announced that trainees with the Children's Defense Fund would be in town for the next week.

Approval of Minutes

Motion was made to approve the minutes of April 25, 2019 as presented. Moved by Alderman Meyer, seconded by Alderman Povlin; voting yes, Mayor Williams, Aldermen Burnette, Meyer and Povlin; Alderman Pinchok abstained; no nays; motion passed.

Business Items

Approval of Bids for Contract 2020-01, Annual On-Call Road Maintenance

Motion was made to award Contract 2020-01 to Pavement Restorations, Inc. (PRI). Moved by Alderman Povlin, seconded by Alderman Pinchok; voting yes, Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays; motion passed.

Approval of Bids for Contract 2020-02, Annual On-Call Pavement Marking

Motion was made to award Contract 2020-02 to Volunteer Highway Supply. Moved by Alderman Povlin, seconded by Alderman Pinchok; voting yes, Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays; motion passed.

Approval of Bids for Contract 2020-03, Annual On-Call Guardrail Maintenance

Motion was made to award Contract 2020-03 to Roadway Solutions, LLC. Moved by Alderman Povlin, seconded by Alderman Pinchok; voting yes, Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays; motion passed.

Approval of Bids for Contract 2020-04, Annual On-Call Signal Maintenance

Motion was made to award Contract 2020-04 to Progression Electric. 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 19-22, Ordinance to Establish the Fiscal Year 2020 Budget for the General Fund, State Street Aid Fund, Capital Investment Fund, ADA Fund, Equipment Replacement Fund and Insurance Fund budgets of the Town of Farragut, Tennessee for the fiscal year beginning July 1, 2019 and ending June 30, 2020

Motion was made to approve Ordinance 19-22 on first reading. Moved by Alderman Pinchok, seconded by Alderman Povlin; roll call vote, Alderman Burnette, yes; Alderman Meyer, yes; Alderman Pinchok, yes; Alderman Povlin, yes; Mayor Williams, yes; no nays; motion passed.

Meeting adjourned at 8:25PM.

____
Ron Williams, Mayor

____
Allison Myers, Town Recorder

AGENDA NUMBER V. A. **MEETING DATE** **JUNE 13, 2019**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: David Smoak, Town Administrator DS

SUBJECT: Approval of First Amendment to Cost Share Agreement between the Town of Farragut and Homestead Land Holdings for Virtue Road Improvements

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INTRODUCTION: The purpose of this agenda item is to approve the first amendment to a cost share agreement between the Town of Farragut and Homestead Land Holdings for Virtue Road improvements.

BACKGROUND: The Town of Farragut executed a cost share agreement with Homestead Land Holdings on June 14, 2018 to construct Virtue Road Improvements from 700' south of Kingston Pike to the southern end of the Brookmere Subdivision, approximately 2,850 in total length. Plans for the project have been approved by Planning Commission and right of way plans have been finalized and appraisals are being conducted currently.

DISCUSSION: One of the design features of the Virtue Road project includes a roundabout at the entrance to the Brookmere Subdivision. The developer, Homestead Land Holdings, is currently grading the site and preparing its entrance to meet the area where the roundabout will be located. In order to provide better traffic control for new residents of the subdivision and motorists that utilize Virtue Road when construction of the improvements starts next year, the proposed amendment would allow the developer to construct the roundabout now and allow the Town of Farragut to tie into the new improvements when all right of way and easements for the entire project are acquired.

The first amendment to the agreement would have the Town contract with Homestead Land Holdings to construct, to the Town's plans and specifications, the roundabout on Virtue Road and all tie ins to the current road facility for a lump sum contract of $536,285. The contractor would have 60 days to complete the improvements and during that time the portion of Virtue Road between Sugarwood subdivision and Vista subdivision will be closed to thru traffic. The town engineer and Vaughn and Melton, the Town's design consultant for Virtue Road, both concur that the cost estimate for the scope of work to be performed is accurate for this project.

Attached to this report are the first amendment to the cost sharing agreement and the original board report and agreement from June 2018 for reference.

FINANCIAL SECTION:

Account Number: 310-43984 (based on proposed FY20 budget)

Total Budget	Requested Contract Amount	Contracted Amount to Date	Remaining Amount
$4,350,000	$536,285	$429,880	$3,383,835

Approved By: A. Myers

RECOMMENDATION BY: Town Administrator David Smoak, Town Attorney Tom Hale and Town Engineer Darryl Smith for approval.

PROPOSED MOTION: To approve the First Amendment to the Cost Share Agreement between the Town of Farragut and Homestead Land Holdings for Virtue Road Improvements.

BOARD ACTION:

MOTION BY:______________________________ **SECONDED BY:**______________________________

VOTE/TOTAL	MEYER	POVLIN	WILLIAMS	PINCHOK	BURNETTE
YES	____	____	____	____	____
NO	____	____	____	____	____
ABSTAIN	____	____	____	____	____

THIS INSTRUMENT WAS PREPARED
BY AND RETURN TO:
Thomas M. Hale
Kramer Rayson LLP
P. O. Box 629
Knoxville, TN 37901
(865) 525-5134

FIRST AMENDMENT TO COST SHARING AGREEMENT

THIS FIRST AMENDMENT TO COST SHARING AGREEMENT (the "First Amendment") made and entered into as of the ______ day of ____________, 2019, by and between the **Town of Farragut** ("Farragut"), a Tennessee municipal corporation, and **Homestead Land Holdings, LLC**, a limited liability company created under the laws of the State of Tennessee and with its principal place of business at 122 Perimeter Park Drive, Knoxville, Tennessee 37922 ("Developer").

W I T N E S S E T H:

WHEREAS, Farragut and Developer entered into a Cost Sharing Agreement (the "Agreement") with respect to the funding and construction of the Virtue Road Improvement and their respective contributions and roles therein, which agreement is dated June 8, 2018, and of record in the Knox County Register of Deeds Office as Instrument No. 201806250076837; and

WHEREAS, Farragut has determined to modify its plans for the Virtue Road Improvement to include a roundabout generally located within the right-of-way of Virtue Road at the entrance to the Subdivision being developed by the Developer; and

WHEREAS, by the terms of the Agreement, Farragut has a period of ten (10) years within which to commence the construction of the Virtue Road Improvement; and

WHEREAS, in order to accommodate the development and completion of the infrastructure of the Subdivision, the parties desire to provide for the current construction of the roundabout apart from the schedule Farragut contemplated for the construction of the remaining portions of the Virtue Road Improvement; and

WHEREAS, the parties desire to amend the terms of the Agreement in order to memorialize the terms of the agreements they have reached with respect to the current, expedited construction of the roundabout.

NOW, THEREFORE, in consideration of the foregoing premises, the covenants and agreements in the Agreement and the covenants and agreements contained hereinafter, the parties do hereby agree to modify the Agreement as follows:

1. The Agreement shall be amended by adding subsection i. and j. to Section 2. Responsibilities of Developer:

i. In order to accommodate the construction of the infrastructure of the Subdivision, the parties have agreed that Developer shall construct, according to the plans **[insert description of the plans]** (the "Plans"), the roundabout and the related improvements required to properly tie the roundabout into the entrance to the Subdivision and into Virtue Road to its north and south (collectively, the "Roundabout Improvements"). Construction of the Roundabout Improvements shall be performed by Developer on an expedited basis to commence upon approval of this First Amendment by the FBMA and Farragut's acquisition of all necessary rights-of-way, slope easements and construction easements, or rights of entry to the property of a Landowner, for the Roundabout Improvements, which Farragut shall obtain on an expedited basis, and will be completed as soon as possible, but not later than sixty (60) days after commencement of work, subject, however, to delays occasioned by causes beyond the Developer's control. During construction, Farragut shall arrange for the closure of that portion of Virtue Road needed for the construction of the Roundabout Improvements. Farragut shall pay the Developer $536,285.00 for constructing the Roundabout Improvements, subject to adjustment for any agreed-upon changes to the Plans requested by Farragut. Before the commencement of the Roundabout Improvements, which will take place primarily within Farragut's right-of-way on Virtue Road, Developer shall provide Farragut with an irrevocable, unconditional letter of credit in the amount of $300,000 to protect and secure Farragut that (i) the Roundabout Improvements are constructed in accordance with the Plans and the specifications governing the construction of roads in Farragut, (ii) that the Developer pays its contractor who performs the Roundabout Improvements, and (iii) that the actual cost to Farragut of completing the Roundabout Improvements does not exceed $536,285.00, any cost in excess thereof, other than agreed-upon changes to the Plans requested by Farragut, being the responsibility of the Developer. Farragut agrees that before it calls upon the issuer of the letter of credit, it will deliver written notice to Developer of the specific ways in which the foregoing requirements are not being met, and Developer shall have ten (10) days within which to cure the noncomplying condition. In accordance with the provisions of Sections 1.a. and 4 of this Agreement, Farragut shall be responsible for acquiring, at its expense, all rights-of-way, slope easements and construction easements from any landowners (herein "Landowners") that are needed for the Roundabout Improvements or the construction thereof, except with respect to Developer's property. Developer will contract with Tennessee Excavating Company, LLC (the "Contractor") to perform the Roundabout Improvements, and Farragut will pay the Developer $536,285.00, plus the approved cost for any agreed-upon changes to the Plans requested by Farragut, upon final inspection and approval of the Roundabout Improvements by the Town Engineer and upon receipt of a statement from Contractor that it has been paid in full by Developer for its work in the performance of the Roundabout Improvements. In order to further secure its obligations hereunder, Developer shall collaterally assign and/or grant Farragut a security interest in Developer's contract with the Contractor to enable Farragut the opportunity and option, if it becomes necessary because of Developer's nonperformance and if it so elects, to complete the Roundabout Improvements using the same Contractor and pursuant to the same terms as Developer has arranged with the Contractor. Before Farragut undertakes to complete the Roundabout Improvements using the services of the Contractor, Farragut shall deliver written notice to the Developer of the specific ways it has failed to comply with its obligations hereunder, and Developer shall have ten (10) days within which to cure the noncomplying condition. The parties recognize that due to the fact that Virtue Road will be closed during the construction of the Roundabout Improvements that time is of the essence in the performance of this work. Upon final inspection and approval of the Roundabout Improvements by the Town Engineer, Farragut shall cause the Roundabout Improvements to be accepted by Farragut as public improvements to be maintained, repaired and replaced by Farragut at its sole cost and expense, and the Developer shall have no further obligations with respect to the Roundabout Improvements. Farragut shall also cause the irrevocable, unconditional letter of credit provided for the Roundabout Improvements to be released.

j. Subject to the provisions of this Agreement, Farragut hereby grants and conveys to Developer, the Contractor and their authorized employees, contractors, subcontractors, suppliers and licensees, a temporary easement (the "Easement") for the purposes of entering upon that portion of Farragut's right-of-way on Virtue Road in the vicinity where it intersects with the entrance to the Subdivision and upon the property of any Landowner that Farragut has acquired a right-of-way, slope easement or construction easement (the "Easement Area") and constructing the Roundabout Improvements. The construction of the Roundabout Improvements may include such grading, clearing, cutting, excavating, filling, improving and other similar construction-related activities to the Easement Area that are reasonably necessary or required by law to complete the construction of the Roundabout Improvements. Developer, or its general contractor, shall be required to furnish and pay for any and all labor and supply all materials, supplies, tools, equipment and other items necessary and incidentally required to complete the Roundabout Improvements in accordance with the Plans, subject to reimbursement as provided herein. The Easement is granted in its "**AS IS, WHERE IS**" condition and with all faults, and Farragut makes absolutely no representations or warranties, either express or implied, regarding the condition of the Easement Area and the property acquired from any Landowner. By executing this Agreement, Developer represents, warrants and confirms to Farragut that it has carefully inspected the Easement Area or the property acquired from any Landowner, and that is has not relied upon any verbal or written statements of Farragut or any employee, agent or representatives thereof regarding the condition of the Easement Area which is not contained in this Agreement. The Easement granted herein shall remain in effect until the final inspection and approval of the Roundabout Improvements by the Town Engineer. Notwithstanding anything contained in this Agreement to the contrary, prior to Developer or any of its authorized employees, contractors or suppliers entering upon the Easement Area or exercising any of the rights granted in this Agreement, Developer shall perform or ensure the performance of all the following at its sole cost, risk and expense:

(i) With the exception of all rights-of-way, slope easements and construction easements that Farragut is required to obtain under Section 2.i. of this Agreement, all permits, licenses and other approvals which are necessary to construct the Roundabout Improvements have been obtained.

(ii) Developer has obtained (and thereafter maintains in full force and effect at all times the Easement is in effect), from an insurer authorized to do business in the State of Tennessee and which is rated "A-/VIII" or equivalent in Best's Key Rating Guide, or any successor thereto (or if there is none, a rating organization having a national reputation), all of the following types of insurance coverage:

(A) Liability insurance (in the broadest form then available in Tennessee) which insures against claims for bodily injury, personal injury, death and property damage occurring on, in or about the Easement Area or as a result of activities by Developer or any of its authorized employees, contractors, subcontractors, suppliers and licensees on or near the Easement Area, in amounts of not less than $2,000,000.00 per occurrence and $2,000,000 aggregate for bodily injury, personal injury or death, and $2,000,000.00 per occurrence and $2,000,000 aggregate with respect to all claims for property damage. The insurance required in this section shall name, at a minimum, as the insured parties, Farragut and Developer. Said policy shall be reasonably satisfactory to Farragut in all respects and shall also (either in the policy itself or by endorsement): (a) provide that at least fifteen (15) days' prior written notice of suspension, cancellation, termination, modification, non-renewal or lapse or material change of coverage shall be given to Farragut and that such insurance shall not be invalidated by any act or neglect of Developer or Farragut, nor by occupation of the Easement Area for purposes more hazardous than are permitted by such policy; (b) not contain a provision relieving the insurer thereunder of liability for any loss by reason of the existence of other policies of insurance covering the Easement Area against the peril involved, whether collectible or not, and (c) waive all subrogation rights against Farragut (so long as the same does not invalidate the insurance required herein).

(B) Worker's compensation insurance providing insurance at least in the minimum amount required by applicable law.

(C) Builder's risk insurance for the Roundabout Improvements.

(D) Automobile insurance for owned, hired and non-hired vehicles.

(E) Upon request, Developer shall provide Farragut with original or duplicate policies or certificates of its insurers evidencing all the insurance required to be obtained by Developer hereunder.

(iii) To the maximum extent permitted by law, Developer shall defend, indemnify and hold Farragut and its officers, managers, employees, agents, property managers, representatives of each of them and the Landowners (collectively, the "Indemnified Parties") harmless from and against any and all damages, losses, fees, costs and expenses, including, but not limited to, reasonable attorney's fees, litigation expenses, and court costs, which they incur arising out of or resulting from any or all of the following: (a) any breach by Developer or any person or entity for whom it is responsible of any of Developer's obligations under Section 2.i. of this Agreement, (b) the performance of or failure to perform the construction of the Roundabout Improvements in the manner required in Section 2.i. of this Agreement, and (c) any acts or omissions of Developer or any person or entity for which it is responsible during the construction of the Roundabout Improvements resulting in personal injury or property damage occurring on, or in the vicinity of, the Easement Area or the property of any Landowner. The provisions of the foregoing sentence shall survive the expiration or earlier termination of the Easement for twelve (12) months. It is the intention of the foregoing sentence that Developer shall provide Farragut a 12-month warranty against defects in the construction of the Roundabout Improvements.

2. Except as expressly amended by the foregoing modifications, the Agreement shall remain in full force and effect, and Farragut and Developer do hereby ratify and reconfirm all of the terms and conditions of the Agreement as amended, and agree to be bound and to abide thereby for the term of the Agreement.

3. All capitalized terms used herein have the meanings specified either herein or as specified in the Agreement.

In witness whereof, the parties have caused this instrument to be executed as of the day and year first above written.

TOWN OF FARRAGUT

____
Ron Williams
Mayor

DEVELOPER:

HOMESTEAD LAND HOLDINGS, LLC

By: ____________________________
Robert L. Mohney
Managing Member

STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared **Ron Williams**, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Mayor of the **Town of Farragut**, the within named bargainor, a Tennessee municipal corporation, and that he as such Mayor, being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Mayor.

WITNESS my hand, at office, this ___ day of ________________, 2019.

____
Notary Public

My Commission Expires:___________________

APPROVED AS TO FORM:

By: ____________________________________
Town Attorney

STATE OF TENNESSEE
COUNTY OF KNOX

Personally appeared before me, the undersigned authority, in and for said County and State, appeared **Robert L. Mohney**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon this oath acknowledged himself to be the Managing Member of **Homestead Land Holdings, LLC**, the within named bargainor, a Tennessee limited liability company, and that he as such duly authorized Managing Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company as such duly authorized Managing Member.

Witness my hand and official seal at _____________, Tennessee, this ___ day of _____________, 2019.

____
Notary Public

My Commission Expires:___________

HOMESTEAD
LAND HOLDINGS, LLC

P O Box 23190
Knoxville, TN 37933

May 23, 2019

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

Dear Mr. Smoak:

Per the preliminary roundabout plans dated January 4, 2019 by Vaughn and Melton Engineering and provided by the Town of Farragut, Homestead Land Holdings proposes to build the roundabout and improvements from STA 31 + 79.00 to STA 36 + 63.56 for a total of $536,285.00.

Offer is contingent on the mutual agreement of the alteration of the existing cost share agreement dated June 8, 2018.

I look forward to hearing from you.

Sincerely,

Robert L Mohney
Homestead Land Holding, LLC

Cc: Darryl Smith

Russ Rackley

David Fiser

AGENDA NUMBER ______________________ MEETING DATE JUNE 14, 2018

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: David Smoak, Town Administrator

SUBJECT: Approval of Cost Share Agreement between the Town of Farragut and Homestead Land Holdings for Virtue Road Improvements

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INTRODUCTION: The purpose of this agenda item is to approve a cost share agreement between the Town of Farragut and Homestead Land Holdings for Virtue Road improvements.

BACKGROUND: The Town of Farragut has executed cost share agreements over the years with various developers as residential subdivisions have been developed on roads that would need to be upgraded to meet the increased traffic that is generated by the new residents in that area. The most recent cost share agreements the Town has executed were for the Split Rail Farm and McKinley Station subdivisions located on Everett Road.

DISCUSSION: The Town of Farragut is currently designing for future improvements to Virtue Road from 700' south of Kingston Pike to the end of the former Harville tract, approximately 2,850 in total length. These improvements would widen Virtue Road and install pedestrian facilities along the right of way to a new wider bridge over Little Turkey Creek. From that point south, the trail will run along an easement to be provided by the developer across its property and the road improvements will extend to the end of the property to be developed by Homestead Land Holdings.

The Town will be responsible for acquiring all of the right of way and easements for the Virtue Road Improvements as well as paying for and constructing the road improvements, except for the walking trail and bridge across the developer's property. The Town will also maintain the roadway and pedestrian facilities after the work is completed, which the Town does for all new facilities that are improved.

The developer will in turn pay to Farragut a one-time fee for each of the 142 buildable lots at a per lot fee of $3,988.01. The fee is calculated in Section 2b of the attached contract and the formula used is similar to the one used for the Everett Road corridor and is based on the traffic impact the new subdivision will have on the existing road. In order for the developer to keep on schedule for build out of the subdivision, the agreement stipulates in Section 2f that the developer will construct the pedestrian facilities and bridge. As the per lot fee is calculated based on the Town constructing these facilities with the Virtue Road improvements, the Town would reimburse the developer a not to exceed amount of $55,000 for the cost of constructing the trail and pay 75% of the cost to construct the bridge for a not to exceed amount of $75,000 for the bridge construction.

RECOMMENDATION BY: Town Administrator David Smoak and Town Attorney Tom Hale for approval.

PROPOSED MOTION: To approve the Cost Share Agreement between the Town of Farragut and Homestead Land Holdings for Virtue Road Improvements.

BOARD ACTION:

MOTION BY:________________________________ **SECONDED BY:**__________________________________

VOTE/TOTAL	POVLIN	MARKLI	MCGILL	PINCHOK	WILLIAMS
YES	______	______	______	______	______
NO	______	______	______	______	______
ABSTAIN	______	______	______	______	______

This Instrument Was Prepared By & Return To:
Thomas M. Hale
Kramer Rayson LLP
P. O. Box 629
Knoxville, TN 37901
(865) 525-5134

COST SHARING AGREEMENT

This Cost Sharing Agreement ("Agreement") is entered into as of this 8 day of June, 2018, by and between the **TOWN OF FARRAGUT** ("Farragut"), a Tennessee municipal corporation, and **HOMESTEAD LAND HOLDINGS, LLC**, a limited liability company created under the laws of the State of Tennessee and with its principal place of business at 122 Perimeter Park Drive, Knoxville, Tennessee 37922 ("Developer").

*****WITNESSETH*****

WHEREAS, the Developer is the owner of a tract of land designated as Parcel 44 on Tax Map 152 by Knox County, Tennessee, which fronts on Virtue Road and contains approximately 87.1 acres, as more particularly described on Exhibit A attached hereto (the "Property"); and

WHEREAS, Developer seeks to develop the Property into a subdivision to be known as Brookmere ("Subdivision") within Farragut and is willing to contribute, as a condition to Farragut approving the rezoning of the Property to R-1/OSR and FPD, to the cost of certain improvements to Virtue Road that Farragut intends to make to bring said road into compliance with Farragut's requirements for roads of the type that Virtue Road has been designated; and

WHEREAS, due to certain characteristics of Virtue Road and Farragut's desire to make additional improvements to Virtue Road, Farragut is willing, in order to receive the benefit for its citizens and residents of the improvements that Developer intends to make to the Subdivision, to make the necessary improvements and contribute to the costs of the overall improvements to Virtue Road; and

WHEREAS, Farragut and Developer desire to memorialize in writing the terms, conditions and agreements of the parties and the responsibilities of the parties with respect to the improvement of Virtue Road as described hereinafter and the costs associated with the improvement of Virtue Road, from the entrance to the Subdivision, north approximately 2,850 feet, to a point 700 feet south of Kingston Pike, and the addition of pedestrian facilities on the east side of Virtue Road along the entire frontage of the Property, including a pedestrian bridge over Little Turkey Creek, all as ultimately approved by the FMPC per the Subdivision Regulations and site plan approval process (the "Virtue Road Improvement"); and

WHEREAS, the Farragut Municipal Planning Commission (the "FMPC") granted approval of the rezoning of the Subdivision site conditioned upon Virtue Road being improved to the standards provided for in the Farragut Subdivision Regulations for "major collector street standards;" and

Knox County Page: 1 of 14
REC'D FOR REC 06/25/2018 4:16:15PM
RECORD FEE: $72.00
M. TAX: $0.00 T. TAX: $0.00
201806250076837

WHEREAS, the Farragut Board of Mayor and Alderman (the "FBMA") adopted the ordinance rezoning the Subdivision site conditioned upon the owner of the property being rezoned entering into this Cost Sharing Agreement with the Town in which it commits to collect and provide to the Town a sum equivalent to the pro rata share of the cost of improving a portion of Virtue Road based upon the estimated usage of the portion of Virtue Road by residents of the Subdivision compared with total estimated usage and to secure such obligations with a recorded document that would run with the land; and

WHEREAS, regardless of the conditional passage of the rezoning ordinance, the rezoning will not become effective until developer actually becomes the owner of the subdivision site being rezoned and executes and records this Agreement; and

WHEREAS, the execution and recording of this Agreement in the Office of the Register of Deeds for Knox County, Tennessee shall satisfy the rezoning conditions imposed by Farragut, and the Property shall be zoned R-1/OSR and FPD effective as of the date of the recording of this Agreement.

NOW, THEREFORE, in consideration of their mutual promises and undertakings and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Responsibilities of Farragut.** Farragut shall be responsible for the following:

a. the acquisition, at its expense, of the necessary right-of-way ("ROW") and easements from affected property owners for the Virtue Road Improvement, except necessary property owned by Developer and any easement required for the construction of the pedestrian bridge; provided, however, Developer and Farragut agree to split the cost to acquire any necessary easement for the pedestrian bridge, if the bridge cannot be located entirely on the Property, as long as such cost is mutually acceptable to Developer and Farragut;

b. pay for the professional engineering services to provide all necessary design services to prepare complete construction, right-of-way and easement acquisition plans for the Virtue Road Improvements, including the engineering and planning for the provision of the widening and reconstruction of Virtue Road; the installation of curbs, gutters, storm drains, and the required walking trails or sidewalks (except those walking trails and sidewalks located on Developer's property and any necessary bridge); and the tie-ins to existing accessways on Virtue Road, if any (the "Plans");

c. pay a portion of the construction costs as provided in paragraph 5;

d. use its authority and influence to require the relocation of existing utilities, if necessary;

e. construct the Virtue Road Improvement, except for the pedestrian walking trail that extends upon the Property and the pedestrian bridge necessary to accommodate the walking trail, both of which shall be designed and constructed by the Developer as provided in paragraphs 2f and 2g; and

f. thereafter maintain, repair and replace the Virtue Road Improvement, including the pedestrian walking trail and pedestrian bridge to be constructed by Developer, at Farragut's sole cost and expense; provided, however, that the Developer shall be obligated to maintain, repair and replace the pedestrian walking trail and pedestrian bridge at the Developer's sole cost and expense until the expiration of the two-year maintenance letter of credit that will be required by Farragut for the infrastructure improvements to be made by the Developer to the Subdivision.

2. Responsibilities of Developer. Developer shall be responsible for the following:

a. the Developer shall pay to Farragut a one-time fee for each buildable, residential lot in the Subdivision (each, a "Lot" and collectively, the "Lots") that shall be used by Farragut to offset the ultimate cost of designing and constructing the Virtue Road Improvements (each, a "Lot Fee" and collectively, the "Lot Fees").

Based upon the 142 Lots applied for by the Developer, the Lot Fee is estimated to be Three Thousand Nine Hundred and Eighty-Eight and 01/100 Dollars ($3,988.01) per Lot. The Lot Fee is calculated in the manner provided in paragraph 2b. and will be adjusted if the number of Lots ultimately approved by Farragut is more or less than 142.

b. The parties agree for the purposes of fixing the amount of the total Lot Fees to be paid by the Developer pursuant to this Agreement, regardless of the final actual costs of the Virtue Road Improvements, as follows:

(1) that the current average daily traffic on Virtue Road is 4,250 trips per day; and

(2) that the Subdivision will increase the trips per day on Virtue Road by 10 trips multiplied by the number of Lots, but only 75% of those additional trips will travel north over and across the Virtue Road Improvement (the "Subdivision Trips"); and

(3) that the percentage impact of the Subdivision on the future usage of Virtue Road is the Subdivision Trips divided by the sum of 4,250 plus the Subdivision Trips (the "Percentage Impact"); and

(4) the cost per linear foot for the Virtue Road Improvements without sidewalks is $626; and

(5) the cost per linear foot for the pedestrian facilities is $348; and

(6) the portion of Virtue Road between Kingston Pike and the entrance to the Subdivision that must be improved to major collector standards consists of 2,850 linear feet; and

(7) the portion of the frontage of the Subdivision property on Virtue Road south of the entrance of the Subdivision that must be improved with pedestrian facilities consists of 600 linear feet; and

(8) for purposes of calculating the total Lot Fees, the total cost of roadway improvements for which the Developer is responsible is the Percentage Impact times the estimated cost of the road portion of the improvement ($626 x 2,850, or $1,784,100) plus the estimated cost of the pedestrian facilities ($348 x 600, or $208,800).

For example, if there are 142 Lots, the Subdivision Trips will be 1,065.00 (i.e. 142 x 10 = 1,420 x 0.75 = 1,065.00), the Percentage Impact will be 0.20038 (i.e. 1,065/(4,250 + 1,065) = 0.20038) and the total Lot Fees will be $566,297.96 (i.e. 0.20038 x $1,784,100 + $208,800 = $566.297.96) or a Lot Fee of $3,988.01 per Lot.

c. In order to secure its obligation to Farragut to pay the Lot Fee, and as a condition to final approval of the plat for the Subdivision, the Developer shall, at its option, either (i) provide Farragut with an irrevocable standby letter of credit from a reputable lender acceptable to Farragut in an amount equal to the Lot Fee multiplied by the total number of Lots ultimately approved by Farragut or (ii) grant Farragut a first priority lien on each Lot in the amount of the Lot Fee by executing and recording in the Office of the Register of Deeds for Knox County, Tennessee an amendment to this Agreement, in a form satisfactory to Farragut's Attorney, whereby Developer grants Farragut such a lien.

d. The parties agree that notwithstanding any provision herein to the contrary, that the Lot Fee amount is due for each dwelling unit ultimately constructed within the Subdivision such that should the Subdivision be sold in bulk with an approved final plat with less than the maximum entitlement of 142 Lots and the Lot Fees are paid upon such sale, and then the purchaser amends the final plat to increase the number of Lots in the Subdivision, each of the additional Lots shall be encumbered by a lien in the amount of the adjusted Lot Fee based on the increased number of Lots and the Lot Fees that have already been paid. Such will be a condition and requirement upon the approval by the Farragut Planning Commission of any amended final plat, which increases the number of Lots.

e. Because open space lots or common areas within the Subdivision will not have a dwelling unit, no Lot Fees are owed on, and no lien shall encumber open space lots and common areas, or be due upon their disposition, or the application for a building permit for amenities to be constructed thereon.

f. As part of its work of constructing the infrastructure of the Subdivision, Developer will cause the design and construction of the pedestrian walking trail that spans the Property for which Farragut will reimburse Developer the not-to-exceed amount of Fifty-Five Thousand Dollars ($55,000.00) of the costs it incurs in so doing.

g. As part of its work of constructing the infrastructure of the Subdivision, Developer will cause the design and construction of any pedestrian bridge over Little Turkey Creek which becomes necessary by reason of where the Developer proposes to place the walking trail. Farragut will reimburse Developer seventy-five percent (75%) of the costs incurred by the Developer in designing and constructing the bridge not to exceed Seventy-Five Thousand Dollars ($75,000.00).

h. The walking trail and bridge, if any, shall be submitted for approval of Farragut as a part of the Developer's preliminary plat, and once installed by the Developer, the "as-built" trail and easement will be depicted on the final plat for the Subdivision.

3. Real Property Owned by Developer. Developer expressly agrees that it shall not be compensated by Farragut in any manner for any of its property condemned in connection with the Virtue Road Improvement, and that it must voluntarily contribute such property as may be necessary to adequately provide an appropriate ROW and/or easements for the Virtue Road Improvement.

4. Acquisition of ROW. Upon completion of the planning documents in accordance with paragraph 1.b., Farragut shall take steps to acquire the necessary ROW for the Virtue Road Improvement that is not owned by Developer.

5. Construction Costs and Payment.

a. Farragut shall have ten (10) years within which to commence the construction of the Virtue Road Improvement.

b. The Lot Fee for each Lot shall be paid to Farragut either upon application for a building permit for a particular Lot, or upon the sale by Developer of a Lot to an unaffiliated third party, whichever occurs first. For purposes of this Agreement, an "unaffiliated third party" does not include Saddlebrook Properties, LLC or any person or entity directly or indirectly controlling, controlled by or under common control with the Developer or its principal owners. Upon the receipt of payment to satisfy the Lot Fee for a Lot, Farragut will, as applicable, either (i) execute a release in recordable form related to the Lot for which the lien of the Lot Fee is being satisfied or (ii) acknowledge to the issuer of the standby letter of credit that the amount of the letter of credit shall be reduced commensurate with the Lot Fee being satisfied.

c. Should Developer opt not to obtain a letter of credit to secure the Lot Fees, then a condition of the approval and recording of the final plat shall be the execution and recording by all priority lien holders and any other holder of a lien or an encumbrance upon the lots in the Subdivision of an instrument subordinating the liens of their encumbrances to the lien or liens in favor of Farragut securing the Lot Fees, in a form satisfactory to Farragut's Attorney.

d. Should Developer not be able to obtain the subordinations described herein, or should it opt to secure its obligations by obtaining a letter of credit, then a condition of the approval and recording of the final plat shall be delivery to Farragut of the irrevocable standby letter of credit in the amount provided for hereinabove with an expiration date of one (1) year, but automatically renewable for successive one (1) year periods unless the issuer gives Farragut notice, in writing, ninety (90) days prior to its expiration date, at which time Farragut can draw up to the full face value of the letter of credit or an amount equal to the unpaid Lot Fees, whichever is less, or accept other adequate security acceptable to Farragut, in the amount of the unpaid Lot

Fees, such as a first priority lien on each Lot in an amount equal to the unpaid Lot Fees divided by the total number of Lots.

e. To the extent that the cost of constructing the Virtue Road Improvement exceeds the product of the number of Lots in the Subdivision multiplied by the Lot Fee, the excess expense shall be borne by Farragut, or possibly third parties whose developments outside of the Subdivision would impact traffic on Virtue Road.

6. Transfer of Subdivision Site Prior to Final Plat Approval.

a. Prior to final approval of the final plat by the Planning Commission and its recordation, the Developer agrees that neither the Subdivision Site nor any portion thereof will be transferred by Developer without first providing Farragut with notice of when the proposed transfer is to occur and who the proposed transferee is, along with the appropriate address and telephone number of the proposed transferee.

b. If it is the proposed transferee's intention to develop the Subdivision Site or any portion thereof as a subdivision or other development for residential housing, the Developer agrees as part of such transaction to secure from the proposed transferee and to furnish Farragut with an assumption agreement by which the transferee agrees to perform the obligations required under this Agreement that are applicable to the property to be acquired by the transferee. Unless otherwise agreed by Farragut, the Developer will not be released from any of its obligations hereunder by virtue of such transfer, and the Developer and the transferee both shall be jointly and severally liable to Farragut following such transfer for all obligations hereunder that are applicable to the property transferred. Said assumption agreement will be subject to the approval of Farragut's Attorney.

c. If the Developer and the transferee intend to enter into an assumption agreement whereby the Developer is released from its obligations under this Agreement, the Developer must present the assumption agreement to Farragut for consideration and possible approval by the Board of Mayor and Aldermen. In the event of such approval, the transferee will be required to furnish new security acceptable to Farragut, as a condition to the Developer being released from its obligations under this Agreement.

d. If it is not the proposed transferee's intention to develop the Subdivision Site as a residential subdivision or other development for residential housing, the transferee must satisfy all applicable written requirements of Farragut, including review by and approval of all appropriate Boards and Commissions.

e. The Developer understands that if the Developer transfers the Subdivision Site or any portion thereof prior to the final approval of the final plat by the Planning Commission and its recordation without providing the notice of transfer and Assumption Agreement as required herein, it will be in breach of this Agreement and, at a minimum, Farragut may require that all work be stopped relative to the Subdivision.

7. Refunds. Any Lot Fee or portion thereof collected pursuant to this Agreement which has not been expended by Farragut on the Virtue Road Improvements within twelve (12) years of the payment of said Lot Fee shall, upon the application of the payor, be refunded to the payor. All funds collected shall be deemed to be expended in the same order in which they were collected.

8. Rights of Mortgagees.

a. *Mortgages Permitted.* Nothing in this Agreement prohibits the Developer from encumbering the Property or any portion thereof with one or more deeds of trust in favor of a mortgage lender, provided such deeds of trusts are subordinated in the manner required in Section 5(c) above should the Developer opt not to obtain a letter of credit to secure the Lot Fees. In addition, nothing in this Agreement shall limit, impair or restrict the rights of a mortgagee to (1) foreclose on or take title to the Property or any portion thereof pursuant to the remedies provided in the deed of trust or (2) accept a deed (or assignment) in lieu of foreclosure in the event of default by the Developer, and such foreclosure or acceptance of a deed in lieu of foreclosure and the subsequent sale of the Property by the mortgagee, if it acquires title to the Property at foreclosure or by deed in lieu, will not constitute a "sale by Developer of a Lot to an unaffiliated third party" for purposes of triggering the obligation to pay the outstanding Lot Fees as provided in Section 5(b) provided Farragut retains or is granted a first priority lien on each Lot in the amount of the Lot Fee or such other adequate security acceptable to Farragut.

b. *Right to Cure Defaults.* Upon written request to Farragut (such request to state the name and address of such mortgagee), Farragut agrees to give written notice to such mortgagee of any default by the Developer under this Agreement, specifying the nature of such default, and thereupon the mortgagee shall have the right (but not the obligation) to cure such default, and Farragut shall not exercise any of its remedies under this Agreement and until it has afforded the mortgagee thirty (30) days after the mortgagee's receipt of such notice to cure such default and a reasonable period of time in addition thereto (i) if the circumstances are such that said default cannot reasonably be cured within said thirty (30) day period and the mortgagee has commenced and is diligently pursuing such cure, or (ii) during and after any litigation action including a foreclosure, bankruptcy, possessory action or a combination thereof.

c. *Limitation Of Liability.* In the event that a mortgagee succeeds to the interest of Developer under this Agreement, or title to the Property, then, if applicable, the mortgagee and any successor shall assume and be bound by the obligations of Developer under this Agreement which accrue from and after such party's succession to Developer's interest in the Property, but the mortgagee and such successor shall not be: (i) liable for the payment of any Lot Fee that the Developer was obligated to pay prior to the date of such succession or (ii) bound by any amendment, modification or termination of the this Agreement affecting the interests of the mortgagee, made after the date hereof without the mortgagee's prior written consent. Nothing in this section shall be deemed to waive any of Farragut's rights and remedies against the Developer.

9. Dispute resolution.

a. *Negotiation between executives.* The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within fifteen (15) days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and the response shall include (a) a statement of each party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within thirty (30) days after delivery of the disputing party's notice, the executives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

b. *Mediation.* If the dispute has not been resolved by negotiation within thirty (30) days of the disputing party's notice, or if the parties failed to meet within (15) days, the parties shall endeavor to settle the dispute by mediation under the then current Center for Public Resources ("CPR") Mediation Procedure. Unless otherwise agreed, the parties will select a mediator from the CPR Panels of Distinguished Neutrals.

c. *Arbitration.* Any dispute arising out of or relating to this Agreement or the breach, termination or validity thereof which has not been resolved by a non-binding procedure as provided herein within ninety (90) days of the initiation of such procedure, shall be settled by arbitration in accordance with the then current CPR Rules for Non-Administered Arbitration by a sole arbitrator; provided, however, that if either party will not participate in a non-binding procedure, the other may initiate arbitration before expiration of the above period. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1-16 to the exclusion of state laws inconsistent therewith, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration shall be Knox County, Tennessee. The arbitrator is not empowered to award damages in excess of compensatory damages and each party hereby irrevocably waives any right to recover such damages with respect to any dispute resolved by arbitration.

The statute of limitations of the State of Tennessee applicable to the commencement of a lawsuit shall apply to the commencement of an arbitration hereunder, except that no defenses shall be available based upon the passage of time during any negotiation or mediation called for by the preceding paragraphs of the dispute resolution provisions of this Agreement.

10. Assignment. Neither party shall assign its rights in this Agreement without the prior written consent of the other party.

11. Entire Agreement. This Agreement contains the entire understanding of the parties in regard to the matters discussed herein and supersedes any and all prior understandings, agreements, oral or written representations, or promises between the parties.

12. Governing Law. This Agreement shall be governed by, interpreted, and construed in accordance with the laws of the State of Tennessee (without regard to rules or laws regarding conflict of laws).

13. Severability. In the event that any provisions of this Agreement shall be held invalid, unenforceable or void for any reason, the remaining provisions of this Agreement shall not be affected, said provisions being severable.

14. Waiver. The failure of either party to require performance by the other of any provision hereunder shall in no way affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provisions themselves.

15. Notices. Any notice required or permitted under this Agreement to be given to or from Farragut and/or Developer shall be in writing and may be given in any one or more of the following means, and shall be effective as provided for hereinbelow:

a. By personal delivery, in which such event notice shall be effective upon receipt; or

b. By telefax or other similar telephonic transmission, in which event such notice shall be effective upon receipt; or

c. By Federal Express or other similar overnight courier service, in which event notice shall be effective upon the earlier of the receipt by the addressee or the day promised for delivery by such courier, or if such day is not a business day, on the first business day following the day promised for delivery by such courier service; or

d. By First Class Mail, postage prepaid, in which event such notice shall be effective three (3) business days following the day postmarked for delivery.

All written notices required or permitted to be given to Farragut under this Agreement shall be addressed to the parties identified hereinbelow:

FARRAGUT:

David Smoak
Town Administrator
Town of Farragut
11408 Municipal Center Drive
Farragut, Tennessee 37934

All written notices required or permitted to be given to Developer under this Agreement shall be addressed to the parties identified hereinbelow:

DEVELOPER:

Homestead Land Holdings
Attn: Robert L. Mohney

122 Perimeter Park Drive
Knoxville, Tennessee 37922

16. Headings. Headings to items herein are for convenience only and shall not be construed to have any effect or meaning with respect to the content of such terms.

17. Binding Effect. All of the covenants, conditions and restrictions in this Agreement are intended to be and shall be construed as covenants running with the Property, binding upon the Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties acknowledge that they have read, understand and agree to all of the provisions of this Agreement and have executed this Agreement on the day and year first above written.

TOWN OF FARRAGUT

Ron Pinchok Vicemayor
Dr. Ralph McGill
Mayor

DEVELOPER:

HOMESTEAD LAND HOLDINGS, LLC

By: ______________________
Robert L. Mohney
Managing Member

STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared **Dr. Ralph McGill**, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Mayor of the **Town of Farragut**, the within named bargainor, a corporation, and that he as such Mayor, being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Mayor.

WITNESS my hand, at office, this ___ day of _________________, 2018.

____
Notary Public

My Commission Expires:____________________

APPROVED AS TO FORM:

By: Thomas M. Hale
Town Attorney

STATE OF TENNESSEE
COUNTY OF KNOX

Personally appeared before me, the undersigned authority, in and for said County and State, appeared **Robert L. Mohney**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon this oath acknowledged himself to be the Managing Member of **Homestead Land Holdings, LLC**, the within named bargainor, a Tennessee limited liability company, and that he as such duly authorized Managing Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company as such duly authorized Managing Member.

Witness my hand and official seal at Knoxville, Tennessee, this 8th day of June, 2018.

Robin D. Dotson
Notary Public

My Commission Expires: 3/31/2021

ROBIN D. DOTSON
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY

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201806250076837

STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared **Ron Pinchok**, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Mayor of the **Town of Farragut**, the within named bargainor, a corporation, and that he as such Mayor, being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Mayor.

WITNESS my hand, at office, this 14 day of June, 2018.

Allison M Myers
Notary Public

My Commission Expires: My Commission Expires April 27, 2021

ALLISON M. MYERS STATE OF TENNESSEE NOTARY PUBLIC KNOX COUNTY

APPROVED AS TO FORM:

By: Thomas M. Hale
Town Attorney

~~STATE OF TENNESSEE~~
~~COUNTY OF KNOX~~

~~Personally appeared before me, the undersigned authority, in and for said County and State, appeared **Robert L. Mohney**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon this oath acknowledged himself to be the Managing Member of **Homestead Land Holdings, LLC**, the within named bargainor, a Tennessee limited liability company, and that he as such duly authorized Managing Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company as such duly authorized Managing Member.~~

~~Witness my hand and official seal at __________, Tennessee, this ___ day of __________, 2018.~~

~~Notary Public~~

~~My Commission Expires:__________~~

EXHIBIT A

Legal Description of Property

SITUATED in the Farragut West district of Knox County, Tennessee, without the corporate limits of the City of Knoxville, Tennessee, and being more particularly bounded and described as follows:

BEGINNING at an iron pin set in the eastern right of way of Virtue Road, corner to Fox Den Country Club (Plat Cabinet L, Slide 184-C; Warranty Book 1894, page 372); thence leaving Fox Den Country Club, and with the eastern right of way of Virtue Road, the following seven (7) calls and distances: 1) South 80 deg. 49 min. 14 sec. West, 149.88 feet to an iron pin set; 2) with a curve to the right, said curve having a radius of 145.00 feet, an arc length of 143.50 feet, and a chord bearing and distance of North 70 deg. 49 min. 43 sec. West, 137.71 feet to an iron pin set; 3) North 42 deg. 28 min. 41 sec. West, 133.19 feet to an iron pin set; 4) with a curve to the left, said curve having a radius of 2030.00 feet, an arc length of 89.96 feet, and a chord bearing and distance of North 43 deg. 44 min. 51 sec. West, 89.95 feet to an iron pin set; 5) North 45 deg. 01 min. 01 sec. West, 586.91 feet to an iron pin set; 6) with a curve to the right, said curve having a radius of 1970.00 feet, an arc length of 192.25 feet, and a chord bearing an distance of North 42 deg. 13 min. 16 sec. West, 192.18 feet to an iron pin set; and 7) North 39 deg. 25 min. 32 sec. West, 22.41 feet to an iron pin set, corner to Lot 115, Block A, Sugarwood Subdivision, Unit 4 (Plat Cabinet K, Slides 206-B and 206-C); thence leaving the eastern right of way of Virtue Road, and with Lots 115, 114, 113 and 112, North 53 deg. 50 min. 49 sec. East, 529.54 feet to a 5/8 inch rebar found, corner to Lot 112 and in the line of Lot 109; thence with Lots 109 then Lot 108, South 61 deg. 49 min. 29 sec. East, 340.59 feet to a 5/8 inch rebar found; thence continuing with Lot 108 and then Lot 107, North 49 deg. 52 min. 07 sec. East, 200.54 feet to an iron pin set; thence continuing with Lot 107, then Lot 104, North 28 deg. 09 min. 07 sec. East, 402.77 feet to a 5/8 rebar found, corner to Lot 103; thence with Lot 103, North 12 deg. 38 min. 07 sec. East, 290.64 feet to a 5/8 inch rebar found, corner to Lot 99; thence with Lot 99, North 33 deg. 39 min. 33 sec. West, 74.43 feet to an iron pin set; thence continuing with Lot 99 and then Lot 98, North 37 deg. 19 min. 07 sec. East, 139.28 feet to an iron pin set; thence continuing with Lot 98, North 80 deg. 46 min. 07 sec. East, 37.01 feet to an iron pin set; thence continuing with Lot 98 and then Lots 97, 96 and 95, North 33 deg, 34 min. 07 sec. East, 387.23 feet to an iron pin set; thence with Lot 95, North 23 deg. 05 min. 53 sec. West, 96.63 feet to an iron pin set; thence with Lot 95 and then Lot 94, North 43 deg. 26 min. 07 sec. East, 126.88 feet to an iron pin set; thence with Lot 94 and then Lots 93 and 92, North 02 deg. 42 min. 07 sec. East, 148.04 feet to an iron pin set; thence continuing with Lot 92 and then Lots 91 and 90, North 22 deg. 30 min. 07 sec. East, 401.13 feet to an iron pin set, corner of Lot 90 and Lot 89, Sugarwood Subdivision, Unit 4, and Lot 80, Sugarwood Subdivision, Unit 2 (Plat Cabinet F, Slide 79-C); thence with Lot 80, South 34 deg. 25 min. 18 sec. East, 15.46 feet to an iron pin set, corner to Lot 78; thence with Lot 78, South 37 deg. 24 min. 35 sec. East, 46.37 feet to a 5/8 inch rebar found, corner to Lot 77; thence with Lot 77 and then Lot 76, South 36 deg. 37 min 08 sec. East, 371.48 feet to an iron pin set, corner to Lot 75; thence with Lot 75 and then Lots 73 and 72, South 33 deg. 41 min. 56 sec. East, 397.19 feet to a 5/8 inch rebar found, corner to Lot 71; thence with Lot 71 and then Lots 70 and 69, South 33 deg. 36 min. 29 sec. East, 266.97 feet to and iron pin set; thence continuing with Lot 69 and then Lots 68, 67 and 66, South 37 deg. 39 min. 34 sec. East, 415.00 feet to an iron pin set, corner to Lot 65; thence continuing with Lot 65 and then Lot 64, South 33 deg. 20 min. 34 sec. East, 279.67 feet to an iron pin set; thence continuing with Lot 64 and then Lot 63, South 45 deg. 27 min. 34 sec. East, 364.42 feet to a 1 and 1/4 inch iron pipe found in the line of Lot 21, Kingsgate Subdivision, Unit 2 (Plat Cabinet E, Slide 26-D); thence with Lot 21 and then Lot 22, South 34 deg. 27 min. 44 sec. West, 144.80 feet to an iron pin set, corner to Lot 23; thence with Lot 23 and then Lots 24 and 25, South 47 deg. 41 min. 39 sec. West, 314.27 feet a 5/8 inch rebar found, corner to Lot 26; thence with Lot 26 and then Lots 27, 28, 29, 30, and 33, and then Lot 1, Kingsgate Subdivision, Unit 3 (Plat Cabinet E, Slide 55-B), South 50 deg. 49 min. 43 sec. West , 991.44 feet to a 5/8 inch rebar found, corner to Lot 3; thence with Lot 3 and then Lots 4 and 5, South 50 deg. 30 min. 55 sec. West, 388.50 feet to an iron pin set in line with the Town of Farragut (Warranty Book 1973, page 387); thence with the Town of Farragut, North 47 deg. 53 min. 22 sec. West, 98.03 feet to an iron pin set; thence continuing with the Town of Farragut and then with Fox Den Country Club, North 66 deg. 20 min. 07 sec. West, 237.60 feet to an iron pin set; thence continuing with Fox Den Country Club the following four (4) calls and distances: 1) North 75 deg. 54 min. 08 sec. West, 205.35 feet to an iron pin set; 2) South 65 deg. 14 min. 52 sec. West, 34.54 feet to an iron pin set; 3) South 33 deg. 27 min. 02 sec. West, 48.29 feet to an iron pin set; and 4) South 06 deg. 38 min. 32 sec. West, 114.13 feet to the iron pin marking the POINT OF BEGINNING, containing 87.34 acres (3,804,587 square feet), more or less, as shown on survey of Ryan S. Lynch, Surveyor, Tennessee RLS No. 2447, dated November 21, 2017, bearing Project No. 4040. Surveyor's Address: Lynch Surveys LLC, 4405 Coster Road, Knoxville, TN 37912.

BEING the same property conveyed to Homestead Land Holdings, LLC by Warranty Deed from L.E. Harville, Jr., and wife, Judith O. Harville, dated May 14, 2018, filed for record as Instrument No. 201805150067380 in the Knox County Register of Deeds Office.

AGENDA NUMBER V. B. MEETING DATE June 13, 2019

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl W. Smith, PE

SUBJECT: Approval of Bids for Contract 2019-07, Campbell Station Road & Snyder Road Intersection Improvements

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INTRODUCTION: The purpose of this item is consideration of bids and award of Contract 2019-07, Campbell Station Road and Snyder Road Intersection Improvements.

BACKGROUND: This project includes the extension of an additional southbound lane on Campbell Station Road to the existing intersection of Snyder Road (see map). The purpose of the project is to provide a second southbound lane on the south leg of the intersection, along with signal modifications that will allow a double left turn movement from westbound Snyder Road onto southbound Campbell Station Road. We received three bids for this project on May 30:

Pavement Restorations, Inc. (PRI) of East Tennessee, Inc.	$144,057.95
Whaley Construction, LLC	$365,533.00
Southern Site Contractors	$400,771.75

These bids have a broad range, but a close look at the bid tabulations (see attached) shows that PRI's unit prices are nearly the same as typical unit prices on other projects. Simply stated, the bids illustrate the volatility of unit prices for small projects. PRI has completed our Annual Road Maintenance contract several times in the past (and will again in FY2020), and we have always been pleased with their performance.

FINANCIAL SECTION:

Project: Contract 2019-07, CSR and Snyder Road Intersection Improvements

Project Budget	Requested Amount	Expenditures to Date	Available Amount
$305,000	$144,057.95	$40,000	$120,942.05

Approved By: A. Myers

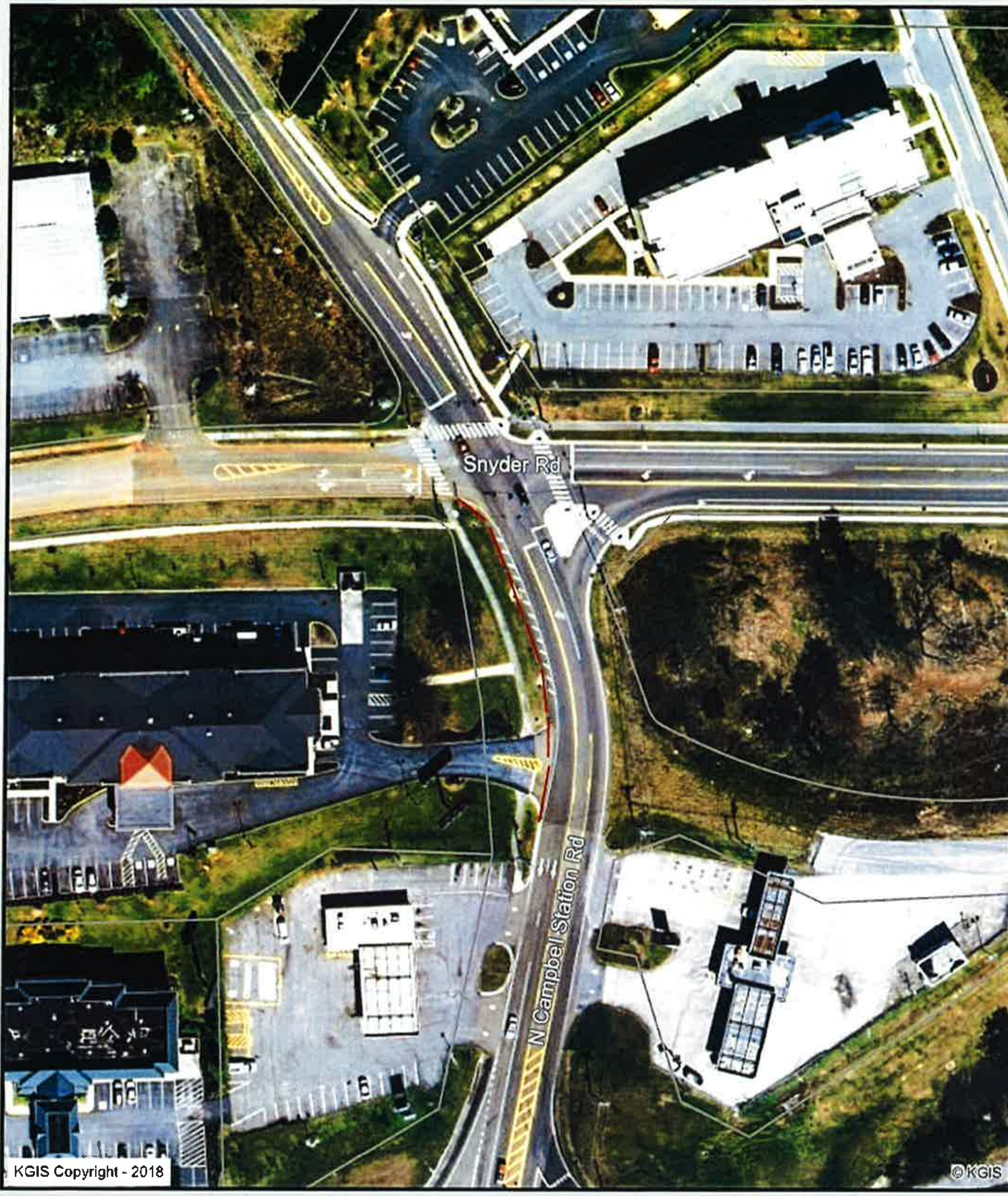
RECOMMENDATION BY: Darryl Smith, Town Engineer

PROPOSED MOTION: Approval of bids and award of Contract 2019-07 to PRI of East Tennessee, Inc. for their low bid of **$144,057.95.**

BOARD ACTION:

MOTION BY:__________ **SECONDED BY:**__________

VOTE/TOTAL	WILLIAMS	POVLIN	PINCHOK	MEYER	BURNETTE
YES					
NO					
ABSTAIN					



Campbell Station Road at Snyder Road

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ft

Knoxville - Knox County - KUB Geographic Information System

Town of Farragut Contract 2019-07
CSR & Snyder Rd Intersection Improvements
Bid Tabulations

farragut

ITEM #	TDOT DESCRIPTION	UNIT	PRI UNIT PRICE	PRI TOTAL PRICE	Whaley UNIT PRICE	Whaley TOTAL PRICE	Southern Site UNIT PRICE	Southern Site TOTAL PRICE
105-01	Construction Stakes, Lines And Grades	1 LS	$ 1,000.00	$ 1,000.00	$ 15,000.00	$ 15,000.00	$ 30,000.00	$ 30,000.00
201-01	Clearing And Grubbing	1 LS	$ 1,350.00	$ 1,350.00	$ 15,000.00	$ 15,000.00	$ 2,500.00	$ 2,500.00
202-04.01	Removal Of Structures (Pipe, Catchbasin)	1 LS	$ 3,980.00	$ 3,980.00	$ 15,000.00	$ 15,000.00	$ 15,420.00	$ 15,420.00
203-01	Road & Drainage Excavation (Unclassified)	133 C.Y.	$ 26.00	$ 3,458.00	$ 100.00	$ 13,300.00	$ 125.00	$ 16,625.00
203-06	Water	0.5 M.G.	$ 150.00	$ 75.00	$ 1,000.00	$ 500.00	$ 1,000.00	$ 500.00
209-05	Sediment Removal	6 C.Y.	$ 57.25	$ 343.50	$ 75.00	$ 450.00	$ 200.00	$ 1,200.00
209-09.43	Curb Inlet Protection (Type 4)	3 EA	$ 250.00	$ 750.00	$ 750.00	$ 2,250.00	$ 600.00	$ 1,800.00
209-40.33	Catch Basin Protection (Type D)	3 EA	$ 300.00	$ 900.00	$ 750.00	$ 2,250.00	$ 600.00	$ 1,800.00
303-01	Mineral Aggregate, Type A Base, Grading D	168 TON	$ 40.00	$ 6,720.00	$ 50.00	$ 8,400.00	$ 59.00	$ 9,912.00
307-01.01	Asphalt Concrete Mix (PG64-22) (BPMB-HM) Grading A	63 TON	$ 115.00	$ 7,245.00	$ 240.00	$ 15,120.00	$ 250.00	$ 15,750.00
307-01.08	Asphalt Concrete Mix (Pg64-22) (BPMB-HM) Grading B-M2	88 TON	$ 110.00	$ 9,680.00	$ 200.00	$ 17,600.00	$ 207.00	$ 18,216.00
402-01	Bituminous Material For Prime Coat (PC)	0.5 TON	$ 1,000.00	$ 500.00	$ 350.00	$ 175.00	$ 360.00	$ 180.00
403-02.01	Trackless Tack Coat (TTT-1)	1 TON	$ 1,000.00	$ 1,000.00	$ 1,100.00	$ 1,100.00	$ 1,100.00	$ 1,100.00
407-20.05	Saw Cutting Asphalt Pavement	300 L.F.	$ 5.00	$ 1,500.00	$ 10.00	$ 3,000.00	$ 15.00	$ 4,500.00
411-01.10	ACS Mix (Pg64-22) Grading D	116 TON	$ 145.00	$ 16,820.00	$ 215.00	$ 24,940.00	$ 228.00	$ 26,448.00
415-01.02	Cold Planing Bituminous Pavement	1,463 S.Y.	$ 5.15	$ 7,534.45	$ 14.00	$ 20,482.00	$ 15.00	$ 21,945.00
607-03.02	18" Concrete Pipe Culvert (Class III)	146 L.F.	$ 61.75	$ 9,015.50	$ 150.00	$ 21,900.00	$ 176.00	$ 25,696.00
611-12.02	Catch Basins, Type 12,>4' – 8' Depth	3 EA	$ 3,661.25	$ 10,983.75	$ 8,500.00	$ 25,500.00	$ 4,422.00	$ 13,266.00
701-02.03	Concrete Curb Ramp	61 S.F.	$ 25.00	$ 1,525.00	$ 100.00	$ 6,100.00	$ 89.00	$ 5,429.00
702-01	Concrete Curb	1 C.Y.	$ 700.00	$ 700.00	$ 3,100.00	$ 3,100.00	$ 2,750.00	$ 2,750.00
702-03	Concrete Combined Curb & Gutter	14 C.Y.	$ 600.00	$ 8,400.00	$ 1,150.00	$ 16,100.00	$ 975.00	$ 13,650.00
712-01	Traffic Control	1 LS	$ 3,000.00	$ 3,000.00	$ 45,000.00	$ 45,000.00	$ 44,500.00	$ 44,500.00
712-04.01	Flexible Drums (Channelizing)	50 EA	$ 35.00	$ 1,750.00	$ 37.00	$ 1,850.00	$ 40.00	$ 2,000.00
712-06	Signs (Construction)	228 S.F.	$ 10.00	$ 2,280.00	$ 9.00	$ 2,052.00	$ 9.50	$ 2,166.00
713-16.30	Signs (Lane Control, R3-8)	1 EA	$ 250.00	$ 250.00	$ 350.00	$ 350.00	$ 345.00	$ 345.00
713-20.30	Sign Adjustments	3 EA	$ 250.00	$ 750.00	$ 500.00	$ 1,500.00	$ 400.00	$ 1,200.00

716-02.05	Plastic Pavement Marking (Stop Line)	48 L.F.	$ 15.00	$ 720.00	$ 12.00	$ 576.00	$ 12.00	$ 576.00
716-02.06	Plastic Pavement Marking (Turn Lane Arrow)	2 EA	$ 175.00	$ 350.00	$ 175.00	$ 350.00	$ 180.00	$ 360.00
716-02.08	Plastic Pavement Marking (8" Dotted Line)	40 L.F.	$ 2.50	$ 100.00	$ 5.00	$ 200.00	$ 5.00	$ 200.00
716-02.09	Plastic Pavement Marking (Longitudinal Cross-Walk)	46 L.F.	$ 23.00	$ 1,058.00	$ 22.00	$ 1,012.00	$ 22.50	$ 1,035.00
716-04.01	Plastic Pavement Marking (Straight-Turn Arrow)	1 EA	$ 290.00	$ 290.00	$ 200.00	$ 200.00	$ 210.00	$ 210.00
716-04.02	Plastic Pavement Marking (Straight-Double Turn Arrow)	2 EA	$ 575.00	$ 1,150.00	$ 300.00	$ 600.00	$ 300.00	$ 600.00
716-05.01	Painted Pavement Marking (4" Line)	0.1 L.M.	$ 2,300.00	$ 230.00	$ 9,800.00	$ 980.00	$ 10,200.00	$ 1,020.00
716-05.04	Painted Pavement Marking (Channelizing Striping)	13 S.Y.	$ 23.00	$ 299.00	$ 21.00	$ 273.00	$ 22.00	$ 286.00
716-12.02	Enhanced Flatline Thermo Pvmt Mrkng (6in Line)	0.13 L.M.	$ 8,050.00	$ 1,046.50	$ 14,500.00	$ 1,885.00	$ 15,000.00	$ 1,950.00
717-01	Mobilization	1 LS	$ 15,525.00	$ 15,525.00	$ 55,000.00	$ 55,000.00	$ 92,950.00	$ 92,950.00
730-01.02	Removal Of Signal Equipment	1 EA	$ 1,675.00	$ 1,675.00	$ 1,680.00	$ 1,680.00	$ 1,800.00	$ 1,800.00
730-02.17	Signal Head Assembly (150 A2h With Backplate)	2 EA	$ 1,525.00	$ 3,050.00	$ 1,525.00	$ 3,050.00	$ 1,596.00	$ 3,192.00
730-02.30	Signal Head Assembly (130 A3 With Backplate)	1 EA	$ 1,215.00	$ 1,215.00	$ 1,215.00	$ 1,215.00	$ 1,280.00	$ 1,280.00
730-02.41	Signal Head Modification (Relocate Signal Head)	3 EA	$ 380.00	$ 1,140.00	$ 380.00	$ 1,140.00	$ 415.00	$ 1,245.00
730-02.42	Signal Head Modification (Remove Signal Head)	3 EA	$ 80.00	$ 240.00	$ 81.00	$ 243.00	$ 100.00	$ 300.00
730-02.43	Signal Head Modification (Relocate Ped Signal & Pushbutton)	1 EA	$ 325.00	$ 325.00	$ 325.00	$ 325.00	$ 345.00	$ 345.00
730-08.02	Signal Cable – 5 Conductor	270 L.F.	$ 2.80	$ 756.00	$ 3.00	$ 810.00	$ 3.00	$ 810.00
730-08.03	Signal Cable – 7 Conductor	215 L.F.	$ 3.00	$ 645.00	$ 3.00	$ 645.00	$ 3.25	$ 698.75
730-08.05	Signal Cable – 12 Conductor	450 L.F.	$ 3.80	$ 1,710.00	$ 4.00	$ 1,800.00	$ 4.00	$ 1,800.00
730-09.20	Span Wire Assembly	180 L.F.	$ 2.25	$ 405.00	$ 2.50	$ 450.00	$ 2.50	$ 450.00
730-10.01	Tether Wire Assembly – ¼" Diameter	180 L.F.	$ 1.70	$ 306.00	$ 2.50	$ 450.00	$ 1.80	$ 324.00
730-11.01	Steel Conduit Riser Assembly	2 EA	$ 285.00	$ 570.00	$ 300.00	$ 600.00	$ 300.00	$ 600.00
730-12.02	Conduit 2" Diameter (PVC)	100 L.F.	$ 6.10	$ 610.00	$ 6.00	$ 600.00	$ 6.40	$ 640.00
730-14.01	Shielded Detector Cable	905 L.F.	$ 2.20	$ 1,991.00	$ 3.00	$ 2,715.00	$ 2.20	$ 1,991.00
730-14.02	Saw Slot	370 L.F.	$ 6.50	$ 2,405.00	$ 7.00	$ 2,590.00	$ 6.80	$ 2,516.00
730-14.03	Loop Wire	975 L.F.	$ 0.75	$ 731.25	$ 1.00	$ 975.00	$ 0.80	$ 780.00
730-15.11	Modify Cabinet (Change Phasing)	1 EA	$ 485.00	$ 485.00	$ 500.00	$ 500.00	$ 515.00	$ 515.00
730-21.10	Wood Pole (Signal Support)	1 EA	$ 1,150.00	$ 1,150.00	$ 1,200.00	$ 1,200.00	$ 1,200.00	$ 1,200.00
730-22.02	Guying Device (Angle Anchor)	2 EA	$ 285.00	$ 570.00	$ 300.00	$ 600.00	$ 300.00	$ 600.00
801-03	Water (Seeding & Sodding)	1 M.G.	$ 150.00	$ 150.00	$ 1,000.00	$ 1,000.00	$ 500.00	$ 500.00
803-01	Sodding (New Sod)	110 S.Y.	$ 15.00	$ 1,650.00	$ 35.00	$ 3,850.00	$ 10.00	$ 1,100.00
	TOTALS			**$ 144,057.95**		**$ 365,533.00**		**$400,771.75**

AGENDA NUMBER: V.C. **MEETING DATE:** June 13, 2019

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: William E. McKelvey, Public Works Director

SUBJECT: Approval of Bids for Contract No. 2020-06, HVAC Maintenance

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INTRODUCTION: The purpose of this agenda item is to consider bids and award Contract #2020-06 HVAC Maintenance to the chosen contractor. This is an all-inclusive contract that covers anything that may go wrong at no additional cost.

BACKGROUND: We are approaching the end of a three (3) year contract for HVAC maintenance. We have re-bid this proposal as another multi-year contract as we have found this saves money in the long run.

DISCUSSION: We recommend awarding the contract to a vendor based on their yearly price and their ability to perform the required work. On May 30, 2019 we opened bids from two (2) contractors and attached are the tabulations of the yearly prices provided by Del-Air Mechanical Contractors, Inc. and Lloyd's Electric Service, Inc. Del-Air Mechanical is the current contractor for the past three (3) years and we are pleased with the job they have done.

FINANCIAL SECTION: (if needed)

Total Budget	Requested Amount	Contracted Amount	Remaining Amount
$14,000	$14,000.00	$0	$0

Approved By: A Myers

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

PROPOSED MOTION: Approval of bids and award of Contract #2020-06 to **Del-Air Mechanical Contractors, Inc.,** in the amount of $14,000.^{00} per year.

BOARD ACTION:

MOTION BY: ______________________ **SECONDED BY:** ______________________

VOTE / TOTAL	Williams	Polvin	Pinchok	Meyer	Burnette
YES					
NO					
ABSTAIN					

BID TABULATIONS
CONTRACT NO. 2020-06
HVAC MAINTENANCE

BIDDER	BID QUANTITY, YEAR, MAKE AND MODEL	BID PRICE
VENDOR: Del-Air Mechanical **LOCATION:** 135 Chickamauga Avenue Knoxville TN 37917	Year 1: Year 2: Year 3:	$14,000.00 $14,000.00 $14,000.00
VENDOR: Lloyd's Electric Service, Inc. **LOCATION:** 7233 Oak Ridge Highway Knoxville TN 37931	Year 1: Year 2: Year 3:	$17,500.00 $21,250.00 $23,143.00

AGENDA NUMBER: V. D. **MEETING DATE:** June 13, 2019

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: William E. McKelvey, Public Works Director

SUBJECT: Approval of Bid for Contract No. 2020-07, Street Sweeping

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INTRODUCTION: The purpose of this agenda item is to consider bids and award Contract #2020-07 Street Sweeping to the chosen contractor.

BACKGROUND: We are approaching the end of a three (3) year contract for Street Sweeping. We have re-bid this proposal as another multi-year contract as we have found this can save money in the long run.

DISCUSSION: We recommend awarding the contract to the vendor based on their yearly price and their ability to perform the required work. On May 30, 2019 we opened bids from one (1) contractor and attached is the tabulation of their yearly price breakdown as provided by Sweeping Corporation of America. Husky Vac did not bid this time as the owner is retiring and selling his equipment.

FINANCIAL SECTION: (if needed)

Total Budget	Requested Amount	Contracted Amount	Remaining Amount
$42,500	$40,897.50		$1,602.50

Approved By: A Myers

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

PROPOSED MOTION: Approval of bid and award of Contract #2020-07 to **Sweeping Corporation of America** in the amount of $40,897.50 for the first year.

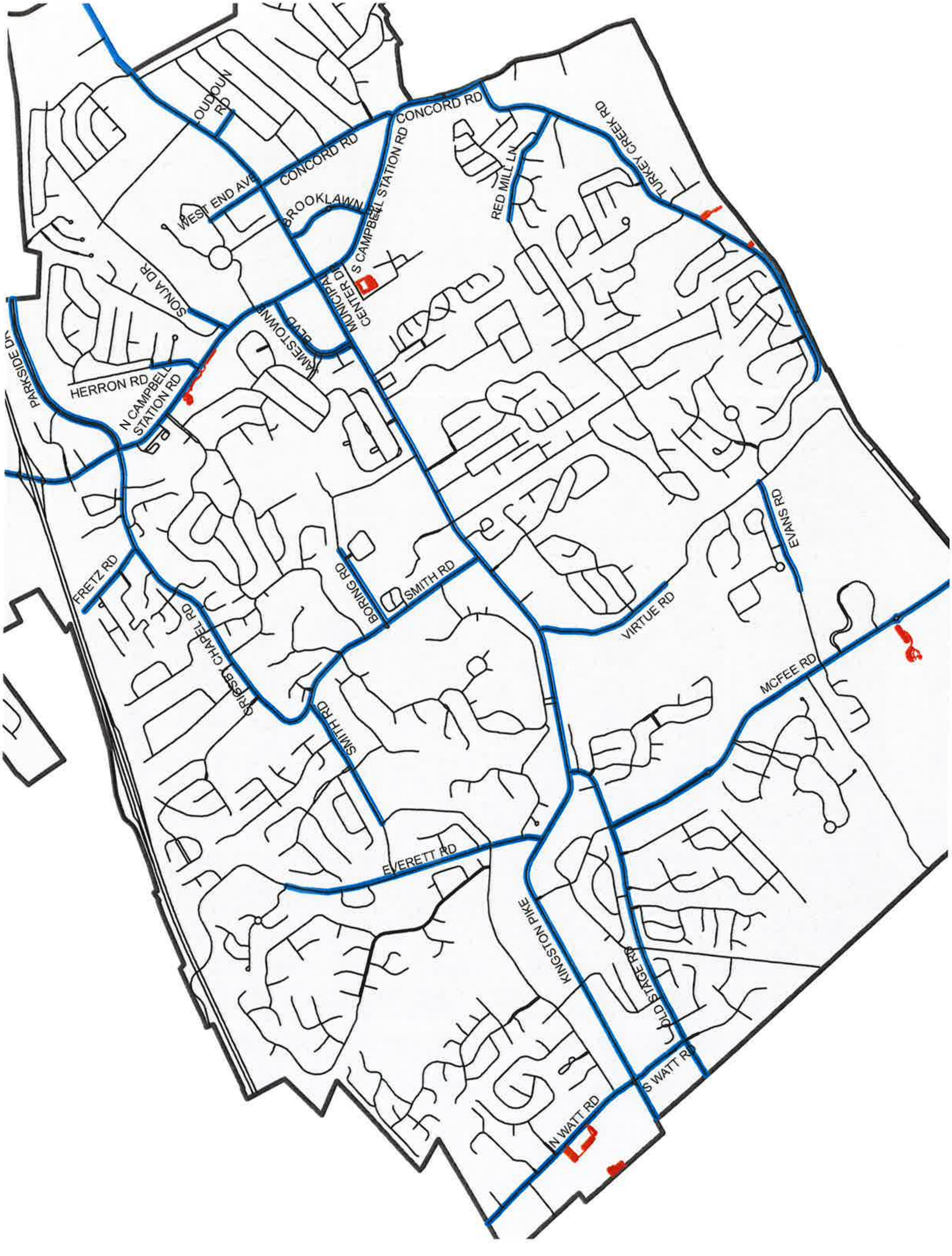
BOARD ACTION:

MOTION BY: ____________________ **SECONDED BY:** ____________________

VOTE / TOTAL	Williams	Polvin	Pinchok	Meyer	Burnette
YES					
NO					
ABSTAIN					

BID TABULATIONS
CONTRACT NO. 2020-07
STREET SWEEPING

BIDDER	BID QUANTITY, YEAR, MAKE AND MODEL	BID PRICE
VENDOR: Sweeping Corporation of America **LOCATION:** 5717 Old Rutledge Pike Knoxville, TN 37924	**COST PER CYCLE (Monthly) - ROADS:**	
	Year 1: $3080.00	$36,960.00
	Year 2: $3141.60	$37,699.20
	Year 3: $3204.43	$38,453.16
	COST PER CYCLE (5 times a year) – PARKING LOTS:	
	Year 1: $787.50	$3937.50
	Year 2: $832.50	$4162.50
	Year 3: $877.50	$4387.50
	HOURLY RATE:	
	Year 1:	$175.00
	Year 2:	$185.00
	Year 3:	$195.00


LOUDOUN RD
CONCORD RD
CONCORD RD
WEST END AVE
BROOKLAWN
S CAMPBELL STATION RD
MUNICIPAL CENTER DR
RED MILL LN
TURKEY CREEK RD
SONJA DR
JAMESTOWNE BLVD
PARKSIDE DR
HERRON RD
N CAMPBELL STATION RD
FRETZ RD
BORING RD
SMITH RD
EVANS RD
VIRTUE RD
GRIGSBY CHAPEL RD
SMITH RD
MCFEE RD
EVERETT RD
KINGSTON PIKE
OLD STAGE RD
S WATT RD
N WATT RD

AGENDA NUMBER V. E. **MEETING DATE** June 13, 2019

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of FY2020 Committee Appointments

DISCUSSION:

Please refer to the committee booklet for the committee application information.

AGENDA NUMBER V. F. MEETING DATE June 13, 2019

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of Resolution R-2019-03, FY2020 Fee Resolution

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INTRODUCTION:

Each fiscal year the Board of Mayor and Aldermen establish a general fee schedule for necessary fees for all Town services, including but not limited to application, filing, license and permit fees.

DISCUSSION:

Attached is the proposed schedule of fees. Changes to the current fee schedule are highlighted and descriptions of the changes are below:

Administration

- Notary Services-The Town has been offering notary services, free of charge, for approximately 10 years. The Administrative department has notarized approximately 700 documents over the past year. Since January 1, only 34% of notary work has been for residents of Farragut. The request is to continue to offer the service for free to Farragut residents and establish a $10 fee for those not within the Town limits. The UPS Store and Going Postal charge $10 per notary.
- 2% Credit Card Fee-The Town started accepting credit card payments in 2008. Since that time the Town has absorbed the credit card processing fees. This fiscal year the credit card fees will exceed $10,000. In an effort to recoup a portion of this fee, staff is requesting to implement a 2% credit card processing fee.

Engineering

- Drainage Fee-the increase better represents the costs to the Town for the increased volume of water due to the addition of impervious surface
  The current fee of $30 per lot for residential development and $0.02 per square foot of impervious surface for commercial development was last increased in 2004. This represents an increase of approximately 2.0% per year over that 15-year period for residential and 2.7% per year for commercial development.

Community Development

- Update fees to reflect the latest International Building Code provisions;
- Establish specified fees for working without a permit and for requesting permit extensions, temporary Certificates of Occupancy and change of contractor status;
- Establish a fee process for subdivision plats, concept plans, and site plans that have been conditionally approved by the Planning Commission, but the conditions have not been addressed within 180 days of consideration;
- Adjust fees for site plans based on the acreage involved and/or the size of proposed buildings;
- Adjust sign permit fees for tenant panels; and
- Adjust Board of Zoning Appeals fees for variance requests.

Parks & Recreation Department

- McFee Park small & large pavilion rental fee-$25 dollar per unit fee increase approved by P & A Council in Jan. 2019

TOWN OF FARRAGUT

RESOLUTION R-2019-03

WHEREAS, the Board of Mayor and Aldermen desires to establish a general fee schedule for Fiscal Year 2020, setting the necessary fees for all Town services and collection of Town accounts and expenditures, including but not limited to application, filing, license and permit fees; and

WHEREAS, it is the desire of the Board of Mayor and Aldermen to consolidate all fees and adopt them by resolution;

NOW, THEREFORE BE IT RESOLVED by the Town of Farragut Board of Mayor and Aldermen, that all fees are hereby adopted as listed on the attached schedule.

This Resolution is duly adopted by the Board of Mayor and Aldermen of the Town of Farragut on this 13th day of June 2019.

____
Ron Williams, Mayor

____
Allison Myers, Town Recorder

FY2020 Draft Fee Schedule		
		Approved Fee
Administration		
Beer Permit		$250
Beer Permit Privilege Tax		$100
Retail Liquor Store Application		$300
Liquor Privilege Tax		
	Private Club	$300
	Hotel & Motel	$1,000
	Restaurants, according to seating	
	75-125 seats	$600
	126-175 seats	$750
	176-225 seats	$800
	226-275 seats	$900
	276 seats & over	$1,000
Wine Only Privilege Tax		$120
Solicitation Permit		$15
Records Request/Copies	Black & White 8 1/2 X 11	$0.15
(see Section 1-307 of Farragut Municipal Code)	Color 8 1/2 X 11 or 8 1/2 X 14	$0.50
	Color 36 X 24	$5
	Larger copies	Cost of production
	Labor to fill request	Charges based on employee hourly rate and time to fulfill request
Notary Service	$0 for Farragut residents	$10 per stamp/signature
Credit Card Fee		2% transaction fee
Engineering		
Drainage Fee		
	Commercial/Office Development	$0.03 per square foot of impervious surface
	Residential Development	$40 per subdivision lot

Community Development		Approved Fee
	Illegal Parking (in fire lanes)	$25
	Special Events Permit	$25
	Temporary Sign	$25
	Food Truck, per truck/per day	$20
	Zoning Letter	$25
	Trailblazer Signs	$250
	Licensing Fee	$100
	Grand Opening security deposit	$300
	Grand Opening Permit	$25
	Celebratory Events Permit	$25
Building Permits	Permit valuation shall include total value of work, including labor and materials, for which the permit is being issued	
	Total Valuation:	
	$1,000 and less	~~No fee, unless inspection required, in which case a $25 fee for each inspection shall be charged~~ $35.00 minimum
	$1,001 to $50,000	$35.00 for the first $1,000, plus $6.50 for each additional thousand or fraction thereof, to and including $50,000
	$50,001 to $100,000	$340 for the first $50,000, plus $5.25 for each additional thousand or fraction thereof, to and including $100,000
	$100,001 to $500,000	$600 for the first $100,000, plus $4.00 for each additional thousand or fraction thereof, to and including $500,000
	$500,001 and up	$2,260 for the first $500,000, plus $2.60 for each additional thousand or fraction thereof

Plumbing Permit		$35, plus $5.00 for each fixture
Gas Permit		$35 for first tap, plus $5.00 for each additional tap
Mechanical Permit-Commercial		$35 for first $1,000, per total value of installation, plus $5.00 for each additional thousand or fraction thereof
	Boilers (any occupancy)	$10.00 plus
	33,000 Btu (IBHp) to 165,000 (5BHp)	$5.00
	165,001 Btu (5BHp) to 333,000 (BHp)	$10.00
	333,001 (10BHp) to 1,165,000 (52BHp)	$15.00
	1,165,001 (52BHp) to 3,300,000 (98BHp)	$25.00
	over 3,300,000	$35.00
Mechanical Permit-Residential		$35, plus $35 per each unit
Swimming Pool Permit		
	Public Pool	Per total value of construction as per building permit
	Private pool (one & two family)	Per total value of construction
	Pool fillings system, including backflow prevention	$1.50 each
	Gas piping system (separate gas permit)	See Gas Permit
	Backwash receptor	$1.50 each
Demolition Permit (for demolition of any building or structure)		
	0-100,000 cubic feet	$100
	100,001 cubic feet and over	$1.00/1,000 cubic feet
Moving Permit (for moving any building or structure)		$100, plus any applicable bonds
Re-Inspection Fee		$50 for 1st re-inspection and $100 for 2nd re-inspection and $200 for re-inspections of the same failure beyond the 2nd re-inspection
Commencing Work Without a Permit		Fee will be double the calculated building permit fee
Building Permit Application Extension		$100 with up to 90 days as the maximum extension

Building Permit Extension		$100 with up to 180 days as the maximum extension
Temporary Certificate of Occupancy	Residential-30 day maximum	$100
Temporary Certificate of Occupancy	Non-residential-30 day maximum	$200
Plan Review Fee		Fee is one half of the calculated Building Permit Fee, which is to be paid at the time of plan submittal. One and two family dwellings are exempt. This fee includes an initial submittal and one correction submittal. All additional submittals will require a $250 re-submittal fee
Re-submittal Plans Review Fee		Re-submittal fees are a minimum of $250 or one half of the calculated building permit fee based on the difference between the original building value and the revised building value, whichever is greater
Fire Prevention Fee		
	Fire Sprinkler System Permit	$0.02 per square foot or $100 (whichever is greater)
	Fire Alarm System Permit	$0.02 per square foot or $100 (whichever is greater)
	Modifications to existing fire alarm or sprinkler systems if work does not exceed $1,000; if does exceed $1,000, refer to Fire Alarm or Sprinkler System Permit fee	$50
	All other permits	$50
Subdivision Fees		
	Concept Plan	$100
	Preliminary Plat	$100 plus $25/lot
	Final Plat	$100 plus $25/lot
Site Plan Fees	Less than 3 acres or proposed gross square footage of building space is less than 10,000 square feet	$100
Site Plan Fees	More than 3 acres or proposed gross square footage of building space is more than 10,000 square feet	$200
Landscape Plan Fees		$50
Zoning Ordinance & Subdivision Regulations Text Amendment Fees	Amend written text	$250

Zoning Map Amendment Fees	Amend map	$300
Comprehensive Land Use Plan Amendment	Amend text or map	$300
Municipal Code Text Amendment Fee		$250
Sign Fees	Application to erect a sign.	$100
Sign Modification Without a Permit	Modification to a sign or installation of a sign prior to obtaining approval by the Town	$200
Sign Fees for Tenant Panel Addition or Modification to Tenant Panel on Existing Ground Mounted Sign		$50/panel
Home Occupation Fee		$50
~~Administrative Relief, Variance, and Special Exception~~ Board of Zoning Appeals - Special Exception, Use on Review, or Interpretation Request		$100
Board of Zoning Appeals - Variance Request		$300
Everett Road Corridor Fee		Ordinance 14-19

Parks & Leisure Services		Approved Fee
Facility		
Community Room/Board Room Rental		$20 per hour; $30 with kitchen
Picnic/Pavilions Rental	Essex (AP); Burnside (CSP)	$25 half day/ $40 full day
	Hartford & Saratoga (AP); Longstreet (CSP)	$45 half day/$80 full day
	McFee Small	$85 half day/$125 full day
	McFee Large	$95 half day/$145 full day
Athletic, Effective March 1, 2018	Fields (Diamond & Rectangular)	$20 per hour
	Fields (Artificial Turf)	$40 per hour
	Softball Fees	$325 per team
	Competitive, Recreational & Intermediate Volleyball Fees	$165 per team
	Open Volleyball Fees	$150 per team
Field Closed Non Compliant Fee		$100 per event
For-Profit/Park Usage Fee	Professional Photographers, For profit classes, Trainers, Etc.	$25 per hour
Tournament Usage Fee	Grass Field/Volleyball Complex	$85 half day/$150 full day
	Synthetic Turf Field	$170 half day/$300 full day
Concession/Vendor Fee	Per Vendor/All Weekend	$20 per day
Special Event Park Use Fee - Founders Park Only		$200 per 4 hours; $50 per hour for each additional hour

AGENDA NUMBER VI. A. 1. **MEETING DATE** **JUNE 13, 2019**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: David Smoak, Town Administrator

SUBJECT: Ordinance 19-22, on second and final reading, to adopt the annual General Fund, State Street Aid Fund, Capital Investment Fund, Equipment Replacement Fund and Insurance Fund budgets of the Town of Farragut, Tennessee for the fiscal year beginning July 1, 2019 and ending June 30, 2020

INTRODUCTION: The purpose of this agenda item is to approve Ordinance 19-22, on second and final reading, adopting the annual budget for the fiscal year beginning July 1, 2019 and ending June 30, 2020.

BACKGROUND: The annual budget for the Town of Farragut must be approved prior to July 1, which is the start of the fiscal year for our community. The budget is also required to be balanced and remitted to the State of Tennessee Comptroller for review once it has been approved by the Board of Mayor and Aldermen (BMA). Since February, the Town has had several workshops to review each of the funds that will be approved as part of the FY2020 budget: General Fund, Capital Investment Fund, State Street Aid Fund, Equipment Replacement, and Insurance Fund.

DISCUSSION: The proposed FY2020 General Fund budget is balanced and maintains all of the Town's current service levels. The following are changes that have been made from first to second reading:

General Fund

Increases in Expenditures

- $5,000-Splash Pad feature replacement
- $80,000-The new building codes software will not be invoiced to the Town until the new fiscal year. This will reduce the current estimated expenditure in FY19 and increase the expenditures in FY20.
- $14,500-Street sweeping increased cost

Increase in Revenues

- $80,355-Increase due to the building permit revenues to date

No changes were made to any of the other funds.

Attached are the summary pages of each fund and Ordinance 19-22 for the Board's review.

RECOMMENDATION BY: Town Administrator David Smoak for approval.

PROPOSED MOTION: To approve Ordinance 19-22, on second and final reading, to adopt the annual budget for the Town of Farragut, Tennessee for the fiscal year beginning July 1, 2019 and ending June 30, 2020.

BOARD ACTION:

MOTION BY:__________ **SECONDED BY:**__________

VOTE/TOTAL	WILLIAMS	BURNETTE	PINCHOK	POVLIN	MEYER

General Fund

	FY2016-17 Actual	FY2017-18 Actual	FY2018-19 Budget	FY2018-19 Estimated	FY2019-20 Proposed
BEGINNING FUND BALANCE	**11,537,364**	**14,374,850**	**16,999,177**	**16,999,177**	**19,330,170**
	FY2016-17	**FY2017-18**	**FY2018-19**	**FY2018-19**	**FY2019-20**
REVENUE	**Actual**	**Actual**	**Budget**	**Estimated**	**Proposed**
Local Sales Tax	6,082,516	6,774,339	6,180,000	6,600,484	6,365,400
State Sales Tax	1,865,295	1,925,266	1,800,000	1,936,342	1,900,000
Hall Income Tax	1,143,490	1,091,836	400,000	955,913	400,000
Wholesale Beer, Liquor & Mixed D	1,408,064	1,384,611	1,165,000	1,257,122	1,150,000
Intergovernmental	699,002	703,310	651,400	713,524	650,000
Building Permits & Licenses	504,748	675,150	354,700	551,355	367,200
Recreation Fees	182,629	216,874	162,500	192,400	209,500
Traffic Enforcement Program & Fi	77,912	62,881	50,200	115,849	50,200
Rent	67,316	121,820	91,720	64,458	155,972
Miscellaneous	86,869	217,201	63,800	267,680	103,800
Total Revenue	**12,117,841**	**13,173,288**	**10,919,320**	**12,655,127**	**11,352,072**
	FY2016-17	**FY2017-18**	**FY2018-19**	**FY2018-19**	**FY2019-20**
EXPENDITURES	**Actual**	**Actual**	**Budget**	**Estimated**	**Proposed**
Legislative	58,413	43,269	55,700	46,151	57,450
Town Court	53,046	57,426	67,614	48,545	54,570
Administration	677,138	627,964	697,050	680,680	719,591
Human Resources	176,452	301,861	201,062	195,348	225,885
Information Technology	299,996	323,646	469,258	373,169	453,374
Engineering	613,348	618,771	733,070	683,120	681,702
Community Development	699,429	745,349	913,098	823,420	955,507
General Government	165,185	159,816	202,850	187,716	279,850
Parks & Recreation	963,880	1,018,879	1,154,512	1,112,759	1,179,891
Public Works	1,656,697	1,730,895	1,902,037	1,807,677	1,931,960
Non-Departmental	458,560	417,285	481,500	411,799	457,400
Community Center	0	0	0	72,000	312,008
Economic Development	109,958	153,800	134,000	131,750	127,000
Total Expenditures	**5,932,102**	**6,198,961**	**7,011,751**	**6,574,134**	**7,436,187**
Revenue over (under) expenditure	6,185,739	6,974,327	3,907,569	6,080,993	3,915,885
Total Transfers In	0	0	0	0	0
Total transfers out	-3,348,253	-4,350,000	-3,750,000	-3,750,000	-7,575,000
Assigned Fund Balance	104,817	0	0	0	0
Unassigned Fund Balance	14,270,033	16,999,177	17,156,746	19,330,170	15,671,055
ENDING BALANCE	**14,374,850**	**16,999,177**	**17,156,746**	**19,330,170**	**15,671,055**
30% of Expenditure	1,779,631	1,859,688	2,103,525	1,972,240	2,230,856
AVAILABLE FUND BALANCE	**12,490,402**	**15,139,489**	**15,053,221**	**17,357,930**	**13,440,199**

State Street Aid-121

	2016-2017 Actual	2017-2018 Actual	2018-2019 Budget	2018-2019 Estimated	2019-2020 Proposed
Beginning Balance	**1,094,149**	**1,438,059**	**1,790,415**	**1,790,415**	**1,228,415**
Revenues					
State Gasoline & Motor Fuel	624,491	751,888	791,000	810,000	850,000
Interest Earnings	5,403	17,759	500	35,000	15,000
Revenue Total	**629,894**	**769,647**	**791,500**	**845,000**	**865,000**
Expenditures					
Street Maintenance	38,475	102,362	60,000	115,000	75,000
Resurfacing	299,447	466,983	1,354,624	1,320,000	650,000
Street Striping	26,848	34,761	45,000	45,000	50,000
Guardrails	12,325	0	15,000	5,000	15,000
Traffic Calming	0	7,931	18,000	7,000	25,000
Sidewalks/Greenways	2,142	5,254	50,000	15,000	50,000
Expenditure Total	**379,237**	**617,291**	**1,542,624**	**1,507,000**	**865,000**
Other Funding Sources					
Transfer from General Fund	93,253	200,000	100,000	100,000	0
Total Transfers in	**93,253**	**200,000**	**100,000**	**100,000**	**0**
Revenue over (under) expenditures	343,910	352,356	-651,124	-562,000	0
Ending Balance	**1,438,059**	**1,790,415**	**1,139,291**	**1,228,415**	**1,228,415**

Account #	PROJECTS BY DEPARTMENT	Capital Investment Program-310					
	Beginning Balance	11,046,347	4,450,347	5,654,347	6,209,347	6,944,347	
	General Government Projects	**FY2020**	**FY2021**	**FY2022**	**FY2023**	**FY2024**	**Total**
43990	Land Acquisition	0	300,000	300,000	300,000	300,000	**1,200,000**
43910-280	Pedestrian/Greenway Connectors	0	100,000	0	0	100,000	**200,000**
43910-930	Smith Road Sidewalk	650,000	0	0	0	0	**650,000**
43910-940	Little Turkey Creek Greenway	130,000	0	300,000	0	0	**430,000**
44300-900	Community Center	425,000					**425,000**
43400-900	Campbell Station Wall	200,000					**200,000**
46230-920	Campbell Station Inn Improvements	0	250,000		0	0	**250,000**
	General Government Projects Total	**1,405,000**	**650,000**	**600,000**	**300,000**	**400,000**	**3,355,000**
	Parks	**FY2020**	**FY2021**	**FY2022**	**FY2023**	**FY2024**	**Total**
43934	McFee Park Expansion	8,000,000	0	0	0	0	**8,000,000**
43939-912	MBLP Improvements (turf fields)	0	0	0	500,000	0	**500,000**
43939-904	Anchor Park Fence	0	0	0	150,000	0	**150,000**
	Anchor Park Basketball Resurfacing & ADA Access/Parking	0	0	0	0	40,000	**40,000**
	Anchor Park Playground	0	0	0	0	415,000	**415,000**
43939-900	MBLP Boardwalk/Overlook Replacement	0	0	0	50,000	0	**50,000**
	Parks Total	**8,000,000**	**0**	**0**	**700,000**	**455,000**	**9,155,000**
	Engineering Projects	**FY2020**	**FY2021**	**FY2022**	**FY2023**	**FY2024**	**Total**
43150-480	Stormwater Improvements	750,000	100,000	100,000	100,000	100,000	**1,150,000**
43720	Union Road Improvements	500,000	0	3,520,000	0	0	**4,020,000**
43985-900	Signal System Upgrade (CMAQ)	6,710,000	0	0	0	0	**6,710,000**
43984	Virtue Road-Phase I (KP-Harville)	3,900,000	0	0	0	0	**3,900,000**
43980	Virtue Road-Phase II (Harville-Turkey Creek)	0	330,000	305,000	925,000	5,400,000	**6,960,000**
	Jamestowne Blvd Study	80,000	0	0	0	0	**80,000**
	Engineering Total	**11,940,000**	**430,000**	**3,925,000**	**1,025,000**	**5,500,000**	**22,820,000**
	CIP Expenditure Total	**21,345,000**	**1,080,000**	**4,525,000**	**2,025,000**	**6,355,000**	**35,330,000**

	Funding Sources	FY2020	FY2021	FY2022	FY2023	FY2024	Total
	L-STBG Funding (Jamestowne Blvd)	64,000	0	0	0	0	**64,000**
	L-STBG Funding (Virtue Road)	0	264,000	244,000	740,000	4,320,000	**5,568,000**
	L-STBG Funding (Union Road)	400,000	0	2,816,000			**3,216,000**
	CMAQ Funding	6,610,000	0	0	0	0	**6,610,000**
	LPRF Grant (Anchor Park)	325,000	0	0	0	0	**325,000**
33220	Interest Earnings	100,000	20,000	20,000	20,000	20,000	**180,000**
	Transfer from General Fund	7,250,000	2,000,000	2,000,000	2,000,000	2,000,000	**15,250,000**
	Greenway Connector Reserves	300,000	0	0	0	0	**300,000**
	Land Acquisition Reserves	1,300,000	0	0	0	0	**1,300,000**
	CIP Reserves	4,996,000	0	0	0	15,000	**5,011,000**
	Funding Total	**21,345,000**	**2,284,000**	**5,080,000**	**2,760,000**	**6,355,000**	**37,824,000**
	Total CIP Funding Sources	21,345,000	2,284,000	5,080,000	2,760,000	6,355,000	**37,824,000**
	Total CIP Expenditures	21,345,000	1,080,000	4,525,000	2,025,000	6,355,000	**35,330,000**
	Revenue over (under) expenditures	**0**	**1,204,000**	**555,000**	**735,000**	**0**	
	Ending Balance	**4,450,347**	**5,654,347**	**6,209,347**	**6,944,347**	**6,929,347**	
	Assigned Fund Balance						
	Greenway Connectors	58,890	58,890	158,890	158,890	158,890	
	Land Acquisition	358,072	358,072	658,072	958,072	1,258,072	
	Stormwater Projects	0	750,000	850,000	950,000	1,050,000	
	Outstanding Projects	3,090,966	3,090,966	3,090,966	3,090,966	3,090,966	
	Total Assigned Balance	**3,507,928**	**4,257,928**	**4,757,928**	**5,157,928**	**5,557,928**	
	Available Fund Balance	**942,419**	**1,396,419**	**1,451,419**	**1,786,419**	**1,371,419**	

Equipment Replacement Fund-314

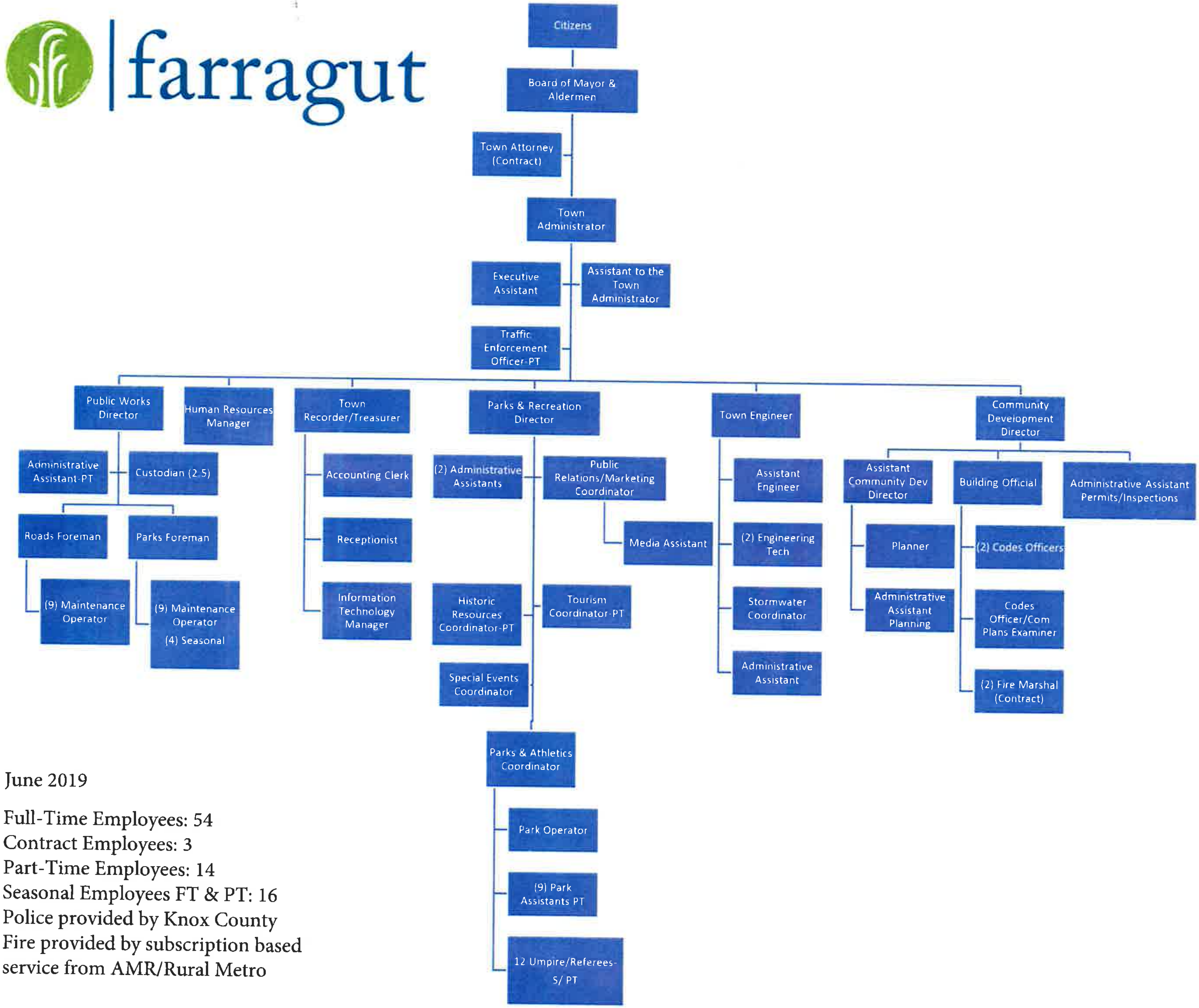
	FY2016-17 Actual	FY2017-18 Actual	FY2018-19 Budget	FY2018-19 Estimate	FY2019-20 Proposed
Beginning Balance	**647,153**	**751,978**	**791,926**	**791,926**	**907,254**
Revenues					
Interest	3,301	8,546	3,000	16,500	8,000
Sale of equipment Proceeds	62,084	25,243	0	5,978	0
Total Revenues	**65,385**	**33,789**	**3,000**	**22,478**	**8,000**
Other Funding Sources					
Transfer from General Fund	150,000	150,000	150,000	150,000	175,000
Total Other Funding Sources	**150,000**	**150,000**	**150,000**	**150,000**	**175,000**
Expenditures					
Major Equipment	110,560	143,841	62,000	57,150	192,000
Total Expenditures	**110,560**	**143,841**	**62,000**	**57,150**	**192,000**
Revenue over (under) expenditures	104,825	39,948	91,000	115,328	-9,000
Ending Balance	**751,978**	**791,926**	**882,926**	**907,254**	**898,254**

ADA Capital Projects-312

		2019-2020 Requested
	Beginning Balance	**0**
	Revenues	
36190	Interest Earnings	1,500
	Revenue Total	**1,500**
42900	**Expenditures**	
929	Improvements	150,000
	Expenditure Total	**150,000**
51600	**Transfer to other funds**	
767	State Street Aid	0
771	Capital Fund	0
	Total Transfers out	**0**
	Other Funding Sources	
36961	Transfer from General Fund	150,000
	Total Transfers in	**150,000**
	Revenue over (under) expenditures	1,500
	Ending Balance	**1,500**

Insurance Fund-611

	FY2015-16 Actual	FY2016-17 Actual	FY2017-18 Actual	FY2018-19 Estimated	FY2019-20 Proposed
Beginning Balance	**99,667**	**99,900**	**100,416**	**100,416**	**101,016**
Revenues					
Interest	233	516	1,100	600	600
Total Revenues	**233**	**516**	**1,100**	**600**	**600**
Other Funding Sources					
Transfer from General Fund	0	0	0	0	0
Transfer to General Fund	0	0	0	0	0
Total Other Funding Sources	**0**	**0**	**0**	**0**	**0**
Expenditures					
Retirement Benefit	0	0	0	0	0
Total Expenditures	**0**	**0**	**0**	**0**	**0**
Ending Balance	**99,900**	**100,416**	**101,516**	**101,016**	**101,616**



June 2019

Full-Time Employees: 54
Contract Employees: 3
Part-Time Employees: 14
Seasonal Employees FT & PT: 16
Police provided by Knox County
Fire provided by subscription based service from AMR/Rural Metro

ORDINANCE	19-22
PREPARED BY	Myers
1^{ST} READING	May 23, 2019
2^{nd} READING	June 13, 2019
PUBLISHED IN	Shopper News Farragut
DATE	

AN ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020.

WHEREAS, Tennessee Code Annotated § 9-1-116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and

WHEREAS, the Board of Mayor and Aldermen has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the Board will consider final passage of the budget.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF FARRAGUT, TENNESSEE AS FOLLOWS:

SECTION 1: That the governing body projects anticipated revenues from all sources and appropriates planned expenditures for each department, board, office or other agency of the municipality, herein presented together with the actual annual receipts and expenditures of the last preceding fiscal year and the estimated annual expenditures for the current fiscal year, and from those revenues and unexpended and unencumbered funds as follows for fiscal year 2020, and including the projected ending balances for the budget year, the actual ending balances for the most recent ended fiscal year and the estimated ending balances for the current fiscal years:

GENERAL FUND	Actual FY 2018	Estimated Actual FY 2019	Budget FY 2020
Cash Receipts			
Local Taxes	$ 6,774,339	$ 6,600,484	$ 6,365,400
State Sales Tax	1,925,266	1,936,342	1,900,000
Hall Income Tax	1,091,836	955,913	400,000
Wholesale Beer, Liquor & Mixed Drink	1,384,611	1,257,122	1,150,000
Intergovernmental	703,310	713,524	650,000
Building Permits & Licenses	675,150	551,355	367,200
Recreation Fees	216,874	192,400	209,500
Traffic Enforcement Program & Fines	62,881	115,849	50,200
Rent	121,820	64,458	155,972
Miscellaneous	217,201	267,680	103,800
Transfers In - from other funds	-	-	-
Total Cash Receipts	**$ 13,173,288**	**$ 12,655,127**	**$ 11,352,072**
Appropriations			
Legislative	$ 43,269	$ 46,151	$ 57,450
Town Court	57,426	48,545	54,570
Administration	627,964	680,680	719,590
Human Resources	301,861	195,348	225,885
Information Technology	323,646	373,169	453,374
Engineering	618,771	683,120	681,702
Community Development	745,349	823,420	955,507
General Government	159,816	187,716	279,850
Parks& Recreation	1,018,879	1,112,759	1,179,891
Public Works	1,730,895	1,807,677	1,931,960
Non-Departmental	417,285	411,799	457,400
Community Center	-	72,000	312,008
Economic Development	153,800	131,750	127,000
Transfers Out - to other funds	4,350,000	3,750,000	7,575,000
Total Appropriations	$ 10,548,961	$ 10,324,134	$ 15,011,187
Change in Cash (Receipts - Appropriations)	**2,624,327**	**2,330,993**	**3,915,885**
Beginning Cash Balance July 1	14,374,850	16,999,177	19,330,170
Ending Cash Balance June 30	**$ 16,999,177**	**$ 19,330,170**	**$ 23,246,055**
30%of Expenditures	**$ 1,859,688**	**$ 1,999,240**	**$ 2,201,006**
Available Fund Balance	**$ 15,139,489**	**$ 17,330,930**	**$ 21,045,049**
Ending Cash as a % of Total Cash Payments/Appropriations	143.5%	167.9%	140.2%

STATE STREET AID FUND	Actual FY 2018	Estimated Actual FY 2019	Budget FY 2020
Cash Receipts			
State Gas and Motor Fuel Taxes	$ 751,888	$ 810,000	$ 850,000
Interest	17,759	35,000	15,000
Transfers In - from other funds	200,000	100,000	-
Total Cash Receipts	$ 969,647	$ 945,000	$ 865,000
Appropriations			
Street Maintenance	$ 617,291	$ 1,507,000	$ 865,000
Total Appropriations	$ 617,291	$ 1,507,000	$ 865,000
Change in Cash (Receipts - Appropriations)	**352,356**	**(562,000)**	**-**
Beginning Cash Balance July 1	1,438,059	1,790,415	1,228,415
Ending Cash Balance June 30	**$ 1,790,415**	**$ 1,228,415**	**$ 1,228,415**
Ending Cash as a % of Total Cash Payments/Appropriations	290.0%	81.5%	142.0%

Equipment Fund	Actual FY 2018	Estimated Actual FY 2019	Budget FY 2020
Cash Receipts			
Interest	$ 8,546	$ 16,500	$ 8,000
Sale of Equipment Proceeds	25,243	5,978	-
Transfers from General Fund	150,000	150,000	175,000
Total Cash Receipts	$ 183,789	$ 172,478	$ 183,000
Appropriations			
Major Equipment	$ 143,841	$ 57,150	$ 192,000
Total Appropriations	$ 143,841	$ 57,150	$ 192,000
Change in Cash (Receipts - Appropriations)	**39,948**	**115,328**	**(9,000)**
Beginning Cash Balance July 1	751,978	791,926	907,254
Ending Cash Balance June 30	**$ 791,926**	**$ 907,254**	**$ 898,254**
Ending Cash as a % of Total Cash Payments/Appropriations	550.6%	1587.5%	467.8%

Insurance Fund	Actual FY 2018	Estimated Actual FY 2019	Budget FY 2020
Cash Receipts			
Interest	$ 1,100	$ 600	$ 600
Total Cash Receipts	$ 1,100	$ 600	$ 600
Appropriations			
Retirement Benefit	$ -	$ -	$ -
Total Appropriations	$ -	$ -	$ -
Change in Cash (Receipts - Appropriations)	**1,100**	**600**	**600**
Beginning Cash Balance July 1	100,416	101,516	102,116
Ending Cash Balance June 30	**$ 101,516**	**$ 102,116**	**$ 102,716**

ADA Project Fund	Actual FY 2018	Estimated Actual FY 2019	Budget FY 2020
Cash Receipts			
Interest	$ -	$ -	$ 1,500
Transfer in from General Fund	-	-	150,000
Total Cash Receipts	$ -	$ -	$ 151,500
Appropriations			
Improvements	$ -	$ -	$ 150,000
Total Appropriations	$ -	$ -	$ 150,000
Change in Cash (Receipts - Appropriations)	-	-	**1,500**
Beginning Cash Balance July 1	-	-	-
Ending Cash Balance June 30	$ -	$ -	$ **1,500**

SECTION 2: At the end of the fiscal year 2019, the governing body estimates fund balances or deficits as follows:

Fund		Estimated Fund Balance at June 30, 2019
General Fund	$	19,330,170
State Street Aid Fund	$	1,228,415
Capital Investment Program	$	11,046,347
Equipment Fund	$	907,254
ADA Project Fund	$	-
Insurance Fund	$	102,116

SECTION 3: That the governing body herein certifies that the condition of its sinking funds, if applicable, are compliant pursuant to its bond covenants, and recognizes that the municipality has outstanding bonded and other indebtedness as follows:

Bonded or Other Indebtedness	Debt Authorized and Unissued	Outstanding at June 30, 2019	Principal Payment	Interest Payment
Bonds -	$0	$0	$0	$0

SECTION 4: During the coming fiscal year (2020) the governing body has pending and planned capital projects with proposed funding as follows:

Pending Capital Projects	Pending Capital Projects - Total Expense	Pending Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Pending Capital Projects Expense Financed by Debt Proceeds
Smith Road Sidewalk	$ 650,000.00	$ 650,000.00	$ 0
Little Turkey Creek Greenway	$ 130,000.00	$ 130,000.00	$ 0
Community Center	$ 425,000.00	$ 425,000.00	$ 0
Campbell Station Wall	$ 200,000.00	$ 200,000.00	$ 0
McFee Park Expansion	$ 8,000,000.00	$ 8,000,000.00	$ 0
Stormwater Improvements	$ 750,000.00	$ 750,000.00	$ 0
Union Road	$ 500,000.00	$ 500,000.00	$ 0
Signal System Upgrade	$ 6,710,000.00	$ 6,710,000.00	$ 0
Virtue Road-Phase I	$ 3,900,000.00	$ 3,900,000.00	$ 0
Jamestowne Blvd Study	$ 80,000.00	$ 80,000.00	$ 0

Proposed Future Capital Projects	Proposed Future Capital Projects - Total Expense	Proposed Future Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Proposed Future Capital Projects Expense Financed by Debt Proceeds
Land Acquisition	$ 300,000.00	$ 300,000.00	$ 0
Pedestrian/Greenway Connectors	$ 100,000.00	$ 100,000.00	$ 0
Little Turkey Creek	$ 300,000.00	$ 300,000.00	$ 0
Campbell Station Inn Improvements	$ 250,000.00	$ 250,000.00	$ 0
MBLP Turf Improvements	$ 500,000.00	$ 500,000.00	$ 0
Anchor Park Fence	$ 150,000.00	$ 150,000.00	$ 0
Anchor Park Basketball Resurfacing	$ 40,000.00	$ 40,000.00	$ 0
Anchor Park Playground	$ 415,000.00	$ 415,000.00	$ 0
MBLP Boardwalk Replacement	$ 50,000.00	$ 50,000.00	$ 0
Stormwater Improvements	$ 100,000.00	$ 100,000.00	$ 0
Union Road	$ 3,520,000.00	$ 3,520,000.00	$ 0
Virtue Road-Phase II	$ 330,000.00	$ 330,000.00	$ 0

SECTION 5: No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 (TCA § 6-56-208). In addition, no appropriation may be made in excess of available funds except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Tennessee Code Annotated § 6-56-205.

SECTION 6: Money may be transferred from one appropriation to another in the same fund, subject to such limitations and procedures as set by the Board of Mayor and Aldermen pursuant to Tennessee Code Annotated § 6-56-209. Any resulting transfers shall be reported to the governing body at its next regular meeting and entered into the minutes.

SECTION 7: A detailed financial plan will be attached to this budget and become part of this budget ordinance. In addition, the published operating budget and budgetary comparisons shown by fund with beginning and ending fund balances and the number of full time equivalent employees required by Tennessee Code Annotated § 6-56-206 will be attached.

SECTION89: This annual operating and capital budget ordinance and supporting documents shall be submitted to the Comptroller of the Treasury or Comptroller's Designee for approval if the Town has debt issued pursuant to Title 9, Chapter 21 of the Tennessee Code Annotated within fifteen (15) days of its adoption. This budget shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller's Designee in accordance with Title 9, Chapter 21 of the Tennessee Code Annotated (the "Statutes".) If the Comptroller of the Treasury or Comptroller's Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes or as directed by the Comptroller of the Treasury or Comptroller's Designee. If the Town does not have such debt outstanding, it will file this annual operating and capital budget ordinance and supporting documents with the Comptroller of the Treasury or Comptroller's Designee.

SECTION 9: All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

SECTION 10: All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.

SECTION 11: This ordinance shall take effect July 1, 2019, the public welfare requiring it.

____

Ron Williams, Mayor

____

Allison Myers, Town Recorder

AGENDA NUMBER VI.B.1. MEETING DATE **June 13, 2019**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Ordinance 19-19, an ordinance on first reading to amend Chapter 2. Definitions, to remove reference to clustered housing units in the definition of house trailer and amending Chapter 3. Specific District Regulations, Sections XI., XII., XV., and XXVIII., to remove references, as applicable, to group housing facilities, elderly housing, group housing, and elderly and group housing

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INTRODUCTION AND BACKGROUND: This item involves the deletion of obsolete terms or uses in the Farragut Zoning Ordinance and is essentially a "housekeeping" item. The affected sections include the following:

1. Chapter 2. Definitions – the term "House trailer" includes a reference to "Clustered Housing Units;"
2. Chapter 3. Specific District Regulations – Section XI. Multi-family residential district (R-6) refers to "group housing facilities" under the General Description subsection;
3. Chapter 3. Specific District Regulations – Section XII. General commercial district (C-1) includes, under the permitted uses, "17. Elderly housing as regulated in Chapter 4;"
4. Chapter 3. Specific District Regulations – Section XV. Regional commercial district (C-2) includes, under the permitted uses, "18. Group housing as regulated in Chapter 4;"
5. Chapter 3. Specific District Regulations – Section XXVIII. Open space multi-family residential overlay (OSMFR) includes, under the permitted uses, "3. Elderly and group housing as regulated in Chapter 4."

RECOMMENDATION: At their meeting on April 18, 2019, the Planning Commission unanimously recommended approval of Ordinance 19-19. Community Development Director, Mark Shipley, also recommends approval of Ordinance 19-19 on first reading.

PROPOSED MOTION: To approve Ordinance 19-19 on first reading.

BOARD ACTION:

MOTION BY:__________________ **SECONDED BY:**__________________

VOTE/TOTAL	WILLIAMS	MEYER	PINCHOK	POVLIN	BURNETTE
YES					
NO					
ABSTAIN					

ORDINANCE:	**19-19**
PREPARED BY:	**Shipley**
REQUESTED BY:	**Staff**
CERTIFIED BY FMPC:	**April 18, 2019**
PUBLIC HEARING:	______________
PUBLISHED IN:	______________
DATE:	______________
1ST READING:	______________
2ND READING:	______________
PUBLISHED IN:	______________
DATE:	______________

AN ORDINANCE TO AMEND THE TEXT OF THE FARRAGUT ZONING ORDINANCE, ORDINANCE 86-16, AS AMENDED, PURSUANT TO AUTHORITY GRANTED BY SECTION 13-4-201, TENNESSEE CODE ANNOTATED, BY AMENDING CHAPTER 2. DEFINITIONS, TO REMOVE REFERENCE TO CLUSTERED HOUSING UNITS IN THE DEFINTION OF HOUSE TRAILER AND AMENDING CHAPTER 3. SPECIFIC DISTRICT REGULATIONS, SECTIONS XI., XII., XV., AND XXVIII., TO REMOVE REFERENCES, AS APPLICABLE, TO GROUP HOUSING FACILITIES, ELDERLY HOUSING, GROUP HOUSING, AND ELDERLY AND GROUP HOUSING

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend Chapter 4, General Provisions and Exceptions, of the Farragut Zoning Ordinance, Ordinance 86-16,

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

SECTION 1.

The Farragut Zoning Ordinance, Chapter 2, Definitions, is amended by deleting reference to "clustered housing units" as part of the definition of "House trailer."

SECTION 2.

The Farragut Zoning Ordinance, Chapter 3, Specific District Regulations, Section XI. Multi-family residential district (R-6) is amended by deleting reference to "group housing facilities" under the General Description subsection.

SECTION 3.

The Farragut Zoning Ordinance, Chapter 3, Specific District Regulations, Section XII. General commercial district (C-1) is amended by deleting, under the permitted uses, "17. Elderly housing as regulated in Chapter 4."

SECTION 4.

The Farragut Zoning Ordinance, Chapter 3, Specific District Regulations, Section XV. Regional commercial district (C-2) is amended by deleting, under the permitted uses, "18. Group housing as regulated in Chapter 4."

SECTION 5.

The Farragut Zoning Ordinance, Chapter 3, Specific District Regulations, Section XXVIII. Open space multi-family residential overlay (OSMFR) is amended by deleting, under the permitted uses, "3. Elderly and group housing as regulated in Chapter 4."

SECTION 6.

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 ___________, 2019, with approval recommended.

Rita Holladay
Rita Holladay, Chairman

Edwin K. Whiting
Edwin K. Whiting, Secretary

FARRAGUT MUNICIPAL PLANNING COMMISSION

RESOLUTION PC-19-04

FARRAGUT MUNICIPAL PLANNING COMMISSION

A RESOLUTION TO AMEND THE TEXT OF THE FARRAGUT ZONING ORDINANCE, ORDINANCE 86-16, AS AMENDED, PURSUANT TO AUTHORITY GRANTED BY SECTION 13-4-201, TENNESSEE CODE ANNOTATED, BY AMENDING CHAPTER 2. DEFINITIONS, TO REMOVE REFERENCE TO CLUSTERED HOUSING UNITS IN THE DEFINTION OF HOUSE TRAILER AND AMENDING CHAPTER 3. SPECIFIC DISTRICT REGULATIONS, SECTIONS XI., XII., XV., AND XXVIII., TO REMOVE REFERENCES, AS APPLICABLE, TO GROUP HOUSING FACILITIES, ELDERLY HOUSING, GROUP HOUSING, AND ELDERLY AND GROUP HOUSING

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 April 18, 2019;

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 19-19.

ADOPTED this 18th day of April 2019.

Rita Holladay

Rita Holladay, Chairman

Edwin K. Whiting, Secretary

AGENDA NUMBER VI. B. 2 **MEETING DATE** **June 13, 2019**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Ordinance 19-20, an ordinance on first reading to amend Chapter 2., Definitions, to provide for a definition for short term rental unit, bed & breakfast, permitted use, prohibited use, and to modify the definition of family; and Chapter 4., Sections IV., X., and XIV. to clarify permitted and prohibited use, prohibit short term rentals, provide regulations to address grandfathered short-term rentals, and further address the use and development of lots and parcels

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INTRODUCTION AND BACKGROUND: The topic of short-term rentals has been a frequent discussion item in many communities and in May of 2018 the State of Tennessee passed the Short-Term Rental Unit Act which provides guidelines and regulations surrounding the general use of short-term rentals. The Act also establishes protections for pre-existing grandfathered units.

During the Board of Mayor and Alderman's strategic planning session in January 2019, the topic of addressing short term rentals was discussed. The Board requested that staff provide policy recommendations that would prohibit the use of short-term rentals.

On March 21, 2019, staff presented an overview of short-term rentals to the Planning Commission. Some information covered included how short-term rentals are defined, grandfathering, usage and permitting considerations, and possible avenues of regulation and/or prohibition. During the discussion, Planning Commissioners expressed the desire to prohibit the use of short-term rentals and, similar to the Board of Mayor and Alderman, asked staff to pursue language that would accomplish this objective.

DISCUSSION: Included in your packets is a copy of Ordinance 19-20 which, for clarification and regulatory purposes, provides for a definition of "Short term rental unit," "Bed and breakfast," "Permitted use," and "Prohibited use." The term "Family" is also clarified to exclude a short-term rental unit.

Ordinance 19-20 provides for a prohibition of short-term rental units and refers grandfathered units to the applicable provisions of State law. The Ordinance also clarifies how permitted uses are applied.

RECOMMENDATION: At their meeting on May 18, 2019, the Planning Commission unanimously recommended approval of Ordinance 19-20. Community Development Director, Mark Shipley, also recommends approval of Ordinance 19-20 on first reading.

PROPOSED MOTION: To approve Ordinance 19-20 on first reading.

BOARD ACTION:

MOTION BY:____________________ **SECONDED BY:**____________________

VOTE/TOTAL	WILLIAMS	MEYER	PINCHOK	POVLIN	BURNETTE
YES					
NO					
ABSTAIN					

ORDINANCE: **19-20**
PREPARED BY: **Vermilyea**
REQUESTED BY: **Board of Mayor and Alderman**
CERTIFIED BY FMPC:
PUBLIC HEARING: ____________________
PUBLISHED IN: ____________________
DATE: ____________________
1ST READING: ____________________
2ND READING: ____________________
PUBLISHED IN: ____________________
DATE: ____________________

AN ORDINANCE TO AMEND THE TEXT OF THE FARRAGUT ZONING ORDINANCE, ORDINANCE 86-16, AS AMENDED, PURSUANT TO AUTHORITY GRANTED BY SECTION 13-4-201, TENNESSEE CODE ANNOTATED, BY AMENDING CHAPTER 2., DEFINITIONS, TO PROVIDE FOR A DEFINITION FOR SHORT TERM RENTAL UNIT, BED & BREAKFAST, PERMITED USE, PROHIBITED USE, AND TO MODIFY THE DEFINITION OF FAMILY; AND CHAPTER 4., SECTIONS IV. X., AND XIV. TO CLARIFY PERMITTED AND PROHIBITED USE, PROHIBIT SHORT TERM RENTALS, PROVIDE REGULATIONS TO ADDRESS GRANDFATHERED SHORT TERM RENTALS, AND FURTHER ADDRESS THE USE AND DEVELOMENT OF LOTS AND PARCELS.

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend Chapter 2., Definitions; Chapter 4., Section IV., Measurements of Setbacks, Open Space, Visibility Triangle, Use of Lots and Access Points; Chapter 4., Section X., Reserved; and Chapter 4., Section XIV., Lots or Parcels.

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

SECTION 1.

The Farragut Zoning Ordinance, Chapter 2., Definitions, is amended by inserting "Short-term rental unit," "Bed & Breakfast," "Permitted Use," and "Prohibited Use" and defining them as follows:

Short Term Rental Unit: A residential dwelling unit that is rented wholly or partially for a fee for a period of less than thirty (30) continuous days and does not include a hotel (as defined in T.C.A 68-14-302 or this Ordinance) or a bed and breakfast establishment or a bed and breakfast homestay (as defined in T.C.A 68-14-502).

Bed and breakfast: a private home, inn or other unique residential facility offering bed and breakfast accommodations and one (1) daily meal and having less than four (4) guest rooms furnished for pay, with guests staying not more than fourteen (14) days, and where the innkeeper resides on the premises or property or immediately adjacent to it. Guest rooms shall be established and maintained distinct and separate from the innkeeper's quarters.

Permitted Use: A use listed and expressly allowed in a given zoning district and subject to the restrictions applicable to that zoning district.

Prohibited Use: A use that is not expressly permitted in a given zoning district.

SECTION 2.

The Farragut Zoning Ordinance, Chapter 2., Definitions, is amended by altering the definition of "Family" to read as follows:

Family: One or more persons occupying the same dwelling unit. A family shall be deemed to include domestic servants employed by said family. This definition shall not be deemed applicable to those persons occupying a boarding house, hotel, motel, club, rooming house, nursing home, and short term rental unit.

SECTION 3.

The Farragut Zoning Ordinance, Chapter 4., Section X., Reserved, is amended by altering the title from "Reserved" to "Short Term Rental Units", and inserting the following provisions:

A. Except as provided for in part B below, and in accordance with T.C.A. 13-7-601 thru 606, short term rental units, as defined in Chapter 2 of this Ordinance, shall be prohibited in all zoning districts within the Town.

B. Short term rentals recognized by the Town as legally operating prior to May 17, 2018 or the initial adoption of these requirements (Section X., Short Term Rentals) shall be afforded the protections of and be subject to the provisions of T.C.A 13-7-603(a).

SECTION 4.

The Farragut Zoning Ordinance, Chapter 4., Section IV., Measurements of Setbacks, Open Space, Use of Lots, Access Points and Visibility Triangle, is amended by adding "Permitted Uses and Zoning" to the title and inserting the following as a new subsection:

E. Zoning affects every lot, building, structure, and use. No building or structure shall be erected or altered, or shall any lot, building, structure, or premises be used for any purposes, other than a use expressly permitted in the district in which such lot, building, structure, or premises is located. No lot, building, structure, or premises shall be used so as to produce greater heights, smaller yards, less unoccupied area, or in any other manner contrary to the provisions of this ordinance.

SECTION 5.

The Farragut Zoning Ordinance, Chapter 4., Section XIV., Lots or Parcels, is amended by inserting the following as a new subsection:

E. No lot which is now or may in the future be built upon, shall be reduced in area so that the yards and other open spaces will be smaller than prescribed by this ordinance; and except as otherwise provided for by this ordinance no yard, court, or open space provided about any building for the purpose of complying with the provisions of this ordinance, shall be used as a yard, court, or other open space for any other building.

SECTION 6.

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 ___________, 2019, with approval recommended by the Farragut Municipal Planning Commission (FMPC).

Rita Holladay
Rita Holladay, Chairman

E K Whiting
Edwin K. Whiting, Secretary

RESOLUTION PC-19-05

FARRAGUT MUNICIPAL PLANNING COMMISSION

A RESOLUTION TO AMEND THE TEXT OF THE FARRAGUT ZONING ORDINANCE, ORDINANCE 86-16, AS AMENDED, PURSUANT TO AUTHORITY GRANTED BY SECTION 13-4-201, TENNESSEE CODE ANNOTATED, BY AMENDING CHAPTER 2., DEFINITIONS, TO PROVIDE FOR A DEFINITION FOR SHORT TERM RENTAL UNIT, BED & BREAKFAST, PERMITED USE, PROHIBITED USE, AND TO MODIFY THE DEFINITION OF FAMILY; AND CHAPTER 4., SECTIONS IV. X., AND XIV. TO CLARIFY PERMITTED AND PROHIBITED USE, PROHIBIT SHORT TERM RENTALS, PROVIDE REGULATIONS TO ADDRESS GRANDFATHERED SHORT TERM RENTALS, AND FURTHER ADDRESS THE USE AND DEVELOMENT OF LOTS AND PARCELS.

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 May 16, 2019;

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 19-20.

ADOPTED this 16th day of May 2019.

Rita Holladay

Rita Holladay, Chairman

Edwin K. Whiting

Edwin K. Whiting, Secretary

AGENDA NUMBER VI.B.3 **MEETING DATE** **June 13, 2019**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Bart Hose, Assistant Community Development Director and Mark Shipley, Community Development Director

SUBJECT: Ordinance 19-21, an ordinance on first reading to amend Chapter 3., Specific District Regulations, Section VII., Open Space Residential Overlay District (OSR), Subsection E., Part 5., Maximum Lot Coverage, to revise and clarify the calculation of total building area and total lot coverage.

INTRODUCTION: This item involves proposed changes to the "maximum lot coverage" provisions in the Open Space Residential Overlay (OSR) district. The proposed changes stem from a matter that recently came before the Board of Zoning Appeals and the interpretation of the formulas used to determine maximum building coverage (i.e. the area of a lot covered with roofed structures) and total lot coverage (i.e. that portion of a lot that is covered by any nonvegetative surface).

DISCUSSION: Specifically, the issue revolved around the use and interpretation of the term "total number of dwelling units in the development" in the formulas as noted below.

a. Total building area for each dwelling unit equals 75 percent of the gross land area multiplied by the maximum building coverage established in the base zone divided by the total number of dwelling units in the development.
b. Total lot coverage for each dwelling unit equals 75 percent of the gross land area multiplied by the maximum lot coverage established in the base zone divided by the total number of dwelling units in the development.

The intent here is to base each individual lot's coverage area on the overall size of the development and the total number of planned building lots in the development. Unfortunately, the current language can apparently be misconstrued and applied to mean only those dwelling units in existence at the time a building permit is filed. This interpretation results in a situation where the first homes (lots) built in a subdivision can claim a larger share of the total permitted coverage areas planned for the development as a whole.

Ordinance 19-21 addresses this issue by eliminating the use of the term "total number of dwelling units in the development" in the coverage formulas. As proposed, the new formulas will now refer to "all planned and approved/platted lots within the entire development".

The proposed amendment also attempts to further clarify the formula and the process involved in calculating both the maximum building coverage and maximum total coverage for individual lots within an OSR district development. Finally, the amendments provide additional flexibility with respect to the allocation of coverage areas between planned lots, and direction for dealing with situations where existing lots are combined and replatted.

The following is an example of how the maximum building and maximum total lot coverage calculations would work for a 200-lot subdivision on a 100-acre development site in the R-1/OSR district. The maximum building and total lot coverage values in the base R-1 zone are 25% and 35%, respectively. The example assumes equal apportionment of coverage areas between all lots.

Step 1. Calculate the total building coverage area and total lot coverage area for the entire development site area.

75 acres (75% of gross 100 ac. site area) x .25 (max building coverage in R-1 base zone) = 18.75 acres of total development building coverage area allowed.

75 acres (75% of gross 100 ac. site area) x .35 (max lot coverage in R-1 base zone) = 26.25 acres of total development lot coverage area allowed.

Step 2. Determine and allocate the maximum building and maximum total lot coverages for each planned lot based on the development area totals calculated in step 1.

18.75 acres of total development building coverage area divided by a total of 200 planned house/building lots = .094 acres (4,094 square feet) of maximum building coverage on each lot within the development.

26.25 acres of total development lot coverage area divided by a total of 200 planned house/building lots = .131 acres (5,706 square feet) of maximum total lot coverage on each lot within the development.

Future Replat Scenario. If two of the lots in the above example were later replatted and combined under the 50% increase rule (see part d of the proposed ordinance), the new larger lot would see its maximum building coverage increase to .141 acres or 6,141 square feet, and its maximum total lot coverage increase to .197 acres or 8,559 square feet.

RECOMMENDATION: At their meeting on May 18, 2019, the Planning Commission unanimously recommended approval of Ordinance 19-21. Community Development Director, Mark Shipley, also recommends approval of Ordinance 19-21 on first reading.

PROPOSED MOTION: To approve Ordinance 19-21 on first reading.

BOARD ACTION:

MOTION BY:____________________________ **SECONDED BY:**__________________________

VOTE/TOTAL	WILLIAMS	MEYER	PINCHOK	POVLIN	BURNETTE
YES					
NO					
ABSTAIN					

ORDINANCE:	**19-21**
PREPARED BY:	**Hose**
REQUESTED BY:	**Staff**
CERTIFIED BY FMPC:	**May 16, 2019**
PUBLIC HEARING:	________________
PUBLISHED IN:	________________
DATE:	________________
1ST READING:	________________
2ND READING:	________________
PUBLISHED IN:	________________
DATE:	________________

AN ORDINANCE TO AMEND THE TEXT OF THE FARRAGUT ZONING ORDINANCE, ORDINANCE 86-16, AS AMENDED, PURSUANT TO AUTHORITY GRANTED BY SECTION 13-4-201, <u>TENNESSEE CODE ANNOTATED</u>, BY AMENDING CHAPTER 3., SPECIFIC DISTRICT REGULATIONS, SECTION VII., OPEN SPACE RESIDENTIAL OVERLAY DISTRICT (OSR), SUBSECTION E., PART 5., MAXIMUM LOT COVERAGE, TO REVISE AND CLARIFY THE CALCULATION OF TOTAL BUILDING AREA AND TOTAL LOT COVERAGE.

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend Chapter 3, Specific District Regulations, of the Farragut Zoning Ordinance, Ordinance 86-16,

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

SECTION 1.

The Farragut Zoning Ordinance, Chapter 3., Section VII., Open Space Residential Overlay District, Subsection E., Area Regulations, Part 5., Maximum Lot Coverage, is amended by deleting it in its entirety and replacing it with the following:

5. Maximum lot coverages. The maximum building and total lot coverage values for all house/building lots shall be based on the approved plan/plat for the entire development area/tract, including all phases where applicable. All building and lot coverage values shall be calculated and platted as follows:

    a. The total building coverage and total lot coverage area values shall first be calculated for the entire development area/tract as follows:

Total development building coverage area allowed	=	75 percent of the entire development's gross land area multiplied by the maximum lot (total building) coverage percentage established in the base zone (see Rural Residential R-1 district)

Total development lot coverage area allowed	=	75 percent of the development's gross land area multiplied by the maximum lot (total lot) coverage percentage established in the base zone (see Rural Residential R-1 district)

These values shall be included and shown on all approved plans/plats.

b. The maximum building coverage and maximum total lot coverage area value for each individual lot within the development shall then be determined and allocated as follows:

The total building and lot coverage area allocations for the entire development area (see calculation from part a, above) shall be divided and apportioned between all planned and approved/platted lots within the entire development.

The developer may choose to divide and apportion these coverage areas equally between all such lots (e.g. total development building and lot coverage areas divided by total number of lots = individual lot coverage areas), or unequally (variably) between all such lots to account for differing lot design and size characteristics.

c. The apportioned total building coverage area and total lot coverage area value for each lot within the entire development shall be included and identified as a development restriction on all approved plans and plats. Where the developer chooses to divide and apportion the development's total coverage areas on an unequal (variable) lot basis, a table shall be provided documenting that the coverage areas allocated to each lot (in total) do not exceed the applicable total area values for the development as a whole.

In the case of a phased development, the total building coverage and total lot coverage areas for the entire development shall first be divided and apportioned by phase and then by all planned and approved/platted lots within each phase. All phase and individual lot coverage allocation values shall be included and identified as development restrictions on all approved plans and plats.

d. Where existing lots of record are combined and replatted, the planning commission may permit the reallocation of their respective building and lot coverages. In such cases, the permitted coverage area values of the new larger lot(s) shall not be increased more than 50% above those of any of the affected (original) lots. All new building and lot coverage calculations and values shall be included on the plat of record.

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 __________, 2019, with approval recommended by the Farragut Municipal Planning Commission (FMPC).

Rita Holladay

Rita Holladay, Chairman FMPC

K. Whi

Edwin K. Whiting, Secretary FMPC

RESOLUTION PC-19-06

FARRAGUT MUNICIPAL PLANNING COMMISSION

A RESOLUTION TO APPROVE AN AMENDMENT TO THE TEXT OF THE FARRAGUT ZONING ORDINANCE, ORDINANCE 86-16, AS AMENDED, PURSUANT TO AUTHORITY GRANTED BY SECTION 13-4-201, TENNESSEE CODE ANNOTATED, BY AMENDING CHAPTER 3., SPECIFIC DISTRICT REGULATIONS, SECECTION VII., OPEN SPACE RESIDENTIAL OVERLAY DISTRICT (OSR), SUBSECTION E., PART 5., MAXIMUM LOT COVERAGE, TO REVISE AND CLARIFY THE CALCULATION OF TOTAL BUILDING AREA AND TOTAL LOT COVERAGE.

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 May 16th, 2019;

NOW, THEREFORE, BE IT RESOLVED that the Farragut Municipal Planning Commission hereby recommends approval to the Farragut Board of Mayor and Aldermen of Ordinance 19-21; an ordinance amending the Farragut Zoning Ordinance, Ordinance 86-16, by revising and clarifying the calculation of the total building area and total lot coverage standards in the OSR district.

ADOPTED this 16th day of May, 2019.

Rita Holladay

Rita Holladay, Chairman

Edwin K. Whiting

Edwin K. Whiting, Secretary