



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

AGENDA
August 10, 2023
6:00 PM

- I. Roll Call**
- II. Approval of Agenda**
- III. Approval of Minutes**
 - A. July 27, 2023**
- IV. Mayor's Report**
- V. Ordinances**
 - A. First Reading**
 - 1.** Ordinance 23-11, an ordinance to amend the Farragut Municipal Code, Appendix A- Zoning, Chapter 3, Section XX., Community Service District (S-1), to require a concept layout plan in association with a rezoning request to S-1 (Town of Farragut, Applicant)
- VI. Business Items**
 - A.** Approval of a Parking, Sidewalk and Construction agreement between the Town of Farragut and Faith Lutheran Church.
 - B.** Approval of Professional Services Contract with Kimley-Horn and Associates for Engineering services for the implementation of fiber optic cable connecting all Farragut Parks and Facilities
 - C.** Discussion and recommendation of a closure plan for the eastern temporary access to Kingston Pike for First Baptist Concord, located at 11704 Kingston Pike
- VII. Town Administrator's Report**
- VIII. Town Attorney's Report**
- IX. Citizens Forum**

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

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

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

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

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

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

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

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

BMA MEETING MINUTES

July 13, 2023

BMA Meeting

Roll Call

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

Approval of Agenda

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

Approval of Minutes

Motion was made to approve the minutes of July 13, 2023, as presented. Moved by Alderman Meyer, seconded by Vice-Mayor Povlin; voting yes, Mayor Williams, Vice-Mayor Povlin, Aldermen Burnette, and Meyer; Alderman White was absent; no nays; motion passed.

Mayor's Report

Mayor Williams announced that there would be a public meeting to share thoughts and ideas about the designated Mixed-Use Town Center (MUTC) on the Future Land Use Plan at 11:30 am and 5:30 pm on Thursday, August 31 at the Farragut Community Center.

Vice-Mayor Povlin announced that Mayor Williams was sworn in as the Tennessee Municipal League President at the annual TML conference.

Business Items

Approval of Agreement, Restrictive Covenant and Security Agreement between the Town of Farragut and Smithfield Homeowners Association for public infrastructure located in the Smithfield subdivision

Motion was made to approve the restrictive covenant and security agreement between the Town of Farragut and the Smithfield Homeowners Association. Moved by Alderman Meyer, seconded by Vice-Mayor Povlin; voting yes, Mayor Williams, Vice-Mayor Povlin, Aldermen Burnette, and Meyer; Alderman White was absent; no nays; motion passed.

Approval of Appointment to the Farragut Education Relations Committee

Motion was made to appoint Jhasta Tack to the Farragut Education Relations Committee. Moved by Vice-Mayor Povlin, seconded by Alderman Burnette; voting yes, Mayor Williams, Vice-Mayor Povlin, Aldermen Burnette, and Meyer; Alderman White was absent; no nays; motion passed.

Approval of Amendment to Professional Services Agreement with Civil and Environmental Consultants, Inc. for Stormwater Infrastructure Mapping and Assessment Project.

Motion was made to approve the amendment to the contract with Civil and Environmental Consultants for Stormwater Infrastructure mapping and assessment project. Moved by Vice-Mayor Povlin, seconded by Alderman Meyer; voting yes, Mayor Williams, Vice-Mayor Povlin, Aldermen Burnette, and Meyer; Alderman White was absent; no nays; motion passed.

Approval of Amendment to Professional Services Agreement with Civil and Environmental Consultants, Inc. for Development of FY22 Stormwater Repairs Project.

Motion was made to approve the amendment to the contract with Civil and Environmental Consultants for Development of FY22 Stormwater Repairs Project. Moved by Alderman Meyer, seconded by Vice-Mayor Povlin; voting yes, Mayor Williams, Vice-Mayor Povlin, Aldermen Burnette, and Meyer; Alderman White was absent; no nays; motion passed.

Approval of Supplement Request from Civil and Environmental Consultants, Inc. for Additional Services Related to the FY22 Stormwater Repairs Project.

Motion was made to approve the supplemental request Civil and Environmental Consultants for additional services related to the FY22 Stormwater Repairs project in the amount of \$9,250. Moved by Vice-Mayor Povlin, seconded by Alderman Meyer; voting yes, Mayor Williams, Vice-Mayor Povlin, Aldermen Burnette, and Meyer; Alderman White was absent; no nays; motion passed.

Approval of a Memorandum of Understanding between the Farragut West Knox Chamber of Commerce and the Town of Farragut for FY 2024.

Motion was made to approve the Memorandum of Understanding between the Farragut/West Knox Chamber of Commerce and the Town of Farragut, for FY24. Moved by Vice-Mayor Povlin, seconded by Alderman Meyer; voting yes, Mayor Williams, Vice-Mayor Povlin, Aldermen Burnette, and Meyer; Alderman White was absent; no nays; motion passed.

Approval of a Memorandum of Understanding between the Farragut Business Alliance and the Town of Farragut for FY 2024.

Motion was made to approve the Memorandum of Understanding between the Farragut Business Alliance and the Town of Farragut for FY 2024. Moved by Mayor Williams, seconded by Vice-Mayor Povlin. After some discussion a roll call vote was taken. Roll call vote: Alderman Burnette, yes; Alderman Meyer, yes; Vice-Mayor Povlin, yes; Mayor Williams, yes; Alderman White was absent; motion passed.

The meeting adjourned at 7:21 PM.

Ron Williams, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY:** Mark Shipley, Community Development Director**SUBJECT:** Ordinance 23-11, an ordinance on first reading to amend the Farragut Municipal Code, Appendix A- Zoning, Chapter 3, Section XX., Community Service District (S-1), to require a concept layout plan in association with a rezoning request to S-1 (Town of Farragut, Applicant)

BACKGROUND AND DISCUSSION: During review with the Planning Commission, the staff noted that the idea for a concept plan in association with a rezoning to the S-1 Zoning District came about given that the S-1 District provides for a variety of institutional uses with a varying degree of scale and potential impact. The S-1 is also intended as a transitional district between commercial properties and lower density residential. Thus, by having a concept plan required before a property is rezoned, the community will understand how the affected area is to be developed. This would help add a layer of protection and predictability before a change is made that would provide for the uses permitted in the S-1 District.

Staff also noted that concept plans are currently required for rezoning requests to the Town Center District (TCD), Planned Commercial Development District (PCD), and most recently the Open Space Mixed Residential Overlay District (OSMR). In fact, much of the language in Ordinance 23-11 is consistent with the language that was developed for the concept plan requirement in the OSMR District. This includes the same general level of information required and a clear delineation between minor vs. major changes to a “concept layout plan.” The language related to the requested zoning district reverting to the prior zoning district should a major change not be approved, was developed in consultation with the Town Attorney.

RECOMMENDATION: The Planning Commission was in support of the requirement for a concept plan in association with a rezoning to the S-1 Zoning District given the uses permitted in the district and the district being a transitional district. Other than one minor clarification concerning site plans being reviewed by the Planning Commission, which is now reflected in Ordinance 23-11, the Planning Commission unanimously recommended approval of Ordinance 23-11 at their meeting on July 20, 2023. Community Development Director, Mark Shipley, also recommends approval of Ordinance 23-11 on first reading.

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

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

ORDINANCE:	23-11
PREPARED BY:	Shipley
REQUESTED BY:	Town of Farragut
CERTIFIED BY FMPC:	July 20, 2023
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 THE FARRAGUT MUNICIPAL CODE, APPENDIX A., ZONING, CHAPTER 3., SECTION XX., COMMUNITY SERVICE DISTRICT (S-1), TO PROVIDE FOR A CONCEPT LAYOUT PLAN AS PART OF A REZONING REQUEST TO S-1

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend Chapter 3., Section XX., Community Service District (S-1) 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 by adding Subsection C., "Application of the district" and re-numbering afterwards as follows:

SECTION 1.

C. Application of the district.

1. Given the potential scale of buildings permitted within the S-1 District and its ability to serve as a transitional district to abutting lower density residential, any application for rezoning to S-1 shall include a Concept Layout Plan that clearly addresses the plan of development for the proposed rezoning area. This plan would generally show the location of all proposed permitted uses and structures, transportation networks, public and private open-space or transition areas, and environmentally sensitive areas. The plan shall be prepared by a Tennessee licensed engineer or landscape architect, and/or a physical planner with comparable education, background, and experience. At a minimum, the concept plan shall be prepared at a scale of not less than 1" = 100', laid-out for printing on sheets of 24 inches by 36 inches, and shall include the following information:
 - a. A title block which specifically indicates that this plan is for rezoning application purposes and contains "conceptual information" which is "not intended for construction purposes."

- b. Location map, property address(s), tax map and parcel number(s), graphic scale, approximate north arrow, map legend, and preparation and revision date information.
- c. The names, addresses, and contact information for the property owners, representatives, and professionals involved in the plan. The professional seal of the individual principally responsible for preparing the plan shall also be affixed.
- d. Property boundaries, acreage of the property in question, existing zoning, the approximate location of existing utilities expected to service the property and an indication of their availability and capacity to do so, and the locations and widths of any rights-of-way providing access to the property.
- e. Sufficient information on the existing development within 150 feet from the boundaries of the subject property to indicate their relationships with the proposed development related to land uses, lot lines, open space corridors, vehicular and pedestrian circulation systems, environmentally sensitive areas, and other unique natural features of the landscape.
- f. A site inventory of the natural features on the property from readily available information including the topography (KGIS), the general locations and acreage of tree covered areas, and the approximate location and extent of all other environmentally sensitive areas on the site including but not limited to springs, streams, and water courses, identified floodplains and flood hazard areas, wetlands, slopes more than fifteen (15) percent, surface depressions, sinkholes and caves, and known endangered species habitat. The inventory will help to determine those areas that should be preserved and those that may be most appropriate for development. This inventory should be discussed with the Town staff prior to finalizing the Concept Layout Plan. The inventory should demonstrate that the Town's adopted land use related documents, such as the Tree Protection Ordinance, the Sinkhole Ordinance, the Stormwater Ordinance, and other adopted documents that may be applicable to the proposed development have been referenced.

The site inventory should be used to establish potential building locations that would minimize site grading and preserve to the greatest extent possible the natural topography, especially where tree covered areas exist. The road and trail systems would then be connected through the development and to abutting properties. The maximum slope created for a proposed development shall not be greater than 2.5:1 (run/rise).

- g. The general location and use(s) within all proposed buildings.
- h. The footprint area and overall height of proposed buildings.
- i. The general location and type of transitional area to be used consistent with the S-1 requirements.
- j. The proposed location and approximate grade of streets, sidewalks, and shared-use paths (also referred to in the Subdivision Regulations as bike paths) and how

these proposed transportation elements will be connected to both the existing transportation systems and adjacent properties. The location and distances between any existing intersecting roadways and driveways and those being proposed shall also be shown.

- k. A signed statement by the owner/applicant that they are aware of the Town's development requirements and standards and that they will be required to meet all applicable standards during development.
2. It is understood that a Concept Layout Plan is based on readily available information and that some modifications are possible as more detailed evaluation is completed for the site plan submittal process. Since a rezoning to the S-1 district requires a Concept Layout Plan namely to establish the location, scale (height and footprint area), and uses within proposed buildings and other improvements, should changes be necessary to the Concept Layout Plan as more detailed analyses are conducted, it is necessary to establish what would constitute a major vs. a minor change. Major changes, as identified during the site plan review process with the Planning Commission, shall require a re-review and approval from the Board of Mayor and Aldermen and would include any of the following:
 - a. Uses are different from the Concept Layout Plan.
 - b. Building footprints are more than 10% larger than those shown on the Concept Layout Plan.
 - c. Building heights are more than five feet higher than those shown on the Concept Layout Plan.
 - d. Buildings are more than ten feet closer to the boundary of a property that is zoned residential.

Minor changes are those that would generally be associated with the site plan review process and that would not functionally alter the general composition, scale, or arrangement of buildings and other improvements shown on the Concept Layout Plan. These changes may be approved by the Planning Commission as part of the site plan review process and would not be required to have additional review and approval from the Board of Mayor and Aldermen.

3. Consistent with the foregoing distinction between major changes and minor changes to the Concept Layout Plan, an initial rezoning to S-1 by the Farragut Board of Mayor and Aldermen is conditioned upon there being no major changes to the Concept Layout Plan before the approval by the Planning Commission of the site plan for the proposed development. In the event major changes, as defined herein, to the Concept Layout Plan or the site plan are proposed after the conditional rezoning of the property by the Farragut Board of Mayor and Aldermen, then the proposed major changes must be submitted for approval by the Farragut Board of Mayor and Aldermen.

When a major change to a Concept Layout Plan or a site plan, based thereon, has not been approved by the Farragut Board of Mayor and Aldermen, then the condition

precedent to the rezoning to S-1 has not occurred. Thus, the rezoning to S-1 has not been accomplished.

D. *Minimum development requirements.*

1. The property must directly access a street that is classified on the Major Road Plan as a collector or arterial.
2. A site plan and landscape plan for the development shall be submitted as regulated in Chapter 4.
3. The approved plan shall be in compliance with the Farragut Comprehensive Land Use Plan, the Pedestrian and Bicycle Plan, the Architectural Design Standards, and all other adopted plans and ordinances of the Town of Farragut, as amended.

E. *Area regulations.*

1. *Setback requirements.*

- a. *Front yard.* All structures, including parking lots, shall be set back a minimum of 20 feet from the nearest point of any right-of-way. This excludes signage (which would be subject to the provisions in the sign ordinance), detention basin structures (if associated with a low impact development measure), and/or non-roofed structures that provide for pedestrian engagement with the public street (such as outdoor patios, pedestrian facilities, sitting areas, public art). With the exception of linear pedestrian facilities that connect to similar facilities in the right of way, no structures shall encroach into the public right of way and/or platted utility easements.

Service areas and their associated structures (e.g., dumpsters, loading areas, utility buildings) shall be located to the side or rear of a building so as to minimize visual impacts from the street and foster a more pedestrian friendly streetscape.

- b. *Side and rear yards.* Unless provided for otherwise in this ordinance, where an adjacent property is zoned residential and/or agriculture, all principal buildings that are positioned along a side or rear property line shall be set back a minimum of 50 feet from the nearest side or rear property line(s).

Where an adjacent property is zoned non-residential and/or non-agriculture, all structures shall be set back a minimum of 25 feet from the nearest side or rear property line(s).

- c. *Accessory structures.* Unless specified otherwise in this ordinance, where an adjacent property is zoned residential and/or agriculture, all accessory structures, excluding fences, pedestrian facilities, signage, and structures associated with low impact development stormwater measures, shall be set back a minimum of 50 feet from the nearest side or rear property line. Mechanical units five tons or greater, dumpsters, and other service areas shall be set back a minimum of 100 feet from all side or rear property lines where the abutting property is zoned residential and/or agriculture.

2. *Transition areas.*

- a. Unless specified otherwise in this ordinance, where an abutting property is zoned residential and/or agriculture, a transition area of at least 50 feet in width shall be provided. The intent of a transition area is to provide for a visually appealing interface to an abutting residential area that will serve to establish protection for but also context appropriate integration with the surrounding plan of development. Transition areas shall accommodate the connectivity requirements of this district. This will result in some modest breaks in the transition element. As provided for in this district, transition areas shall include, at a minimum, any one of the following or a combination thereof:
1. A landscaped low impact development stormwater management area, such as a rain garden(s), bioswale(s), or naturalized areas with existing and/or new tree plantings that, in total, consume the full depth of the transition area. At a minimum, such an area shall include a plant unit count that equals the count required for a 35-foot buffer strip, as provided for in Chapter 4 of this ordinance. Under this option, the arrangement of plant material may include more flexibility than a traditional buffer strip planting, provided this arrangement best promotes the intended stormwater function of the low impact development measure(s);
 2. A heavily landscaped pocket park area designed for passive use and that is approved as part of a site and landscape plan as an equivalent to other natural transition measures provided for in this subsection. Such area could serve as a shared amenity between a use in this district and an abutting residential neighborhood;
 3. A traditional planted buffer strip area that complies with the 35-foot buffer strip plantings provided for in Chapter 4 of this ordinance;
 4. An existing tree covered area that consumes largely the full depth of the transition area and where the existing tree count within such area clearly exceeds the plant unit count and minimum tree sizes for a 35-foot buffer strip per 100 linear feet;
 5. Where freestanding attached and detached independent and catered living residential buildings are proposed around the periphery of a senior living community that abuts property zoned residential and/or agriculture, such buildings may be proposed as the transitional element. In order to qualify as such, buildings shall be generally consistent with the predominant size, scale, height, and arrangement of residential structures that abut that portion of the senior living community. Where the abutting property is undeveloped and zoned residential and/or agriculture and transitional buildings are proposed along this interface in the senior living community, the size, scale, height, and arrangement of residential structures shall be reviewed as part of the concept plan that is required for the senior living community.

As part of the analysis of appropriateness of the transitional buildings along the undeveloped properties, the planning commission shall consider the surrounding context and the overall concept plan proposed by the applicant.

Buildings proposed for transitional elements shall comply with the setbacks, platted building envelopes, and landscape planting required in association with a senior living community. These specific provisions are addressed in Chapter 4 of this ordinance.

Where a development combines different transition elements these shall be considered as part of the Concept Layout Plan and then reflected on the site and landscape plans. Such an approach must clearly fulfill the intent of the transition area provision. Existing tree covered areas within transitions shall be protected. Exceptions would apply for the removal of invasive exotic plant material and context appropriate pedestrian and/or vehicular connections and utilities adjacent to such improvements that bisect the transition area in a generally perpendicular manner.

Transition areas shall not be required for developments that abut properties that are not zoned residential and/or agriculture.

- F. *Streetscape and outdoor open space.* As part of a site plan review, a context appropriate active and interconnected streetscape with visually appealing and functional public spaces is encouraged. Some specific design objectives would be as follows:
 - 1. Locate and orient outdoor open space (e.g., plazas, courtyards, patios, outdoor seating and benches, small park spaces or landscaped features) to provide a focal point to be actively used.
 - 2. Provide landscape enhancements (e.g., bioswales, rain gardens, planters, flower gardens) to add visual interest, screen parking areas, and complement outdoor open spaces.
- G. *Connectivity.* Development shall provide for context appropriate pedestrian and vehicular connectivity. This shall include providing connections within the property and to abutting properties, pedestrian connections into the development from the public street(s), and the construction of pedestrian facilities along the public street(s) frontages.
- H. *Low Impact Development.* Development shall incorporate a minimum of one of the following Low Impact Development (LID) practices into the design:
 - 1. Twenty-five percent of the parking lot being constructed with permeable pavers;
 - 2. Stormwater runoff draining to rain gardens;
 - 3. A building(s) being constructed with a vegetated roof, commonly referred to as a green roof;
 - 4. Stormwater draining to bioswales/bioretenention facilities; or
 - 5. Rainwater being harvested for irrigation or gray water uses.
- I. *Maximum lot coverage.* Total lot coverage: 60 percent, except as provided for elsewhere in this ordinance.

- J. *Land area.* Minimum lot size of three acres, except as provided for elsewhere in this ordinance.
- K. *Height.* No principal building shall exceed 2½ stories or 35 feet in height, except as provided for elsewhere in this ordinance. No accessory structure shall exceed 15 feet in height, except as provided for elsewhere in this ordinance.
- L. Parking, as regulated in Chapter 4.
- M. Lighting, as regulated in Chapter 4.

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 _____, 2023, with approval recommended.

Scott Russ, Chairman

Shannon Preston, Secretary

NOTE: Language in **red** shows changes from existing language

Language in **blue** shows additional language recommended by the Planning Commission

Sec. XX. Community service district (S-1).

- A. *General description.* Consistent with adopted plans and policies of the Town, this district is intended primarily to provide for the development of community and public types uses. This district is also intended as a transitional district to lower density residential by providing for low impact quasi-institutional/residential uses that have minimal traffic demands. Key to this district is continuity in general building and site development form.
- B. *Permitted principal and accessory uses and structures.* Property and buildings in the Community Service District (S-1) shall be used only for the following purposes:
1. Assisted-care living facilities.
 2. Cemeteries and historical monuments.
 3. Churches and other places of worship.
 4. Community facilities.
 5. Cultural activities.
 6. Independent living and care facility.
 7. Nursing homes.
 8. Parks.
 9. Schools, public and private.
 10. Senior living community.
 11. Utility uses.
- C. *Application of the district.*
1. Given the potential scale of buildings permitted within the S-1 District and its ability to serve as a transitional district to abutting lower density residential, any application for rezoning to S-1 shall include a Concept Layout Plan that clearly addresses the plan of development for the proposed rezoning area. This plan would generally show the location of all proposed permitted uses and structures, transportation networks, public and private open-space or transition areas, and environmentally sensitive areas. The plan shall be prepared by a Tennessee licensed engineer or landscape architect, and/or a physical planner with comparable education, background, and experience. At a minimum, the concept plan shall be prepared at a scale of not less than 1" = 100', laid-out for printing on sheets of 24 inches by 36 inches, and shall include the following information:
 - a. A title block which specifically indicates that this plan is for rezoning application purposes and contains "conceptual information" which is "not intended for construction purposes."
 - b. Location map, property address(s), tax map and parcel number(s), graphic scale, approximate north arrow, map legend, and preparation and revision date information.
 - c. The names, addresses, and contact information for the property owners, representatives, and professionals involved in the plan. The professional seal of the individual principally responsible for preparing the plan shall also be affixed.

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- d. Property boundaries, acreage of the property in question, existing zoning, the approximate location of existing utilities expected to service the property and an indication of their availability and capacity to do so, and the locations and widths of any rights-of-way providing access to the property.
 - e. Sufficient information on the existing development within 150 feet from the boundaries of the subject property to indicate their relationships with the proposed development related to land uses, lot lines, open space corridors, vehicular and pedestrian circulation systems, environmentally sensitive areas, and other unique natural features of the landscape.
 - f. A site inventory of the natural features on the property from readily available information including the topography (KGIS), the general locations and acreage of tree covered areas, and the approximate location and extent of all other environmentally sensitive areas on the site including but not limited to springs, streams, and water courses, identified floodplains and flood hazard areas, wetlands, slopes more than fifteen (15) percent, surface depressions, sinkholes and caves, and known endangered species habitat. The inventory will help to determine those areas that should be preserved and those that may be most appropriate for development. This inventory should be discussed with the Town staff prior to finalizing the Concept Master Plan. The inventory should demonstrate that the Town's adopted land use related documents, such as the Tree Protection Ordinance, the Sinkhole Ordinance, the Stormwater Ordinance, and other adopted documents that may be applicable to the proposed development have been referenced.

The site inventory should be used to establish potential building locations that would minimize site grading and preserve to the greatest extent possible the natural topography, especially where tree covered areas exist. The road and trail systems would then be connected through the development and to abutting properties. The maximum slope created for a proposed development shall not be greater than 2.5:1 (run/rise).
 - g. The general location and use(s) within all proposed buildings.
 - h. The footprint area and overall height of proposed buildings.
 - i. The general location and type of transitional area to be used consistent with the S-1 requirements.
 - j. The proposed location and approximate grade of streets, sidewalks, and shared-use paths (also referred to in the Subdivision Regulations as bike paths) and how these proposed transportation elements will be connected to both the existing transportation systems and adjacent properties. The location and distances between any existing intersecting roadways and driveways and those being proposed shall also be shown.
 - k. A signed statement by the owner/applicant that they are aware of the Town's development requirements and standards and that they will be required to meet all applicable standards during development.
2. It is understood that a Concept Layout Plan is based on readily available information and that some modifications are possible as more detailed evaluation is completed for the site plan submittal process. Since a rezoning to the S-1 district requires a Concept Layout Plan namely to establish the location, scale (height and footprint area), and uses within proposed buildings and other improvements, should changes be necessary to the Concept Layout Plan as more detailed analyses are conducted, it is necessary to establish what would constitute a major vs. a minor change. Major changes, as identified during the site plan review process [with the Planning Commission](#), shall require a re-review and approval from the Board of Mayor and Aldermen and would include any of the following:
- a. Uses are different from the Concept Layout Plan.

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- b. Building footprints are more than 10% larger than those shown on the Concept Layout Plan.
 - c. Building heights are more than five feet higher than those shown on the Concept Layout Plan.
 - d. Buildings are more than ten feet closer to the boundary of a property that is zoned residential.

Minor changes are those that would generally be associated with the site plan review process and that would not functionally alter the general composition, scale, or arrangement of buildings and other improvements shown on the Concept Layout Plan. These changes may be approved by the Planning Commission as part of the site plan review process and would not be required to have additional review and approval from the Board of Mayor and Aldermen.

- 3. Consistent with the foregoing distinction between major changes and minor changes to the Concept Layout Plan, an initial rezoning to S-1 by the Farragut Board of Mayor and Aldermen is conditioned upon there being no major changes to the Concept Layout Plan before the approval by the Planning Commission of the site plan for the proposed development. In the event major changes, as defined herein, to the Concept Layout Plan or the site plan are proposed after the conditional rezoning of the property by the Farragut Board of Mayor and Aldermen, then the proposed major changes must be submitted for approval by the Farragut Board of Mayor and Aldermen.

When a major change to a Concept Layout Plan or a site plan, based thereon, has not been approved by the Farragut Board of Mayor and Aldermen, then the condition precedent to the rezoning to S-1 has not occurred. Thus, the rezoning to S-1 has not been accomplished.

CD. Minimum development requirements.

- 1. The property must directly access a street that is classified on the Major Road Plan as a collector or arterial.
- 2. A site plan and landscape plan for the development shall be submitted as regulated in Chapter 4.
- 3. The approved plan shall be in compliance with the Farragut Comprehensive Land Use Plan, the Pedestrian and Bicycle Plan, the Architectural Design Standards, and all other adopted plans and ordinances of the Town of Farragut, as amended.
- 4. ~~Prior to site plan submittal, the applicant shall conduct a site inventory of the natural features on the property so as to determine those areas that should be preserved and those that may be most appropriate for development. This inventory should be discussed with the Town staff prior to finalizing plans for review. The inventory should demonstrate that the Town's adopted land use related documents, such as the Tree Protection Ordinance, the Sinkhole Ordinance, the Stormwater Ordinance, and other adopted documents that may be applicable to the proposed development have been referenced.~~

~~From the site inventory, a sketch plan is required in consultation with the Town staff with the first step in the preparation of such plan being the establishment of potential building locations that would minimize site grading and preserve to the greatest extent possible the natural topography, especially where tree covered areas exist. The road and trail systems would then be connected through the development and to abutting properties. The maximum slope created as a result of a proposed development shall not be greater than 2.5:1 (run/rise).~~

DE. Area regulations.

- 1. *Setback requirements.*
 - a. *Front yard.* All structures, including parking lots, shall be set back a minimum of 20 feet from the nearest point of any right-of-way. This excludes signage (which would be subject to the

provisions in the sign ordinance), detention basin structures (if associated with a low impact development measure), and/or non-roofed structures that provide for pedestrian engagement with the public street (such as outdoor patios, pedestrian facilities, sitting areas, public art). With the exception of linear pedestrian facilities that connect to similar facilities in the right of way, no structures shall encroach into the public right of way and/or platted utility easements.

Service areas and their associated structures (e.g., dumpsters, loading areas, utility buildings) shall be located to the side or rear of a building so as to minimize visual impacts from the street and foster a more pedestrian friendly streetscape.

- b. *Side and rear yards.* Unless provided for otherwise in this ordinance, where an adjacent property is zoned residential and/or agriculture, all principal buildings that are positioned along a side or rear property line shall be set back a minimum of 50 feet from the nearest side or rear property line(s).

Where an adjacent property is zoned non-residential and/or non-agriculture, all structures shall be set back a minimum of 25 feet from the nearest side or rear property line(s).

- c. *Accessory structures.* Unless specified otherwise in this ordinance, where an adjacent property is zoned residential and/or agriculture, all accessory structures, excluding fences, pedestrian facilities, signage, and structures associated with low impact development stormwater measures, shall be set back a minimum of 50 feet from the nearest side or rear property line. Mechanical units five tons or greater, dumpsters, and other service areas shall be set back a minimum of 100 feet from all side or rear property lines where the abutting property is zoned residential and/or agriculture.

2. *Transition areas.*

- a. Unless specified otherwise in this ordinance, where an abutting property is zoned residential and/or agriculture, a transition area of at least 50 feet in width shall be provided. The intent of a transition area is to provide for a visually appealing interface to an abutting residential area that will serve to establish protection for but also context appropriate integration with the surrounding plan of development. Transition areas shall accommodate the connectivity requirements of this district. This will result in some modest breaks in the transition element. As provided for in this district, transition areas shall include, at a minimum, any one of the following or a combination thereof:
 - 1. A landscaped low impact development stormwater management area, such as a rain garden(s), bioswale(s), or naturalized areas with existing and/or new tree plantings that, in total, consume the full depth of the transition area. At a minimum, such an area shall include a plant unit count that equals the count required for a 35-foot buffer strip, as provided for in Chapter 4 of this ordinance. Under this option, the arrangement of plant material may include more flexibility than a traditional buffer strip planting, provided this arrangement best promotes the intended stormwater function of the low impact development measure(s);
 - 2. A heavily landscaped pocket park area designed for passive use and that is approved as part of a site and landscape plan as an equivalent to other natural transition measures provided for in this subsection. Such area could serve as a shared amenity between a use in this district and an abutting residential neighborhood;
 - 3. A traditional planted buffer strip area that complies with the 35-foot buffer strip plantings provided for in Chapter 4 of this ordinance;

-
4. An existing tree covered area that consumes largely the full depth of the transition area and where the existing tree count within such area clearly exceeds the plant unit count and minimum tree sizes for a 35-foot buffer strip per 100 linear feet;
 5. Where freestanding attached and detached independent and catered living residential buildings are proposed around the periphery of a senior living community that abuts property zoned residential and/or agriculture, such buildings may be proposed as the transitional element. In order to qualify as such, buildings shall be generally consistent with the predominant size, scale, height, and arrangement of residential structures that abut that portion of the senior living community. Where the abutting property is undeveloped and zoned residential and/or agriculture and transitional buildings are proposed along this interface in the senior living community, the size, scale, height, and arrangement of residential structures shall be reviewed as part of the concept plan that is required for the senior living community.

As part of the analysis of appropriateness of the transitional buildings along the undeveloped properties, the planning commission shall consider the surrounding context and the overall concept plan proposed by the applicant. Buildings proposed for transitional elements shall comply with the setbacks, platted building envelopes, and landscape planting required in association with a senior living community. These specific provisions are addressed in Chapter 4 of this ordinance.

Where a development combines different transition elements these shall be considered as part of the **Concept Layout Plan** ~~sketch plan or, as applicable, concept plan~~ and then reflected on the site and landscape plans. Such an approach must clearly fulfill the intent of the transition area provision. Existing tree covered areas within transitions shall be protected. Exceptions would apply for the removal of invasive exotic plant material and context appropriate pedestrian and/or vehicular connections and utilities adjacent to such improvements that bisect the transition area in a generally perpendicular manner.

Transition areas shall not be required for developments that abut properties that are not zoned residential and/or agriculture.

- EF.** *Streetscape and outdoor open space.* As part of a site plan review, a context appropriate active and interconnected streetscape with visually appealing and functional public spaces is encouraged. Some specific design objectives would be as follows:
1. Locate and orient outdoor open space (e.g., plazas, courtyards, patios, outdoor seating and benches, small park spaces or landscaped features) to provide a focal point to be actively used.
 2. Provide landscape enhancements (e.g., bioswales, rain gardens, planters, flower gardens) to add visual interest, screen parking areas, and complement outdoor open spaces.
- FG.** *Connectivity.* Development shall provide for context appropriate pedestrian and vehicular connectivity. This shall include providing connections within the property and to abutting properties, pedestrian connections into the development from the public street(s), and the construction of pedestrian facilities along the public street(s) frontages.
- GH.** *Low Impact Development.* Development shall incorporate a minimum of one of the following Low Impact Development (LID) practices into the design:
1. Twenty-five percent of the parking lot being constructed with permeable pavers;
 2. Stormwater runoff draining to rain gardens;
 3. A building(s) being constructed with a vegetated roof, commonly referred to as a green roof;

-
4. Stormwater draining to bioswales/bioretenention facilities; or
 5. Rainwater being harvested for irrigation or gray water uses.
- ~~H~~**I.** *Maximum lot coverage.* Total lot coverage: 60 percent, except as provided for elsewhere in this ordinance.
- ~~I~~**J.** *Land area.* Minimum lot size of three acres, except as provided for elsewhere in this ordinance.
- ~~J~~**K.** *Height.* No principal building shall exceed 2½ stories or 35 feet in height, except as provided for elsewhere in this ordinance. No accessory structure shall exceed 15 feet in height, except as provided for elsewhere in this ordinance.
- ~~K~~**L.** *[Parking.]* Parking, as regulated in Chapter 4.
- ~~L~~**M.** *[Lighting.]* Lighting, as regulated in Chapter 4.
- ~~(Ord. No. 86-16, 4-1986; Ord. of 2-2006; Ord. No. 16-05, § 1, 3-24-2016)~~

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: David Smoak, Town Administrator



SUBJECT: Approval of a Parking, Sidewalk and Construction easement agreement between the Town of Farragut and Faith Lutheran Church located at 225 Jamestowne Boulevard

INTRODUCTION: The purpose of this agenda item is to approve a Parking, Sidewalk and Construction easement agreement between the Town of Farragut and Faith Lutheran Church located at 225 Jamestowne Blvd.

BACKGROUND: The Town of Farragut will be renovating the Town Hall building starting in the fall of 2023. In order to accomplish this as quickly as possible, all staff will be moving out of the building and into temporary office space at the Farragut Community Center located at 239 Jamestowne Blvd. Due to locating a temporary building in the northern parking lot of the Community Center, parking would be limited during this construction period.

DISCUSSION: Staff approached our neighbors to the west at Faith Lutheran Church about the possibility of utilizing their parking lot for staff parking during the time that Town Hall was under construction. The attached easement agreement would allow for the Town to utilize 45 parking spaces in the church's eastern parking lot, as well as allow the Town to build sidewalks that would connect the properties together for pedestrian access. The parking easement would be for the duration of the construction period for Monday through Friday from 7:00am to 6:00pm. The church council has approved the attached easement agreement.

PROPOSED MOTION: To approve the Parking, Sidewalk and Construction easement agreement between the Town of Farragut and Faith Lutheran Church located at 225 Jamestowne Boulevard.

BOARD ACTION:

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

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

THIS INSTRUMENT PREPARED BY:
Thomas M. Hale
KRAMER RAYSON LLP
P. O. Box 629
Knoxville, TN 37901
(865) 525-5134

PARKING, SIDEWALK, AND CONSTRUCTION EASEMENTS AGREEMENT

This Parking, Sidewalk, and Construction Easements Agreement ("Agreement") is made and entered into this ____ day of _____, 2023 (the "Effective Date"), by and between **FAITH LUTHERAN CHURCH OF KNOXVILLE, TENNESSEE**, a Tennessee not-for-profit corporation ("First Party"), and the **TOWN OF FARRAGUT**, a municipal corporation created pursuant to the laws of the State of Tennessee ("Town").

WHEREAS, First Party is the owner of certain real property located within the municipal boundaries of the Town, being identified as Knox County Tax Map 142, Parcel 140, and as more particularly identified in that certain Warranty Deed dated March 26, 2012, of record as Instrument No. 201203280053671 in the Knox County Register's Office ("Tract 1"); and

WHEREAS, the Town is the owner of certain real property located within the municipal boundaries of the Town, being identified as Knox County Tax Map 142, Parcel 127.01, and as more particularly identified in that certain Warranty Deed dated August 21, 2018, of record as Instrument No. 201808210011875 in the Knox County Register's Office ("Tract 2"); and

WHEREAS, beginning in the Fall of 2023, the Town will be making renovations to Town Hall located at 11408 Municipal Center Drive, Farragut, Tennessee 37934 ("Town Hall"), requiring the temporary relocation of Town employees to Tract 2 while said renovations are being completed; and

WHEREAS, to aid in this temporary relocation of its employees, the Town has requested that First Party grant it easements in the locations shown on the map attached hereto as **Exhibit A**, for parking for Town employees for certain agreed upon days and times for a specified duration (the "Parking Easement"), and for two (2) sidewalks (the "Sidewalks") for use by the public and Town staff for access between Tract 1 and Tract 2 (the "Sidewalk Easements"); and

WHEREAS, the Town has also requested that First Party grant it reasonable access to Tract 1 for the purpose of constructing and installing the Sidewalks within the Sidewalk Easement (the "Temporary Construction Easement"); and

WHEREAS, the First party is willing to grant the Town the Parking Easement, Sidewalk Easements, and Temporary Construction Easement upon Tract 1 upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises and the covenants and agreements contained hereinafter, the accuracy, receipt and sufficiency of which are hereby acknowledged by the parties, it is agreed as follows:

1. Grants of Easements.

a. Grant of Parking Easement. First Party hereby grants and conveys to the Town, and its authorized agents, officers, employees, and contractors, parking easements (the "Parking Easement") over, across, and upon the parking lots located on Tract 1 for use by the Town and Town employees for the sole purpose of parking of motor vehicles owned or operated by the Town and its authorized agents, officers, employees, and contractors for the limited duration of time defined herein, and only during the Available Times (hereinafter defined), being located in the areas on the map of Tract 1 shown on **Exhibit A** attached hereto.

The Parking Easement shall commence on the Effective Date and shall expire when renovations to Town Hall are substantially completed and Town employees are able to occupy Town Hall. The Town and its employees shall only be allowed to utilize the Parking Easement on Mondays through Fridays from 7:00am to 6:00pm (the "Available Times").

b. Grant of Sidewalk Easements. First Party grants and conveys to the Town two (2) perpetual and exclusive sidewalk easements (collectively, the "Sidewalk Easements") over, across, and upon the two (2) grassy areas of Tract 1 adjacent to Tract 2, and the two parking spaces adjacent thereto, for the purpose of constructing and installing two (2) sidewalks (the "Sidewalks") for use by the public, the Town, and the Town's authorized agents, officers, employees, and contractors for access between Tract 1 and Tract 2, being located as shown on **Exhibit A** attached hereto.

The Town shall have the sole responsibility, at its expense, of maintaining and keeping said Sidewalks in good repair and in a clean condition. First Party shall grant the Town reasonable access to Tract 1 to perform any required maintenance activities. The Town shall be responsible for all costs of materials and labor for repair (to acceptable industry standards) of any damage to any adjacent portion of Tract 1 resulting from necessary access and/or repair to the Sidewalks and the Sidewalk Easements.

c. Grant of Temporary Construction Easement. First Party hereby grants and conveys to the Town, and its authorized employees, contractors, subcontractors, suppliers and licensees, temporary easements ("Temporary Construction Easement") for the purpose of entering upon Tract 1 to perform all of the work necessary to excavate, construct, and install the Sidewalks within the Sidewalk Easements (the "Work").

In addition to the foregoing, the Work may include such grading, clearing, cutting, excavating, filling, improving and other similar construction related activities in the Sidewalk Easements that are reasonably necessary or required by law to complete the Work and installation of the Sidewalks within the Sidewalk Easements. Further, no Work shall be done which will or is likely to cause any damage to any of the property of Tract 1 without the Town first obtaining the written consent of First Party, which consent shall not be unreasonably withheld.

The Town 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 Work. The Work shall be performed diligently and continuously until completed.

The Temporary Construction Easement shall commence on the Effective Date and shall automatically expire on the date the Work is completed and the Town has obtained any required approvals from government agencies. Upon said termination of the Temporary Construction Easement, the Town shall remove any and all equipment from the terminated easement area, and, as necessary, shall restore, at the Town's sole cost and expense, the property subject to the terminated easement to its original condition, with the exception of the Work performed pursuant to the Temporary Construction Easement, to the extent reasonably practicable, within a reasonable time after termination of the Temporary Construction Easement.

d. The easements, rights, privileges, and licenses herein granted are subject to all, which are in force and effect and applicable, of the exceptions, reservations, limitations, covenants, and conditions set forth in the instruments of conveyance by which First Party acquired title to Tract 1 and in the instruments of conveyance by which the predecessor in title to First Party acquired title to said property as well as all visible easements and encroachments.

2. Third Party Claims. Solely as between the parties hereto, the Town shall assume all liability for third party claims and damages occurring within and as a result of the activities arising from the easements granted herein.

3. No Other Purpose. The easements, rights, privileges and licenses herein granted are granted solely for the purposes set forth herein and for no other use or purpose, and shall exist and continue only so long as they are used for these purposes.

4. Entire Agreement. This Agreement represents the entire agreement between the parties regarding the subject matter herein and may not be amended unless by written amendment signed by both parties. This Agreement shall be construed and interpreted in accordance with the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties have executed this agreement either individually or by a duly authorized representative on the day and year first written.

**FAITH LUTHERAN CHURCH OF
KNOXVILLE, TENNESSEE**

By: _____

Its: _____

TOWN OF FARRAGUT

By: _____

Its: _____

STATE OF TENNESSEE)
)
COUNTY OF KNOX)

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared _____, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be the _____ of **FAITH LUTHERAN CHURCH OF KNOXVILLE, TENNESSEE**, the within named bargainor, a Tennessee a Tennessee not-for-profit corporation, and that he/she has as such Officer executed the foregoing instrument for the purpose therein contained, by signing his/her name of the corporation by himself/herself as such Officer.

WITNESS my hand and official seal at office this ____ day of _____, 2023.

Notary Public

My Commission expires: _____

STATE OF TENNESSEE)
)
COUNTY OF KNOX)

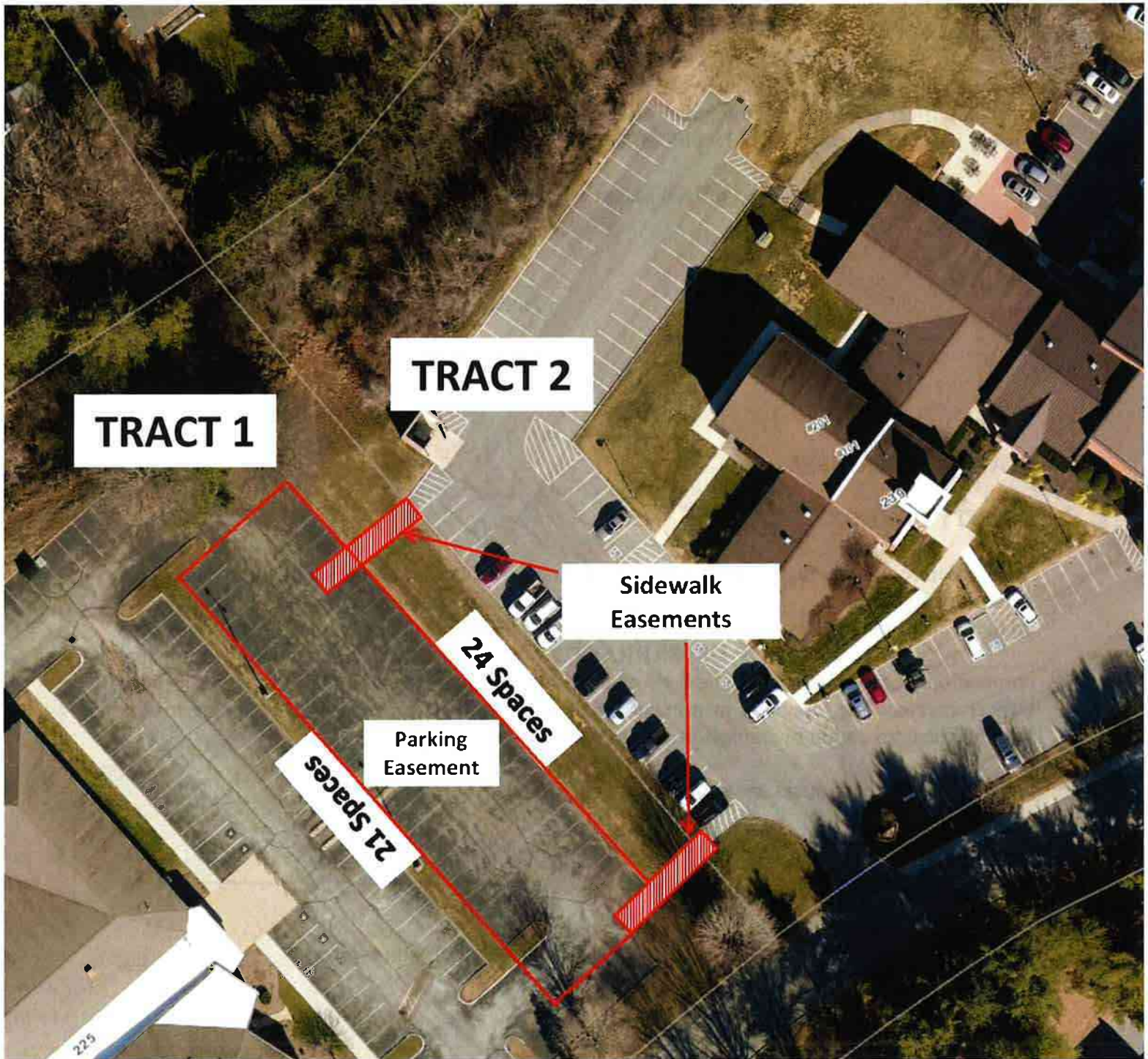
Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared _____, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be the _____ of **TOWN OF FARRAGUT**, the within named bargainor, a municipal corporation created pursuant to the laws of the State of Tennessee, and that he/she has as such Officer executed the foregoing instrument for the purpose therein contained, by signing his/her name of the corporation by himself/herself as such Officer.

WITNESS my hand and official seal at office this ____ day of _____, 2022.

Notary Public

My Commission expires: _____

EXHIBIT A



REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY:** Allison Myers, Finance Director/Town Recorder**SUBJECT:** Approval of Professional Services contract with Kimley-Horn and Associates for Engineering services for the implementation of fiber optic cable connecting all Farragut Parks and Facilities

INTRODUCTION: In March 2021, the Federal Government approved the American Rescue Plan Act of 2021 (ARPA) which established the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) to provide state, local, and Tribal governments with the resources needed to respond to the pandemic and its economic effects and to build a stronger, more equitable economy during the recovery. The U.S. Department of the Treasury issued the funding on two tranches. The Town received \$3,527,626 in November 2021 and November 2022 totaling \$7,055,252.

BACKGROUND: The ARPA funding can be utilized on projects with one-time expenditures. A project that was identified by Town staff is the expansion of the fiber optic cabling that is being constructed using grant funding through the Congestion Mitigation Air Quality (CMAQ) grant program.

DISCUSSION: In 2016 the Town was awarded grant funding from the CMAQ grant program for a Town-wide signal system upgrade which included a fully interconnected traffic signal system connected through 144-strand single mode fiber optic cabling. The construction of this project began in August 2022. The expansion of the project using ARPA funding would include the connectivity of all Town parks and facilities. The attached contract lists the addresses of all new locations for the fiber connectivity.

Town staff met with a representative from Kimley-Horn to review Attachment A, scope of services, and is satisfied with the scope and deliverables. The contract amount is a lump sum of \$281,000. Kimley-Horn was chosen due to the previous involvement and the management of the MicroStation files previously developed for the CMAQ funded project. Final construction plans will be delivered by August 2024 and a construction contract will need to be in place by December 2024 to meet ARPA funding deadlines.

The following are task associated with the contract:

- Project Management
- Data Collections
- Engineering Design
- Utility make Ready Work
- Bid & Procurement Support

FINANCIAL SECTION:

Account Number: 316-41992-9450

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Expenditures to Date</u>	<u>Remaining Amount</u>
\$1,200,000	\$281,000	\$0	\$919,000

Approved By: _____

RECOMMENDATION BY: Allison Myers, Finance Director/Town Recorder & Darryl Smith, Town Engineer for approval.

PROPOSED MOTION: Approve of the Professional Services contract with Kimley-Horn and Associates for Engineering services for the implementation of fiber optic cable connecting all Farragut Parks and Facilities.

BOARD ACTION:

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

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

TOWN OF FARRAGUT

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made by and between **Town of Farragut** ("Client") and **Kimley-Horn** ("Contractor") for professional services for the assignment described as follows:

Project: Fiber Optic Cable Implementation

Location: Farragut, TN

Description of Project: Implementation of Fiber optic cable connecting all Farragut Parks and Facilities

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

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

2. **Compensation.** Client shall compensate Contractor for the Basic Services as follows: A lump sum fee of \$281,000, including reimbursable expenses.

3. **Schedule.** Contractor shall begin work upon notification of approval of this Agreement by the Board of Mayor and Aldermen and shall complete the work by submitting the final deliverables on or before August 15, 2024. The schedule for the various meetings and presentations as outlined in the Basic Services shall be agreed upon by the Client and Contractor before beginning work.

4. **Invoicing and Payments.** Invoices or payment requests shall be submitted to the Client no more than monthly and shall include such information, documentation or data as the Town Administrator may require including, but not limited to, the amount and breakdown of the payment requested, the period covered by the request, and the work performed during the period covered by the payment request. After review, the Town Administrator will indicate his approval of the payment request, or shall explain to the Contractor, in writing, his reasons for not approving any portion or all of the request and authorize payment of the amount approved. In the event the Town Administrator does not approve any portion of a payment request, and has communicated the reasons to Contractor, Contractor will then take the necessary action to satisfy the reasons for non-approval and resubmit the payment request. Client shall endeavor to remit payment of payment requests or portions thereof which are approved by the Town Administrator within twenty-five (25) days of receipt by Client. From time to time approval of a payment request may require action by the Board of Mayor and Aldermen which meets on the second and fourth Thursday of most months.

5. **Time.** Contractor will perform its services in a timely manner commensurate with the exercise of due professional care which it acknowledges can be done consistent with the schedule provided for in Paragraph 3. Time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond Contractor's control. If such delay or

suspension extends more than six (6) months (cumulatively), Contractor's compensation shall be equitably adjusted; provided, however, such adjustment and amendment to this Agreement must be approved by the Board of Mayor and Aldermen before Client is bound.

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

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

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

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

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

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

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

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

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

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

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

15. **Indemnification.**

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

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

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

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

16. **Miscellaneous.**

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

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

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

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

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

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

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

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

CLIENT:

Town of Farragut

By: _____

Printed
Name: _____

Title: _____

Date: _____

CONTRACTOR:

KIMLEY-HORN AND ASSOCIATES, INC.

By: Chris D. Rhodes

Printed
Name: CHRISTOPHER D. RHODES

Title: VICE PRESIDENT

Date: AUGUST 03, 2023



July 10, 2023

Allison Myers
Town Recorder
Town of Farragut
11408 Municipal Center Drive
Farragut, TN 37934

Re: Letter Agreement for Professional Services for
Fiber Optic Cable Implementation using ARPA (SLFRF) Funds
Farragut, Tennessee

Dear Allison Myers:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this Letter Agreement (the "Agreement") to **Town of Farragut, Tennessee** ("Client") for providing professional services associated with the above referenced project.

Project Understanding

Kimley-Horn understands the following:

- Client has previously received funding through the Congestion Mitigation and Air Quality (CMAQ) Improvement Program. This project is currently under construction and will provide 144-strand single mode fiber optic cable along segments of Kingston Pk, Campbell Station Rd, Parkside Dr, Concord Rd, and Municipal Center Dr.
- Client has received funding through the American Rescue Plan Act of 2021 (ARPA), specifically the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program. Client intends to use this funding for fiber optic cable implementation throughout the Town of Farragut (the "Project"), expanding upon the CMAQ-funded fiber optic cable implementation that is currently under construction.
- Client desires new fiber optic cable connections between the CMAQ funded project and the following locations:
 - Farragut Town Hall (11408 Municipal Center Dr)
 - Farragut Community Center (239 Jamestowne Blvd)
 - Public Works (727 Fretz Rd)
 - Founder's Park at Campbell Station (405 N Campbell Station Rd)
 - Anchor Park (11730 Turkey Creek Rd)
 - McFee Park (917 McFee Rd)
 - Mayor Bob Leonard Park (301 Watt Rd)
 - Outdoor Classroom (220 N Campbell Station Rd)
 - Future Park (near ALDI at 170 Brooklawn St)
 - Future Park (near intersection of Boyd Station Rd and McFee Rd)
 - Kingston Pike at Lovell Road / Canton Hollow Rd (existing traffic signal)
 - Grigsby Chapel Rd / Smith Rd (from Kingston Pike to N Campbell Station Rd)
- Client has requested Consultant provide Scope of Services and Fee to perform Professional Services pertaining to the Project.

- The Project will not be required to adhere to the procedures established by the Local Programs Development Office (LPDO) of the Tennessee Department of Transportation (TDOT).
- The Project will not require coordination with TDOT and/or the Federal Highway Administration (FHWA) / United States Department of Transportation (USDOT)
- The Project will not require an environmental document for the National Environmental Policy Act (NEPA).

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Project Management

Consultant will perform the following:

- Project management
- Client coordination with status updates
- Billing/invoicing

Task 2 – Systems Engineering

Consultant will perform the following:

- Systems Engineering based on the TDOT ITS Project Development Guidelines (dated 07/20/2016). Because the CMAQ funded project that is currently under construction will provide 144-strand single mode fiber optic cable, Consultant anticipates the Project will be categorized as Low Risk. Therefore, Consultant anticipates preparing a Simplified Systems Engineering Analysis Form (SSEAF).
- Prepare the SSEAF that will incorporate responses to the following requirements:
 - Identification of portions of the Regional ITS Architecture (RA) being implemented
 - Identification of participating agencies roles and responsibilities
 - Requirements definitions
 - Analysis of alternative system configurations and technology options to meet requirements
 - Procurement options
 - Identification of applicable ITS standards and testing procedures
 - Procedures and resources necessary for operations and management of the system
- Submit the draft SSEAF to Client for one (1) round of review and comment. Once Client provides comments, Consultant will incorporate comments and submit the final SSEAF to Client.

Task 3 – Data Collection

Consultant will perform the following:

- Coordinate with the Client to obtain existing electronic files for use in the development of base mapping / desktop survey. Consultant anticipates that the Client will provide, at no cost to Consultant, GIS data provided by KGIS:
 - Aerial imagery
 - Parcel lines and right-of-way lines
 - Street centerlines
 - Other data deemed necessary by Consultant
- NOTE: Field topographic survey is not included.
- Utilize MicroStation files previously developed for the CMAQ funded project
- Prepare base mapping (i.e., existing conditions) within MicroStation
- Facilitate up to three (3) site visits for the Project to evaluate design feasibility for alternative solutions and determine the recommended design alternative solution. Consultant anticipates this will consist of:
 - Route for fiber optic cable
 - Location of splice enclosures
 - Location of edge devices (i.e., Ethernet switches)
- Coordinate with Client's internal stakeholders (e.g., Engineering Department, Geographic Information Systems, Information Technology, Parks & Recreation)

Task 4 – Engineering Design

Consultant will perform the following:

- Prepare the Preliminary Construction Plans using the MicroStation Computer-Aided Design (CAD) software. The Preliminary Construction Plans will consist of:
 - Title Sheet
 - Index of Sheets
 - Standard Drawings
 - Legend and Abbreviations
 - Estimated Quantities
 - General Notes
 - Special Notes
 - Scope of Work
 - Details
 - Communication Schematic
 - Field Equipment Block Diagram
 - Fiber Splice Details
 - Erosion Control Details
 - Key Sheet
 - ITS Layout Sheets
 - Traffic Control
- Consultant will prepare the Preliminary Construction Plans and submit to Client for one (1) round of review and comment.
- Consultant will provide up to three (3) representatives to attend one (1) review meeting with Client to discuss the Preliminary Construction Plans. Consultant will document comments provided during the meeting and provide a meeting summary to Client.

- After the one (1) review meeting and upon receipt of one (1) round of review comments from Client, Consultant will revise the design and prepare the Final Construction Plans. The Final Construction Plans will be signed and sealed by a professional engineer (P.E.) licensed in the State of Tennessee.
- Consultant will prepare the estimated quantities and engineer's opinion of probable construction cost based on the Final Construction Plans. The anticipated costs will be derived from:
 - Estimated Quantities
 - Anticipated Unit Prices
- Consultant will submit the engineer's opinion of probable construction cost in a format that provides item numbers, item descriptions, estimated quantities, and anticipated unit costs.
- Consultant will prepare Special Provision 725 (SP725). The special provision will consist of the following sections:
 - General Requirements
 - Requirements for ITS Components
 - Description
 - Materials
 - Installation
 - Testing
 - Measurement
 - Payment
 - Project Acceptance
 - System Maintenance

Task 5 – Utility Make Ready (UMR)

Consultant will perform the following:

- Determine the locations/routes that overhead implementation of fiber optic cable is recommended.
- Perform an inventory of existing attachments to LCUB owned utility poles along the recommended locations/routes.
- Develop a UMR design workbook that considers the existing inventory, proposed fiber optic cable, National Electrical Safety Code (NESC), and LCUB attachment guidelines and recommendations.
- Submit the UMR design workbook to LCUB for one (1) round of review and comment. Once LCUB provides comments, Consultant will incorporate comments and submit the final UMR design workbook to LCUB.

Task 6 – Permitting

Consultant will perform the following:

- Environmental permitting for the Project to be implemented.
- Railroad permitting for the Project to be implemented.
- Utility permitting for the Project to be implemented.

Task 7 – Bid and Procurement Support

Consultant will perform the following:

- Prepare the proposal contract (i.e., bid book) for Client to advertise with the final construction plans. Consultant will rely on Client providing the desired template/format for the proposal contract (i.e., bid book).
- Conduct one (1) pre-bid meeting.
- Respond to questions from potential bidders and prepare bid addenda.
- Conduct one (1) bid opening meeting.
- Review, tabulate, and summarize the bids following the bid opening.
- NOTE: Formal advertisement of the bid is not included.

Task 8 – Limited Construction Support

Consultant will perform the following:

- Coordinate with Client and Client's separate consultant for Construction Engineering and Inspection (CEI) services pertaining to the Project.
- NOTE: CEI services are not included.
- Provide feedback as requested regarding Requests for Information (RFI) and contractor submittals to determine product/procedure satisfaction of the contract documents.
- Prepare responses to questions regarding the contract documents.
- Attend up to six (6) construction progress meetings.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Adherence to procedures established by the Local Programs Development Office (LPDO) of the Tennessee Department of Transportation (TDOT)
- Field topographic survey
- Formal advertisement of bid
- Construction Engineering and Inspection (CEI)

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1-8 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1	Project Management	\$17,500
Task 2	Systems Engineering	\$8,500
Task 3	Data Collection	\$33,500
Task 4	Engineering Design	\$125,500
Task 5	Utility Make Ready (UMR)	\$26,500
Task 6	Permitting	\$23,500
Task 7	Bid and Procurement Support	\$11,500
Task 8	Limited Construction Support	\$34,500

Total Lump Sum Fee	\$281,000
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Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to as **Town of Farragut, Tennessee**.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

To proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Signed: 

Printed Name: Christopher D. Rhodes, P.E.

Title: Vice President

Signed: 

Printed Name: R. Bradford Waldschmidt, P.E.

Title: Project Manager

TOWN OF FARRAGUT, TENNESSEE

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Attachment – Standard Provisions

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: David Smoak, Town Administrator



SUBJECT: Discussion and recommendation of a closure plan for the eastern temporary access to Kingston Pike for First Baptist Concord, located at 11704 Kingston Pike

INTRODUCTION: The purpose of this agenda item is to recommend a closure plan for the eastern temporary access to Kingston Pike for First Baptist Concord located at 11704 Kingston Pike

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

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

Staff has been meeting with church representatives to work on a timeframe of when the alignment of this access would occur with Russgate Blvd. First Baptist Concord has submitted a preliminary plan (attached) that has been approved by its church membership to begin construction to relocate this entrance as soon as the 2023-2024 school year ends, but no later than July 1, 2024. Construction would be completed by December 31, 2024.

Farragut Municipal Code Section 22-151 provides the Board of Mayor and Aldermen “may limit or prohibit access to one or more such roads...if the safety and welfare of the public will be promoted by so doing.” The current temporary access is less than 200 feet from Bellaire Drive. Kingston Pike is a major arterial road and realigning the access to Russgate Blvd would provide for over 400 feet between access ways on the southside of Kingston Pike. It should be noted that closing the eastern temporary access prior to its relocation with Russgate Blvd. would reroute internal traffic for both the church and the school to Federal Blvd and the western entrance to Kingston Pike. The decision for the Board of Mayor and Aldermen is to consider whether to allow this temporary access to continue, utilize it only as a construction access while renovations to the school are taking place, or set a specific date the access would be closed based on the church’s plans that have been submitted for consideration.

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

PROPOSED MOTION: To approve a closure plan as determined by the Farragut Board of Mayor and Aldermen for the eastern temporary access to Kingston Pike for First Baptist Concord, located at 11704 Kingston Pike

BOARD ACTION:

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

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

David Smoak

From: Mark Stooksbury <mstooksbury@fbconcord.org>
Sent: Wednesday, August 2, 2023 10:56 AM
To: David Smoak
Cc: Scott Crawford; Taylor Forrester
Subject: FBC East Entrance Relocation info
Attachments: FBC East Entrance Relocation diagram option.pdf; FBC East Entrance Relocation DETAILED diagram option.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

David,

Please see attached diagrams for our proposed east entrance relocation. We are proposing the following:

- Begin construction as soon as the 23-24 school year ends but no later than July 1, 2024 (less than 12 months from today)
- Complete construction no later than December 31, 2024 (project estimate is 4-5 months)
- Existing entrance to remain open until project is completed but no longer than December 31, 2024 (necessary for First Responders access, EMS, large vehicle deliveries and normal traffic flow)

This proposal has been presented our committees and has been approved by the church membership.

Thank you for your willingness to work together on this! Let me know if you have questions or need any additional information.



MARK STOOKSBURY

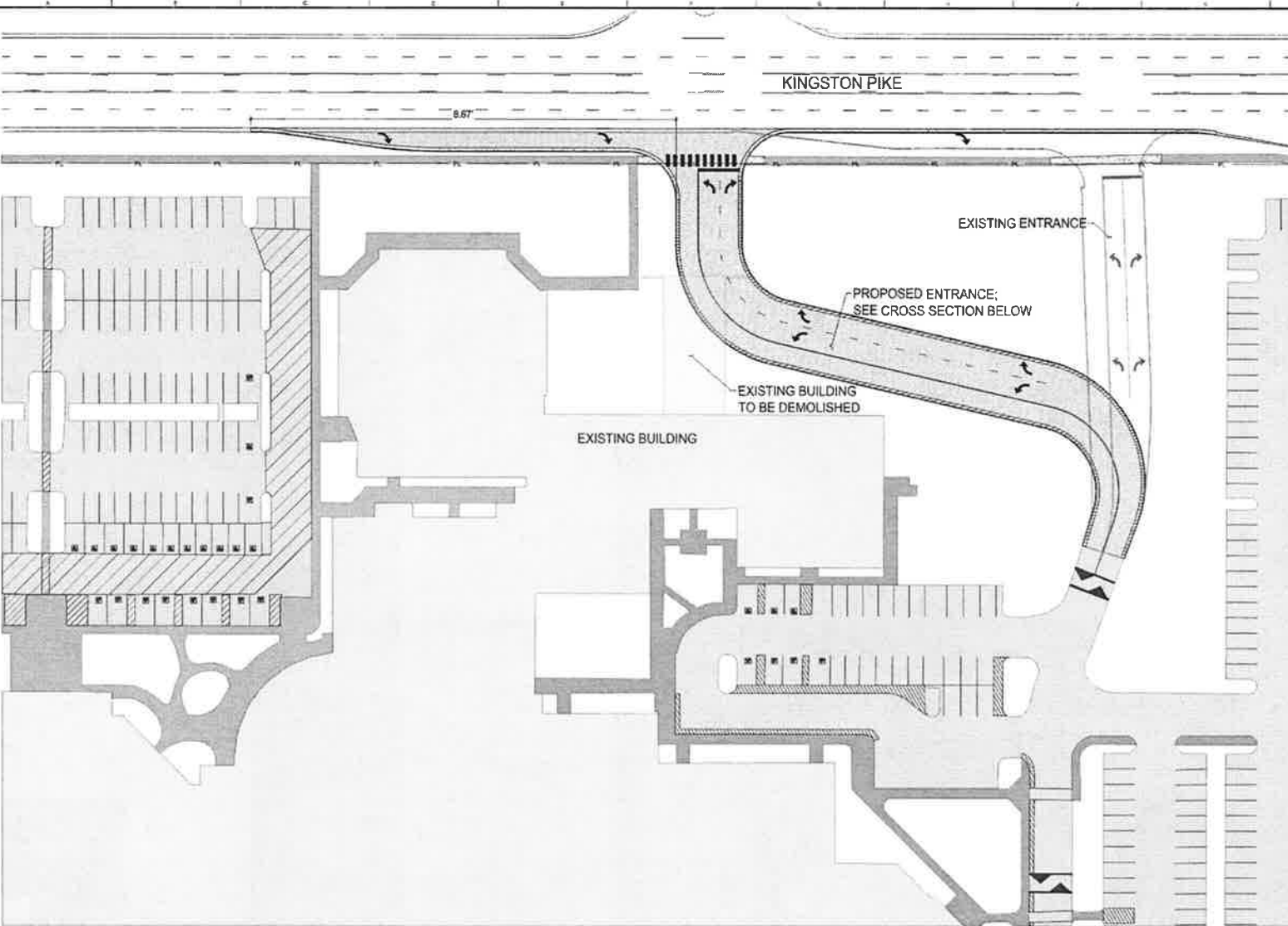
*DIRECTOR OF BUSINESS
ADMINISTRATION*

865.966.9791

www.concordonline.org

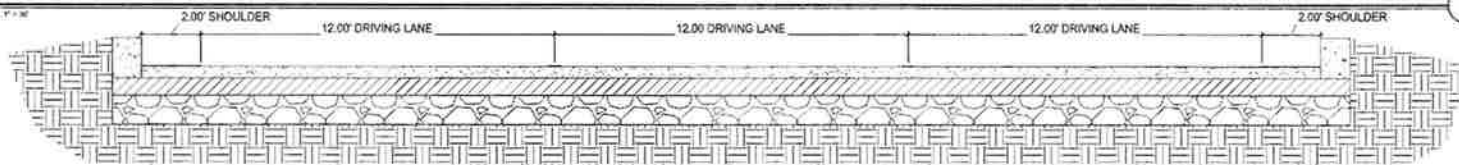
mstooksbury@fbconcord.org





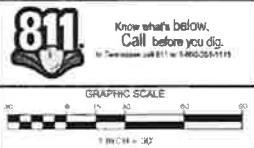
NEW SITE ENTRANCE PLAN

SCALE: 1" = 10'



NEW SITE ENTRANCE CROSS SECTION

SCALE: 1" = 5'



MBI

OWNER
 PROJECT
 DATE
 DRAWN
 CHECKED
 SCALE

NOT FOR CONSTRUCTION

NEW SITE
 ENTRANCE FOR FIRST
 BAPTIST CONCORD CHURCH
 PROJECT NUMBER

PROJECT NO.
 SHEET NO.
 DATE
 DRAWN
 CHECKED
 SCALE

811
 Know what's below.
 Call before you dig.
 In Tennessee call 811 or 1-800-355-1115

GRAPHIC SCALE
 0 10 20 30 40 50
 1" = 10'

NEW SITE
 ENTRANCE PLAN
 SHEET NO.
 C300

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

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

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

**MINUTES
FARRAGUT MUNICIPAL PLANNING COMMISSION**

March 20, 2008

MEMBERS PRESENT:

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

MEMBERS ABSENT:

Ron Honken

Staff Representative:

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

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

CITIZEN FORUM

No items discussed.

APPROVAL OF MINUTES

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

AGENDA ITEMS

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

Staff recommended approval of the 60 day extension.

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

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

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

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

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

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

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

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

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

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

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

The commission supported Master Concept Plan 2.

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

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

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

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

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

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

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

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

RECESS FROM 10:40PM TO 10:55PM

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

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

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

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

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

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

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

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

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

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

PUBLIC HEARING ON OTHER PROPOSED LOCATIONS FOR NEW UTILITIES

None at this time.

FMPC - Minutes

3/1/08

Page 6

ADJOURNMENT

The meeting adjourned at 12:05 am

Carol Evans, Sec.
Carol Evans, Secretary

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

LAW OFFICES
FRANTZ, MCCONNELL & SEYMOUR LLP
ESTABLISHED 1902

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

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

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

March 17, 2008

Via email only

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

Re: Subdivision Plans of the First Baptist Church of Concord

Dear Ms. Hawk:

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

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

I will enumerate the issues:

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

Page 2
March 17, 2008
Re: First Baptist Church

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

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

3/20/08

Page 9

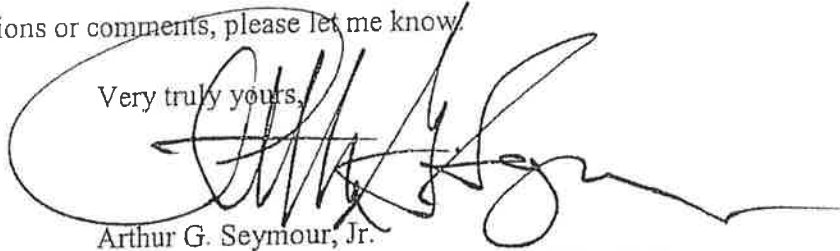
Page 3

March 17, 2008

Re: First Baptist Church

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

Very truly yours,

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

Arthur G. Seymour, Jr.

FRANTZ, McCONNELL & SEYMOUR, LLP

AGSJ:alh

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

**LEWIS KING**

FMPC - Minutes
3/20/08
Page 10

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

April 7, 2008

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

Hand delivered

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

Dear Arthur:

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

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

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

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

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

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3/20/08
Page 11

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

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

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Page 12

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

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

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

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

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

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

Very truly yours,

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



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

JKK/slt

cc: Dale Collins
Tom Hale
Ruth Hawk

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

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

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

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

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

SECTION 1.

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

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

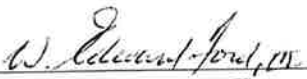
ORDINANCE 08-05

Page 2

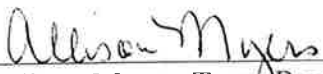
2. That First Baptist Church of Concord prepare a subdivision plat that dissolves the old Belleaire Drive right-of-way and establishes a new Belleaire Drive and associated right-of-way and easements, which is approved by the Farragut Municipal Planning Commission and recorded at the Knox County Register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

SECTION 2.

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



W. Edward Ford, III, Mayor



Allison Myers, Town Recorder

ORDINANCE 08-05

Page 3

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

Robert M Hill Chair.

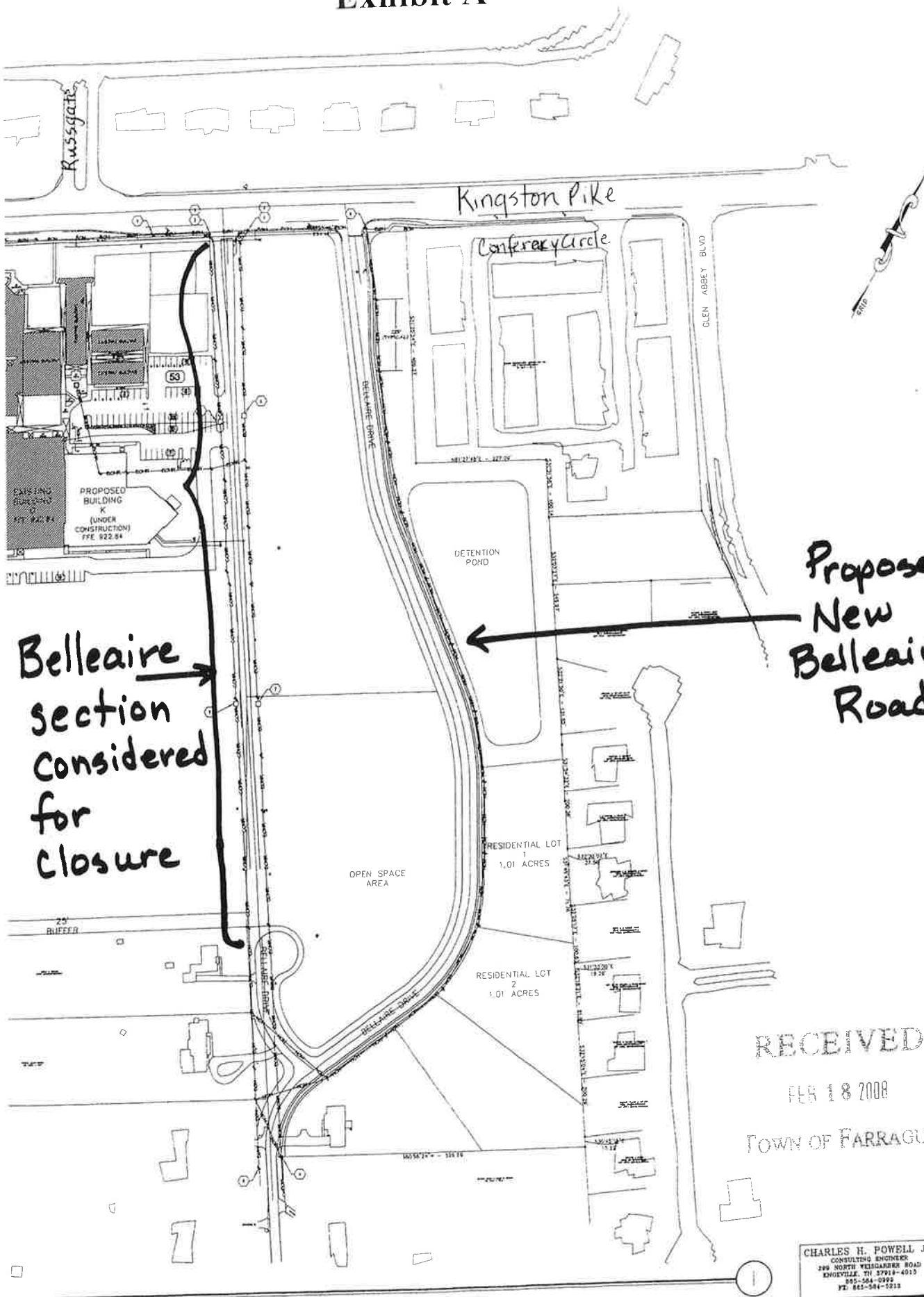
Robert M. Hill, Chairman

Carol Evans, Sec

Carol Evans, Secretary

FARRAGUT MUNICIPAL PLANNING COMMISSION

Exhibit A



MBI

michael brady inc.

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

THE DESIGN PROFESSIONAL
CERTIFIES THAT ANY AND ALL
INCOMPETENCY AND NEGLIGENCE
FOR PROJECTS WOODS/ADAMS
FROM FAILURE TO FOLLOW
THESE PLANS, SPECIFICATIONS
AND THE DESIGN CONTRACT SHALL
BE THE DESIGN PROFESSIONAL'S
SOLE RESPONSIBILITY. DESIGN
TO OBTAIN AND/OR HOLD
THE DESIGN PROFESSIONAL'S
LICENSE WITH REGARD TO
ANY VIOLATIONS, VIOLATIONS
INCONSISTENCIES AND/OR
IN CONFLICTS WHICH ARE
ALIGNED

CONTRACT # 10000000000000000000



FIRST BAPTIST CONCORD

11704 KINGSTON PIKE
FARRAGUT, TENNESSEE

A PRELIM PLANT FOR:

- THIS DRAWING HAS BEEN ISSUED:
- ☐ FOR REVIEW ONLY
 - ☐ FOR PERMITTING ONLY
 - ☐ SCHEMATIC DESIGN
 - ☐ DESIGN DEVELOPMENT
 - ☐ CONSTRUCTION DOCUMENTS

Drawing Title:
SITE PLAN - ELECTRICAL

RECEIVED

FEB 18 2008

TOWN OF FARRAGUT

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

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

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

Long Range Property Utilization Plan - 2

First Baptist Concord

February 11, 2008

APPROVED FOR CONSTRUCTION BY THE
CONCORT BOARD
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RECEIVED

18 7108

TOWN OF FARRAGUT

THERE ARE NO ENVIRONMENTALLY
SENSITIVE AREAS ON THIS SITE

PLAN IS FOR REVIEW ONLY -
NOT FOR CONSTRUCTION

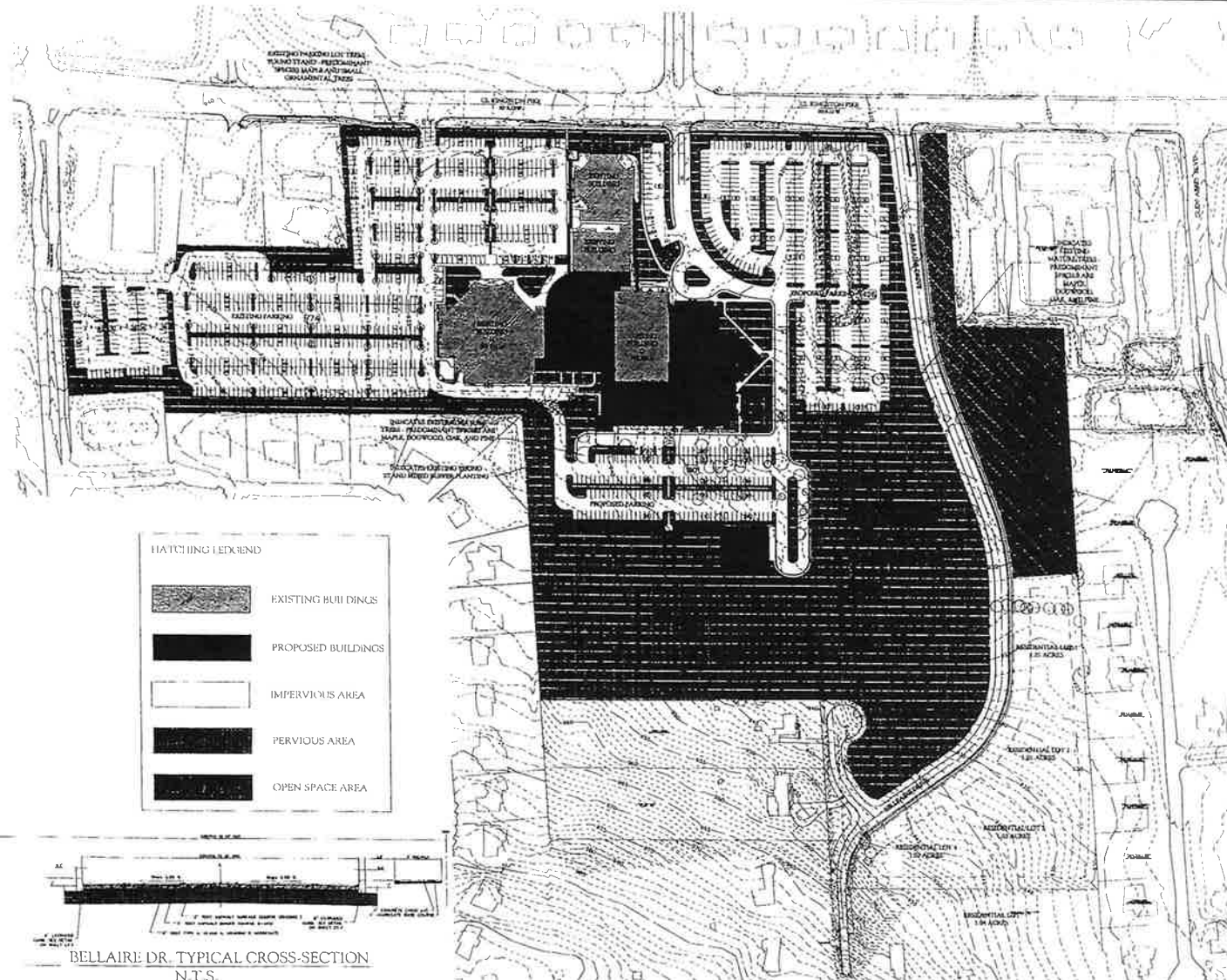


Exhibit B



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

4-16-09



NOTES:

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

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

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

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

CERTIFICATE OF APPROVAL FOR RECORDING

RELEASE OF EASEMENT(S) CERTIFICATION

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

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

Signature (Electricity) Jay Hiner LCUB 12-19-0

CERTIFICATE OF STREETS APPROVAL

TOWN ENGINEER 1/15/10
DATE

LICENSE NO. 20 709

CERTIFICATE OF APPROVAL OF STREET NAMES

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

LINE-TYPE LEGEND

An aerial photograph of a rural area with several horizontal lines drawn across it to represent different boundaries. From top to bottom, the lines are labeled as follows:

- FENCE LINE: A solid line with small cross-ticks.
- CENTER LINE: A dashed line.
- ACCESS ESMT: A dash-dot line.
- DRAINAGE ESMT: A dotted line.
- OPENSACE ESMT: A line with larger dots or crosses.
- SIGN ESMT: A line with small circles or dots.
- SANITARY ESMT: A long-dashed line.
- WATER ESMT: A short-dashed line.
- BUFFER LINE: A line with plus signs (+).
- ZONING LINE: A line with the word "ZONE" written twice at intervals.
- GAS ESMT: A line with small vertical dashes or ticks.

The background shows fields, some trees, and a road running vertically through the center-right portion of the map.