

A G E N D A

FARRAGUT BOARD OF MAYOR AND ALDERMEN

March 28, 2013

BUDGET WORKSHOP

Department Presentations

5:45 PM

Community Health Appointment Workshop

6:30 PM

BMA MEETING

7:00 PM

- I. Silent Prayer, Pledge of Allegiance, Roll Call**
- II. Approval of Agenda**
- III. Mayor's Report**
- IV. Citizens Forum**
- V. Approval of Minutes**
 - A. March 14, 2013
- VI. Business Items**
 - A. Appointment to the Community Health Council
 - B. Resolution R-2013-03, a resolution requesting that the Tennessee Department of Transportation designate the intersection of Hwy. 70/S. R. 1 and Hwy. 11/S. R. 2 (Dixie Lee Junction) as a Signature/Gateway Intersection and to incorporate aesthetic improvements in the proposed redesign of this intersection
 - C. Approval of Proposal for Landscape and Engineering Services for Outdoor Classroom on Campbell Station Road
- VII. Town Administrator's Report**
- VIII. Attorney's Report**

A G E N D A

FARRAGUT BOARD OF MAYOR AND ALDERMEN

March 14, 2013

BUDGET WORKSHOP

Revenue/Expenditure Projections

6:00 PM

Beer Board

6:55 PM

BMA MEETING

7:00 PM

- I. Silent Prayer, Pledge of Allegiance, Roll Call**
- II. Approval of Agenda**
- III. Mayor's Report**
- IV. Citizens Forum**
- V. Approval of Minutes**
 - A. February 14, 2013
- VI. Business Items**
 - A. Approval of Resolution R-2013-02, Declaring Certain Town Property to be Surplus Property
 - B. Appointment to the Community Health Council
 - C. Approval of a Supplemental Trust Retirement Plan
 - D. Approval of Supplemental Trust Retirement Plan Investment Policy Statement
 - E. Approval of Supplemental Trust Retirement Plan Trust Agreement
- VII. Town Administrator's Report**
- VIII. Attorney's Report**

The Farragut Board of Mayor and Aldermen met in a regular session on Thursday, March 14, 2013 at 7:00 p.m.

Members present were Mayor McGill, Aldermen Elliott, Honken, LaMarche and Markli.

Approval of Agenda

Motion was made to approve the agenda with the postponement of item VI.B. Community Council Appointment. Moved by Alderman LaMarche, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Elliott, Honken, LaMarche and Markli; motion passed.

Mayor's Report

Mayor McGill announced that he, Alderman LaMarche and Alderman Honken had attended the Tennessee Municipal League conference and the National League of Cities conference.

Approval of Minutes

Motion was made to approve the minutes of February 14, 2013 as presented. Moved by Alderman Markli, seconded by Alderman Honken; voting yes, Mayor McGill, Aldermen Elliott, Honken, LaMarche and Markli; motion passed.

Business Items

Approval of Resolution R-2013-02, Declaring Certain Town Property to be Surplus Property

Motion was made to approve Resolution R-2013-02. Moved by Alderman Elliott, seconded by Alderman Honken; voting yes, Mayor McGill, Aldermen Elliott, Honken, LaMarche and Markli; motion passed.

Approval of a Supplemental Trust Retirement Plan

Motion was made to approve the Supplemental Trust Retirement Plan as presented. Moved by Alderman Honken, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Elliott, Honken, LaMarche and Markli; motion passed.

Approval of Supplemental Trust Retirement Plan Investment Policy Statement

Motion was made to approve the Supplemental Trust Retirement Plan Investment Policy Statement. Moved by Alderman Honken, seconded by Alderman LaMarche; voting yes, Mayor McGill, Aldermen Elliott, Honken, LaMarche and Markli; motion passed.

Approval of Supplemental Trust Retirement Plan Trust Agreement

Motion was made to approve the Supplemental Trust Retirement Plan Trust Agreement. Moved by Alderman Honken, seconded by Alderman LaMarche; voting yes, Mayor McGill, Aldermen Elliott, Honken, LaMarche and Markli; motion passed.

Town Administrator's Report

David Smoak, Town Administrator, informed the Board that Mika Larson, Eagle Scout, is working on a project at the First Farragut United Methodist Church. The project is so large that it is required to have a building permit. Motion was made to waive the \$100 fee for the Eagle Scout project at the church. Moved by Alderman LaMarche, seconded by Alderman Honken; voting yes, Mayor McGill, Aldermen Elliott, Honken, LaMarche and Markli; motion passed.

Meeting adjourned at 7:18 PM.

AGENDA NUMBER VI. A.

MEETING DATE March 28, 2013

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of Committee Appointment to the Community Health Council

INTRODUCTION: The purpose of this business item is to appoint a member to a staggered three-year term on the Community Health Council.

BACKGROUND: The Board of Mayor and Alderman approved Ordinance 12-18 on January 10, 2013 which established the Community Health Council and aligned Farragut, Knox County and City of Knoxville to improve community health. One (1) member is to be appointed by the Board of Mayor and Alderman and one (1) member appointed by the Mayor.

Enclosed in your packets are applications from Kathleen Douthat, Debbie Pinchok, Louis Povlin, R. Mark Ray and Mary Ellen Reda.

PROPOSED MOTION: To appoint _____ as the Board appointee to the Community Health Council.

BOARD ACTION:

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

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

Pam Hall

From: noreply@civicplus.com
Sent: Friday, February 22, 2013 3:27 PM
To: Pam Hall
Subject: Online Form Submittal: Community Health Council Application

If you are having problems viewing this HTML email, click to view a [Text version](#).

Community Health Council Application

Town of Farragut Community Health Council

Name*

Kathleen Brien Douthat

Address1*

421 E. Fox Den Drive

City*

Knoxville

State*

TN

Zip*

37934

Home Phone*

865-671-7229

Business Phone

865-539-7293

Email

douthat@tds.net

Occupation

Counselor at Pellissippi State Community College

Education

Bachelor of Science in Health Education, Central Michigan University Master of Education in Counseling and Guidance, Lincoln Memorial University Ph.D. in Educational Psychology and Research (in progress - due to graduate 8/13)

Why would you like to serve on the Community Health Council?

I think that mental health is a very important aspect of our overall health and should be considered in all that we do. As a resident of the Town of Farragut, I want to see my neighbors, co-workers, and friends live as healthfully as possible. To that end, I believe that there is much that I could contribute to this council, especially from a mental health perspective.

Resume (if desired)

[]

Uploaded: Kathy

Douthat Resume

2012-r.doc

**Please login to view
the uploaded file.**

I give person to the Town of Farragut to use my likeness on the web and/or Town publications. I have read and understand the Codes of Ethics Ordinance and the applicable committee charter, ordinance and/or by-laws.

Name*

Date*

Kathleen Brien 02/22/2013
Douthat

The following form was submitted via your website: Community Health Council Application

Town of Farragut Community Health Council:

Name: Kathleen Brien Douthat

Address1: 421 E. Fox Den Drive

City: Knoxville

State: TN

Zip: 37934

Home Phone: 865-671-7229

Business Phone: 865-539-7293

Email: douthat@tds.net

Occupation: Counselor at Pellissippi State Community College

Education: Bachelor of Science in Health Education, Central Michigan University
Master of Education in Counseling and Guidance, Lincoln Memorial University
Ph.D. in Educational Psychology and Research (in progress - due to graduate 8/13)

Why would you like to serve on the Community Health Council?: I think that mental health is a very important aspect of our overall health and should be considered in all that we do. As a resident of the Town of Farragut, I want to see my neighbors, co-workers, and friends live as healthfully as possible. To that end, I believe that there is much that I could contribute to this council, especially from a mental health perspective.

Resume (if desired): Kathy Douthat Resume 2012-r.doc

I give person to the Town of Farragut to use my likeness on the web and/or Town publications. I have read and understand the Codes of Ethics Ordinance and the applicable committee charter, ordinance and/or by-laws.:

Name: Kathleen Brien Douthat

Date: 02/22/2013

Additional Information:
Form Submitted on: 2/22/2013 2:27:27 PM



TOWN OF FARAGUT COMMUNITY HEALTH COUNCIL APPLICATION

Name Debbie Pinchok
Address 12618 Red Canyon Rd. Zip 37934
Knoxville, TN
Home Phone 865-675-6135 Business Phone _____
Fax 865-675-6135 E-mail dpinchok@tdsonet
Occupation RN
Education BSN- West Virginia University
Why would you like to serve on the Community Health Council (attach resume or additional information if desired):
see attached

I give my permission to the Town of Farragut to use my likeness on the web and/or Town publications. I have read and understand the Code of Ethics Ordinance and the applicable committee charter, ordinance or and/or by-laws.

Signature Debbie Pinchok Date 2/1/13

Please sign, date and return to:
Farragut Town Hall, 11408 Municipal Center Drive, Farragut, TN 37934
Fax: 675-2096 or scan/e-mail to pam.hall@townoffarragut.org

I want to serve on the Community Health Council because I want to be the voice of reality and experience in our community. Despite the advances in knowledge and technology that I have seen over my forty year career in health care, our citizens continue to choose unhealthy lifestyles and then expect nurses, doctors and hospitals to be able to “cure” them. Our people need access to more facilities, more programs, and better and accurate information to help them make wise health care choices. With increasing life spans and living longer with chronic diseases, these choices impact our citizens and our community with ever increasing implications. We all deserve the opportunity to live our years with health, vitality, and to make them as productive and engaged as they can possibly be.

Debbie Pinchok, RN, BSN, CEN

12618 Red Canyon Rd.
Knoxville, TN 37934

Phone 865-675-6135
Fax 865-675-6135
E-mail: dpinchok@tds.net

Professional

BAPTIST HOSPITAL OF EAST TENNESSEE (now Turkey Creek Medical Center, Tennova Health Care System)

6/2000-Present, 10/88-1993 – Staff nurse in the Emergency Dept. and Chest Pain Emergency Center

1993-2000 – CLINICIAN in the Emergency Dept. and Chest Pain Emergency Center. Responsibilities included staff education, orientation of new employees, developing new policies and procedures, and quality improvement

HARRIS METHODIST, Fort Worth, Texas 9/86-11/87. Staff nurse in ED

CORAL REEF HOSPITAL, Miami, FL 7-81-3-86, 7/79-2/80. Charge/staff nurse in ED

ODESSA MEDICAL CENTER, Odessa, Texas. 2/77-8/78, 2/76-9/76. Charge and staff Nurse in the ED

MIAMI VALLEY HOSPITAL, Dayton, Ohio. 6/72-8/75. Several areas and positions.

Education

- ◆ PEDIATRIC ADVANCED LIFE SUPPORT PROVIDER-Current
- ◆ ADVANCED CARDIAC LIFE SUPPORT PROVIDER since 1984
- ◆ CEN (CERTIFIED EMERGENCY NURSE) advanced certification since 1985
- ◆ TNCC PROVIDER (TRAUMA NURSING CORE COURSE) - Current
- ◆ ADVANCED CARDIAC LIFE SUPPORT INSTRUCTOR (inactive)
- ◆ BASIC TRAUMA LIFE SUPPORT INSTRUCTOR (inactive)
- ◆ BASIC LIFE SUPPORT INSTRUCTOR (inactive)
- ◆ EMERGENCY NURSING PEDIATRIC COURSE, 1999

WEST VIRGINIA UNIVERSITY – Graduated Cum Laude, 1972, BSN. Member of Sigma Theta Tau, Professional Nursing Honorary.

Achievements And Awards

2012-Received “Exceptional” rating on annual evaluation

2007- Silver Lamp Nursing Excellence Award-top level with \$2000 scholarship for Continuing Education

2002 – Baptist University Staff Development Institute Certificates of Recognition for National Specialty Certification and Continuing Education

- ◆ ED Coordinator and trainer for development and implementation of a new computerized tracking board system

2001- Baptist University Staff Development Institute Advance Recognition Award

2000- Baptist University Staff Development Institute Certificate of Recognition for Continuing Education

1998 – Nursing Excellence Award, Baptist Hospital of East Tennessee

1993-2000

- ◆ Chaired Chest Pain Collaborative Guideline Committee
- ◆ Developed Pediatric Age Specific Stickers utilized to help meet JCAHO age-specific assessment requirements
- ◆ Created “Tips and Tidbits” educational tools used for patient/family education
- ◆ Developed a “Lab Information Sheet” used for patient/family education
- ◆ Precepted new employees
- ◆ Organized and presented “Skills Days” on an annual basis complete with multiple AV presentations including Power Point
- ◆ Taught many classes in ACLS, BLS, BTLS, and annual skill competency days
- ◆ PERFECT ATTENDANCE for over 24 years with Baptist, Mercy and Tennova

1987 – HARRIS METHODIST

- ◆ Developed new “Aftercare Instruction Sheets”
- ◆ Co-authored handbook for new ED nurses

1975 – 1976 - ODESSA, TEXAS

- ◆ **Founded and was first president of the Permian Basin Chapter of the American Association of Critical-Care Nurses**

References

Available upon request

Pam Hall

From: noreply@civicplus.com
Sent: Sunday, February 24, 2013 3:36 PM
To: Pam Hall
Subject: Online Form Submittal: Community Health Council Application

If you are having problems viewing this HTML email, click to view a [Text version](#).

Community Health Council Application

Town of Farragut Community Health Council

Name*

Louise Povlin

Address1*

12830 Stahl Drive

City*

Knoxville

State*

TN

Zip*

37934

Home Phone*

865-671-3522

Business Phone

865-671-1112

Email

louise.povlin@anytimefitness.com

Occupation

Owner, Anytime Fitness

Education

Graduate of Rutgers University

Why would you like to serve on the Community Health Council?

I believe I could support the Community Health Council through my background as an athlete through high school, as a participant in many running events and ownership of a fitness facility based in Farragut with real world experience of the challenges of staying fit. Being the mother of three, managing our home and running a business gives me a great perspective on how difficult it can be to find the time to maintain a fitness regime.

I give person to the Town of Farragut to use my likeness on the web and/or Town publications. I have read and understand the Codes of Ethics Ordinance and the applicable committee charter, ordinance and/or by-laws.

Name*

Louise Povlin

Date*

2/24/13

The following form was submitted via your website: Community Health Council Application

Town of Farragut Community Health Council:

Name: Louise Povlin

Address1: 12830 Stahl Drive

City: Knoxville

State: TN

Zip: 37934

Home Phone: 865-671-3522

Business Phone: 865-671-1112

Email: louise.povlin@anytimefitness.com

Occupation: Owner, Anytime Fitness

Education: Graduate of Rutgers University

Why would you like to serve on the Community Health Council?: I believe I could support the Community Health Council through my background as an athlete through high school, as a participant in many running events and ownership of a fitness facility based in Farragut with real world experience of the challenges of staying fit. Being the mother of three, managing our home and running a business gives me a great perspective on how difficult it can be to find the time to maintain a fitness regime.

I give person to the Town of Farragut to use my likeness on the web and/or Town publications. I have read and understand the Codes of Ethics Ordinance and the applicable committee charter, ordinance and/or by-laws.:

Name: Louise Povlin

Date: 2/24/13

Additional Information:

Form Submitted on: 2/24/2013 2:36:01 PM

Submitted from IP Address: 71.80.75.197

Form Address: <http://www.townoffarragut.org/FormCenter/Community-Health-Council-19/Community-Health-Council-Application-83>

Pam Hall

From: noreply@civicplus.com
Sent: Wednesday, March 06, 2013 10:09 PM
To: Pam Hall
Subject: Online Form Submittal: Community Health Council Application

If you are having problems viewing this HTML email, click to view a [Text version](#).

Community Health Council Application

Town of Farragut Community Health Council

Name*

R. Mark Ray

Address1*

701 Whispering Hills Ln

City*

Farragut

State*

TN

Zip*

37938

Home Phone*

865-660-8104

Business Phone

same

Occupation

physician

Education

received an M.D. from Wake Forest School of Medicine in 1997

Why would you like to serve on the Community Health Council?

I am very interested in the role of local government in establishing an environment where a community can thrive. As a physician I am concerned with the health of individuals and communities. I believe that local government can be a great resource in shaping health trends in the township of Farragut.

Resume (if desired)

[]

Uploaded: 2013 CV -
updated-5.doc

**Please login to view the
uploaded file.**

I give person to the Town of Farragut to use my likeness on the web and/or Town publications. I have read and understand the Codes of Ethics Ordinance and the applicable committee charter, ordinance and/or by-laws.

Name*

R. Mark Ray, M.D.

Date*

March 6, 20`13

The following form was submitted via your website: Community Health Council Application

Town of Farragut Community Health Council:

Name: R. Mark Ray

Address1: 701 Whispering Hills Ln

City: Farragut

State: TN

Zip: 37938

Home Phone: 865-660-8104

Business Phone: same

Occupation: physician

Education: received an M.D. from Wake Forest School of Medicine in 1997

Why would you like to serve on the Community Health Council?: I am very interested in the role of local government in establishing an environment where a community can thrive. As a physician I am concerned with the health of individuals and communities. I believe that local government can be a great resource in shaping health trends in the township of Farragut.

Resume (if desired): 2013 CV - updated-5.doc

I give person to the Town of Farragut to use my likeness on the web and/or Town publications. I have read and understand the Codes of Ethics Ordinance and the applicable committee charter, ordinance and/or by-laws.:

Name: R. Mark Ray, M.D.

Date: March 6, 20`13

Additional Information:

Form Submitted on: 3/6/2013 9:09:21 PM

Submitted from IP Address: 96.60.255.87

Form Address: <http://www.townoffarragut.org/FormCenter/Community-Health-Council-19/Community-Health-Council-Application-83>

Pam Hall

From: noreply@civicplus.com
Sent: Wednesday, March 06, 2013 7:57 PM
To: Pam Hall
Subject: Online Form Submittal: Community Health Council Application

If you are having problems viewing this HTML email, click to view a [Text version](#).

Community Health Council Application

Town of Farragut Community Health Council

Name*

mary ellen reda

Address1*

308 fruitwood lane

City*

farragut

State*

tn

Zip*

37934

Home Phone*

8657770621

Email

mes2591@gmail.com

Occupation

Regional Occupational Health Programs Manager for a Federal Agency

Education

Pasco-Hernando Community College-Registered Nurse Certified Medical Case Manager credentials

Why would you like to serve on the Community Health Council?

I have been an occupational health provider for over 20 years. I am aware of how illness can affect an employee population and the bottom-line of a company. Wellness initiatives save companies money. Currently, I manage a 15 office area for my employer. I provide opportunities for the employees of the workplace to participate in Wellness Programs. We have seen a positive outcome from these programs. For example, smoking has been reduced and exercise has increased. I feel that local communities can be a positive influence with Wellness promotion for the citizens. I would like to be a part of this team. Please consider my application and experience as a Occupational Health Provider for this committee. I would love to and be proud to represent my home community.

I give person to the Town of Farragut to use my likeness on the web and/or Town publications. I have read and understand the Codes of Ethics Ordinance and the applicable committee charter, ordinance and/or by-laws.

Name*

Mary Ellen
Sweeney-Reda

Date*

3/6/2013

The following form was submitted via your website: Community Health Council Application

Town of Farragut Community Health Council:

Name: mary ellen reda

Address1: 308 fruitwood lane

City: farragut

State: tn

Zip: 37934

Home Phone: 8657770621

Email: mes2591@gmail.com

Occupation: Regional Occupational Health Programs Manager for a Federal Agency

Education: Pasco-Hernando Community College-Registered Nurse
Certified Medical Case Manager credentials

Why would you like to serve on the Community Health Council?: I have been an occupational health provider for over 20 years. I am aware of how illness can affect an employee population and the bottom-line of a company. Wellness initiatives save companies money. Currently, I manage a 15 office area for my employer. I provide opportunities for the employees of the workplace to participate in Wellness Programs. We have seen a positive outcome from these programs. For example, smoking has been reduced and exercise has increased. I feel that local communities can be a positive influence with Wellness promotion for the citizens. I would like to be a part of this team. Please consider my application and experience as a Occupational Health Provider for this committee. I would love to and be proud to represent my home community.

I give person to the Town of Farragut to use my likeness on the web and/or Town publications. I have read and understand the Codes of Ethics Ordinance and the applicable committee charter, ordinance and/or by-laws.:

Name: Mary Ellen Sweeney-Reda

Date: 3/6/2013

Additional Information:

Form Submitted on: 3/6/2013 6:57:01 PM

Submitted from IP Address: 96.60.251.241

Form Address: <http://www.townoffarragut.org/FormCenter/Community-Health-Council-19/Community-Health-Council-Application-83>

AGENDA NUMBER V1.C. MEETING DATE March 28, 2013

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl W. Smith, PE *[Signature]*

SUBJECT: **Approval of Proposal from McGill Associates, PA, for Design and Engineering Services for Outdoor Classroom Project on Campbell Station Road**

INTRODUCTION: The purpose of this item is the approval of a proposal for design of the Outdoor Classroom and Water Quality Demonstration Area on Campbell Station Road.

BACKGROUND: In 2010, the Town's Stormwater Coordinator, Jason Scott, proposed the idea of creating an outdoor classroom and water quality demonstration area on the Town's property near the entrance to Farragut High School on Campbell Station Road. The project, similar to the outdoor classroom in Halls, is intended to provide a variety of learning experiences for students and teachers at Farragut Schools, as well as the greater Farragut community. In addition, the project will provide physical examples of water quality Best Management Practices, in keeping with the educational components of our NPDES stormwater permit.

Late in 2010, the Town applied for and received a 319(h) grant from the Tennessee Department of Agriculture for \$10,000 for the inclusion of water quality elements such as stream buffers and rain gardens. Since that time, the general concept of the project has evolved into a plan that meets both the functional needs of an outdoor classroom, as well as the aesthetic considerations of the Town. The project will include a façade along the Campbell Station Road frontage for the purpose of providing additional security and a more visually appealing front for passing motorists.

McGill Associates, PA has provided the attached proposal for your approval. This proposal includes a lump sum fee of \$31,350, with an anticipated completion of design by June 28, so that we may advertise for bids in July. Staff recommends approval.

FINANCIAL SECTION:

Project: **Outdoor Classroom**

<u>Project Budget</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$100,000	\$31,350	\$0	\$68,650

Approved By: *A. Myers*

RECOMMENDATION BY: Darryl Smith, Town Engineer, for approval.

PROPOSED MOTION: Approval of proposal from McGill Associates for design services for \$31,350.

BOARD ACTION:

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

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

TOWN OF FARRAGUT

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made by and between **Town of Farragut** ("Client") and **McGill Associates, P.A.** ("Contractor") for professional services for the assignment described as follows:

Project: Farragut Outdoor Classroom

Location: 220 Campbell Station Road, Farragut TN

Description of Project: Outdoor Classroom project to be constructed at 220 Campbell Station Road, Farragut TN

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.

1. **Compensation.** Client shall compensate Contractor for the Basic Services as follows: A lump sum fee of \$31,350.00, including reimbursable expenses. In addition, Client shall pay Contractor for additional services that may be requested by the Client beyond the Basic Services in accordance with the hourly rate schedule attached as **Attachment B** to this Agreement.

2. **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 December 20, 2013. 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.

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

4. **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.

5. **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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **Indemnification.**

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

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

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

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

15. **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:

McGill Associates, P.A.

By: _____

Printed
Name: _____

Title: _____

Date: _____

ATTACHMENT “A” - BASIC SERVICES

CONCEPT PHASE

- Prepare two conceptual plans for the Outdoor Classroom project to be constructed at 220 Campbell Station Road. The conceptual plans will lay out key features such as a cistern, rain garden, aquatic buffer demonstration area, community garden/planting space and amphitheater with bench seating, and the location of an ADA compliant natural surface trail. The front portion of the property (along the frontage of Campbell Station Road) must include a manicured façade that will provide additional safety for users of the space as well as an aesthetic amenity to those driving by the space. This façade may include “moguls” along with vegetation.
- Conduct boundary and topographical survey of the Outdoor Classroom property.
- Attendance of up to 5 meetings with OWNER and committees during preparation of concept:
 - a) 1 meeting with staff on-site to analyze the space and discuss general visioning.
 - b) 2 meetings (one each) with Stormwater Advisory Committee and Park & Athletics Council
 - c) Up to 2 meetings with OWNER to consolidate comments and finalize the concept plan to be recommended to the Planning Commission and BOMA.
- Prepare final rendering of concept plan after approval from Stormwater Advisory Committee and Parks and Athletics Council.
- Attendance of 2 Public Meetings
 - a) Planning Commission Meeting
 - b) Board of Mayor and Alderman Meeting

CONSTRUCTION DOCUMENT PHASE

- Prepare the complete bid documents, contract documents, technical specifications and construction drawings (24” x 36”) to detail the character and scope of the work including all design functions and coordination for all construction sequencing of the project as determined in the Concept Phase.
- Attend a final meeting with OWNER for discussion of review comments.

- Prepare Notice of Intent (NOI) and Storm Water Pollution Prevention Plan (SWPPP) to assist the OWNER in securing approval from the Tennessee Department of Environment and Conservation (TDEC).
- Provide a long-term maintenance program that will enable the Town's staff to properly identify plant species and maintain all planted areas.
- Furnish 10 sets of final construction drawings and specifications for bidding purposes per the anticipated development schedule included in Section 5.

ATTACHMENT "B" - ADDITIONAL SERVICES AND HOURLY RATE SCHEDULE

BASIC FEE SCHEDULE

April 1, 2010

<u>PROFESSIONAL FEES</u>	<u>Hourly Rate</u>
Senior Project Manager	\$155.00
Project Manager	\$135.00
Project Specialist	\$135.00
Financial Analyst	\$100.00
Senior Project Engineer	\$120.00
Project Engineer	\$105.00
Engineering Associate	\$ 85.00
Senior Engineering Technician	\$ 90.00
Engineering Technician	\$ 75.00
Senior Planner	\$100.00
Associate Planner	\$ 85.00
Property Specialist	\$ 65.00
Planner	\$ 70.00
Construction Services Manager	\$125.00
Senior Construction Administrator	\$100.00
Construction Administrator	\$ 80.00
Construction Document Coordinator	\$ 60.00
Administrative Assistant	\$ 60.00
Senior Construction Field Representative	\$ 75.00
Construction Field Representative	\$ 65.00
Surveying Services Manager	\$155.00
Survey Manager	\$105.00
Project Surveyor	\$ 90.00
Surveying Associate	\$ 75.00
Senior Survey Technician	\$ 65.00
Survey/GIS Technician	\$ 55.00
Survey Rodman	\$ 45.00
Electrical Services Manager	\$155.00
Firm Principal	\$180.00
Finance Officer	\$ 90.00
Senior CADD Operator	\$ 75.00
CADD Operator	\$ 65.00
Clerical	\$ 50.00

EXPENSES

- A. Mileage - \$0.65/mile
- B. Robotics/GPS Equipment - \$25/hr.

- C. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

ASSOCIATED SERVICES - Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.

If authorized by the OWNER, the CONSULTANT will furnish or obtain from others additional services of the following types which are not considered Basic Services under this Agreement.

- Additional services resulting from significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction.
- Revising previously approved studies, reports, design documents, drawings or specifications, when such revisions are due to causes beyond the control of the CONSULTANT.
- Preparing documents for alternate bids requested by the OWNER for work which is not executed or documents for out-of-sequence work other than agreed upon in the Preliminary Phase.
- Services in connection with change orders to reflect changes requested by the OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.
- Services during the bidding and/or construction phase.
- Preparing to serve or serving as a witness for the OWNER in any litigation, condemnation or other legal or administrative proceeding involving the Project.
- Additional services in connection with the Project, including services normally furnished by the OWNER and services not otherwise provided for in this Agreement.

Farragut High School Entrance

N
Northern Sidewalk
Connection

North Campbell Station Road

Mulch Trail

Connection to Approved
Walking Connector on
Solomon Property

Raised bed planters for a
variety of agricultural, soil
and turf applications.

Rain Garden, Stormwater BMP Demonstration
with interpretive sign.

Habitat & Stream Buffer
w/ Water Tolerant Plants

North Fork of Turkey Creek

**Farragut Outdoor Classroom
and Water Quality Demonstration Are
Phase I**

Southern Sidewalk
Connection

