

A G E N D A

FARRAGUT BOARD OF MAYOR AND ALDERMEN

March 13, 2014

WORKSHOP

5:45 PM

**Rural Metro Fire Truck Demonstration
Revenue/Expenditure Projections
Program Changes**

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 27, 2014
- VI. Business Items**
 - A. Approval of request for a variance from the Driveways and Other Access Ways ordinance to modify the existing Kingston Pike access associated with the former Ott's Barbeque site at 12828 Kingston Pike, Zoned C-1 (MBH, Inc., Applicant)
 - B. Approval of Professional Services Contract for Architectural Design Guidelines
 - C. Approval of Proposal from Canon and Canon, Inc. for Engineering Services for the Kingston Pike Greenway Project (Old Stage Road to Virtue Road)
 - D. Approval of Resolution 2014-04 Supporting Local Parks and Recreation (LPRF) Fund Grant Application
- VII. Town Administrator's Report**
- VIII. Attorney's Report**

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



3/6/2014

Rural/Metro Fire Department is pleased to announce a new addition to the fleet of apparatus serving the Town of Farragut. The new 2014 Pumper, custom built by Ferrara Fire Apparatus for Rural/Metro, will be housed at Station 41 at 160 Campbell Station Road, one of two fire stations operating within the Town of Farragut. The new apparatus holds 750 gallons of water, has a 1250 gallon per minute pump, and will carry six firefighters.

Rural/Metro Fire Department is honored to serve the Town of Farragut, and with this new addition we can better serve the Town of Farragut for many years.

Including the two stations within the Town of Farragut, Rural/Metro Fire Department operates 15 fire stations within Knox County.

MINUTES

FARRAGUT BOARD OF MAYOR AND ALDERMEN

February 27, 2014

WORKSHOP

5:30 PM

BEER ORDINANCE DISCUSSION

BUDGET WORKSHOP-DEPARTMENT PRESENTATIONS

BMA MEETING

7:00 PM

- I. **Silent Prayer, Pledge of Allegiance, Roll Call**
- II. **Approval of Agenda**
- III. **Mayor's Report**
 - A. School Donation Presentation
- IV. **Citizens Forum**
- V. **Approval of Minutes**
 - A. February 13, 2014
- VI. **Ordinances**
 - A. Second Reading
 1. Ordinance 14-02, ordinance to amend Ordinance 13-19 Fiscal Year 2014 Budget, Capital Investment Program
- VII. **Business Items**
 - A. Approval of Mid-Year Committee Appointments to the Economic Development
 - B. Approval of bids for Contract 2014-12, Outdoor Classroom Project
- VIII. **Town Administrator's Report**
- IX. **Attorney's Report**

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The Farragut Board of Mayor and Aldermen met in a regular session on Thursday, February 27, 2014 at 7:00 p.m. Members present were Mayor McGill, Aldermen Elliott, Honken and LaMarche; Alderman Markli was absent.

Approval of Agenda

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

Mayor's Report

Mayor McGill presented a donation check of \$22,000 to each of the following schools: Hardin Valley Academy, Farragut High, Farragut Intermediate, Farragut Middle and Farragut Primary Schools as well as a \$10,000 donation to the Hardin Valley Education Foundation.

Approval of Minutes

Motion was made to approve the minutes of February 13, 2014 as presented. Moved by Alderman Elliott, seconded by Alderman LaMarche; voting yes, Mayor McGill, Aldermen Elliott and LaMarche; Alderman Honken abstained; Alderman Markli was absent; no nays; motion passed.

Ordinances

Second Reading

Ordinance 14-02, ordinance to amend Ordinance 13-19 Fiscal Year 2014 Budget, Capital Investment Program

Motion was made to approve Ordinance 04-02 on second and final reading. Moved by Alderman Honken, seconded by Alderman LaMarche; voting yes, Mayor McGill, Aldermen Elliott, Honken and LaMarche; Alderman Markli was absent; no nays; motion passed.

Business Items

Approval of Mid-Year Committee Appointments to the Economic Development

Motion was made to reappoint Jim Holladay to the Economic Development Committee. Moved by Alderman Elliott, seconded by Alderman Honken; voting yes, Mayor McGill, Aldermen Elliott, Honken and LaMarche; Alderman Markli was absent; no nays; motion passed.

Approval of bids for Contract 2014-12, Outdoor Classroom Project

Motion was made to award Contract 2014-12 to J&D Excavating in the amount of \$355,774 for construction of the outdoor classroom. Moved by Alderman Honken, seconded by Alderman LaMarche; voting yes, Mayor McGill, Aldermen Elliott, Honken and LaMarche; Alderman Markli was absent; no nays; motion passed.

Town Administrator's Report

David Smoak, Town Administrator, reported that the TDOT Commissioner would be the speaker at the Chamber breakfast, the Economic Development Committee will host a developer and real estate forum Wednesday March 5, and that Mark Shipley had accepted the job as Community Development Director.

Meeting adjourned at 7:40 PM.

AGENDA NUMBER V1. A.

MEETING DATE

March 13, 2014

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

ms6

SUBJECT: Request for a variance from the Driveways and Other Access Ways Ordinance to modify the existing Kingston Pike access associated with the former Ott's Barbeque site at 12828 Kingston Pike, Zoned C-1 (MBH, Inc., Applicant)

BACKGROUND:

As many of you may recall, in 2007 the original Ott's Barbeque site was redeveloped with site improvements that complied with the requirements of the Town. One aspect of this redevelopment was to formalize the access associated with this property. A right in/right out access from Kingston Pike was approved and westbound traffic was directed to the access into the property off S. Hobbs Road.

The applicant has recently obtained approval for a small expansion to the old Ott's Barbeque building in order to increase dining area space. As part of the site plan for this expansion, the applicant requested from the planning commission a modification to the right in/right out access to permit a left turn in for westbound traffic. As noted above, currently westbound traffic must access the property off S. Hobbs Road. This road has a topographically challenging approach which is demonstrated in the photographs included in the packet and the applicant feels that having an option for a left turn in from Kingston Pike would be more safe and desirable.

DISCUSSION:

Though the staff understands the applicant's point regarding the approach off S. Hobbs Road, there could be some conflicts with traffic movement based on the applicant's requested modification. A westbound left turn into this property could conflict with an eastbound turn into the Summit View Nursing Home property. In addition, even though the proposed traffic movement would be signed and striped as shown on the site plan sheet included in the packet, the removal of part of the existing curbed island would create a greater potential for someone wishing to exit the property going west from the westbound turn into the property.

RECOMMENDATION BY:

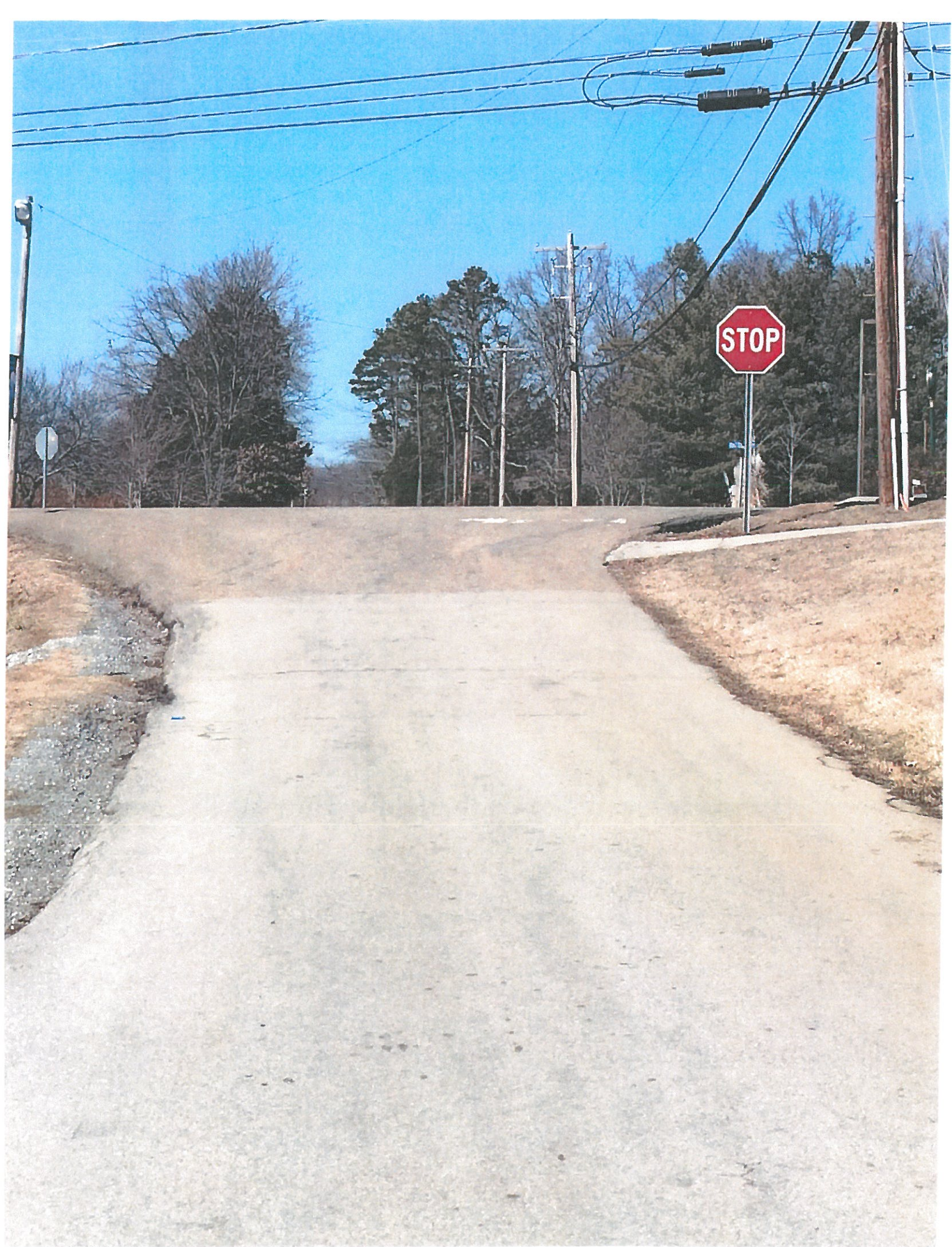
At the planning commission meeting on February 20, 2014, the staff indicated that they could not support the requested variance because it could create issues with opposing left-turns in the center turn lane off Kingston Pike. After a review of this request, the planning commission unanimously recommended that the requested access modification be approved due to the unique topographical characteristics of the existing access into the property off S. Hobbs Road. The commission felt that having a left turn option off Kingston Pike was safer than directing all westbound traffic to the S. Hobbs Road access.

PROPOSED MOTION:

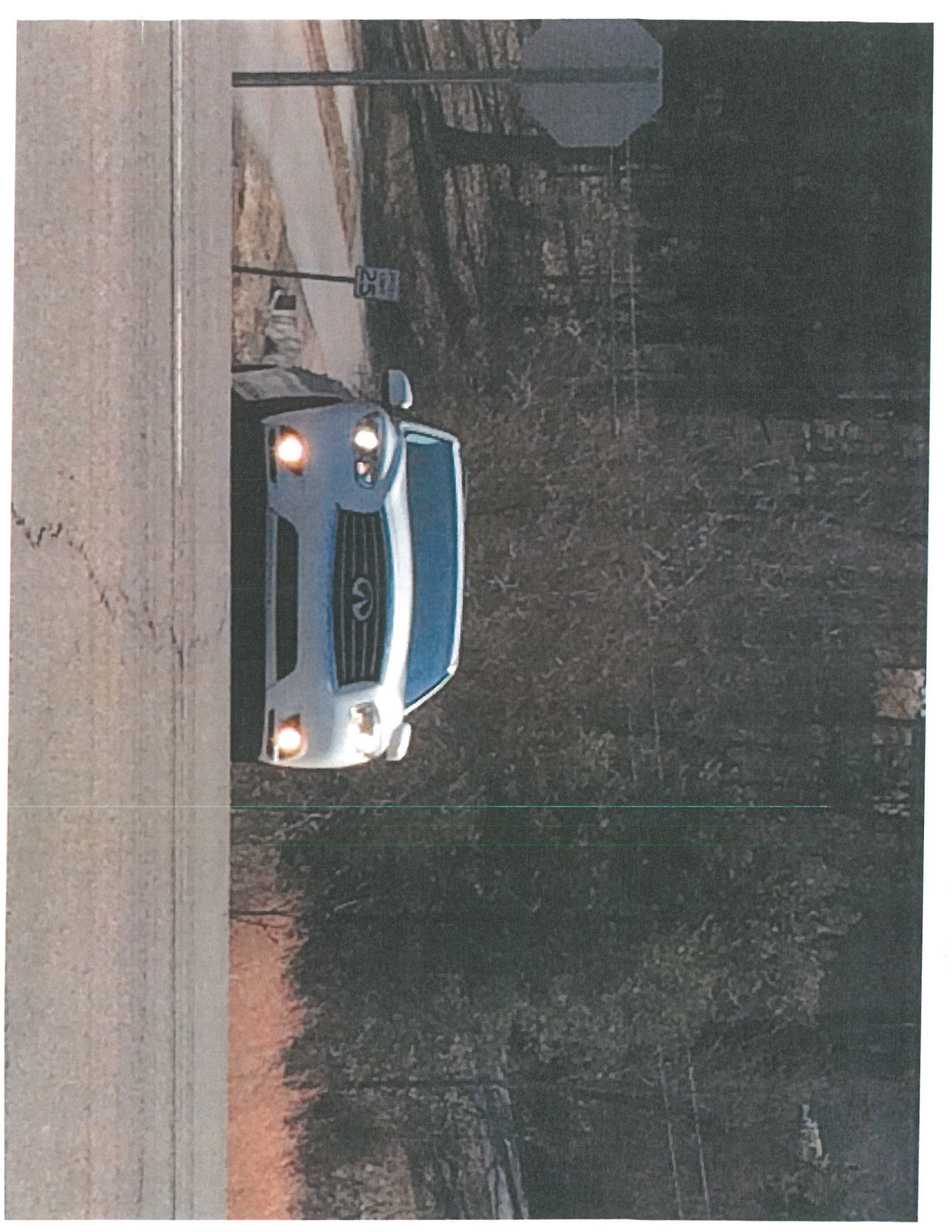
BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

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







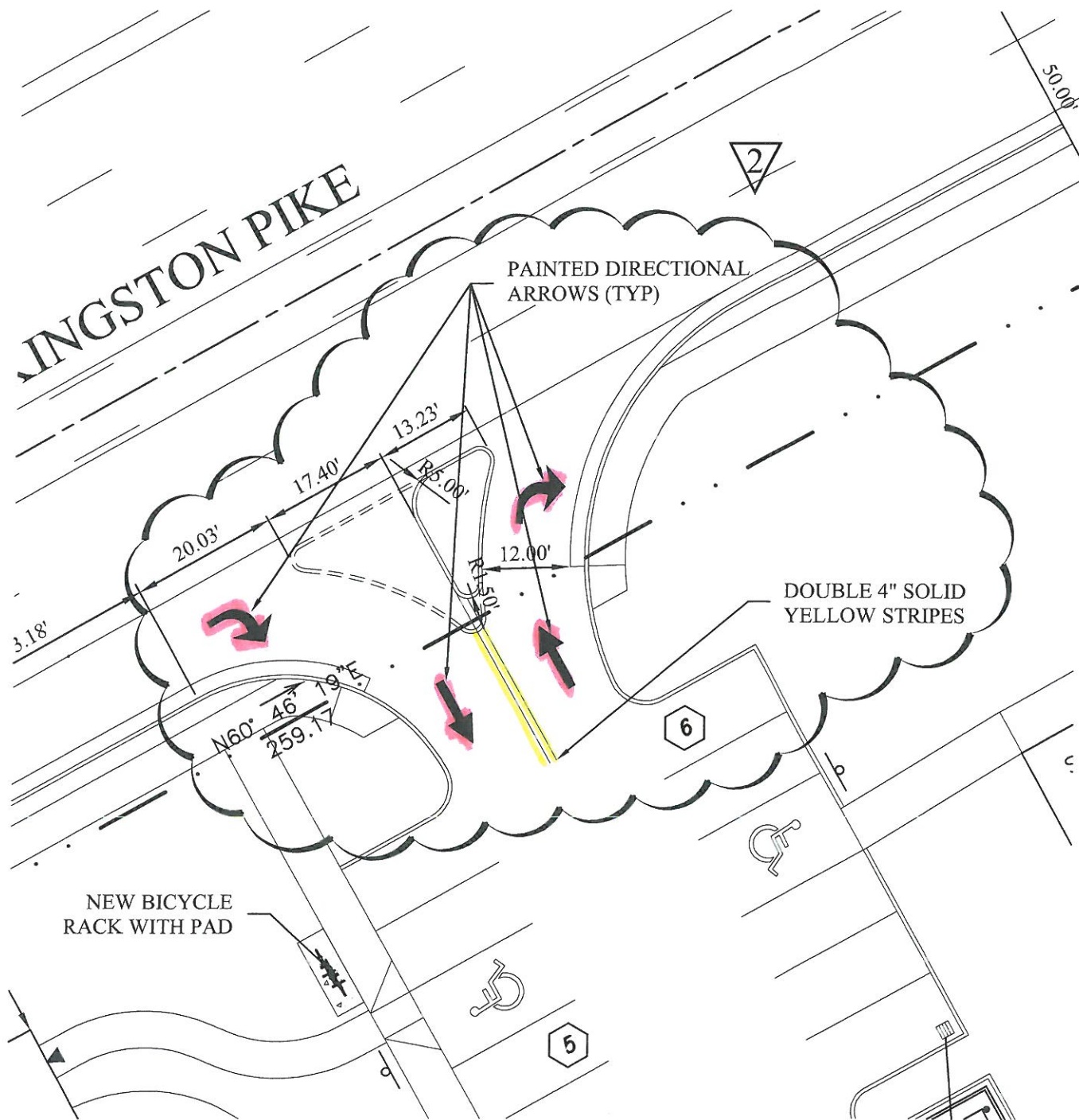
JINGSTON PIKE



PAINTED DIRECTIONAL
ARROWS (TYP)

DOUBLE 4" SOLID
YELLOW STRIPES

NEW BICYCLE
RACK WITH PAD





1 in = 150 ft

Legend



Parcels

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: G. Palmer, Assistant Town Administrator

SUBJECT: Consideration of Professional Services Contract for Architectural Design Guidelines

Attachments: Professional Services Contract for Architectural Design Guidelines

References: www.townoffarragut.org/palmer

BACKGROUND:

The development, adoption, and implementation of Architectural Design Guidelines has been identified as a priority in our Strategic Plan for the past two years.

A couple months ago, we held a joint workshop between the Board, FMPC, VRRB, and EDC in order to ascertain thoughts on the direction we should take with regard to town-wide design guidelines. The overwhelming response was excitement about the future, and that the Town needed to pursue this project. We left the meeting tasked with soliciting a firm to develop our design guidelines. This involved a Request for Qualifications only (cost not considered) in accordance with the TCA 12-04-107. Consequently, the joint sub-committee consisting of a Planning Commissioner, VRRB member, EDC member, and Town staff unanimously agreed **Winter & Co.** was the most qualified respondent.

You may recall Winter & Co. was a sub-consultant working with Winston Associates, Inc. on our Comprehensive Land Use Plan. In fact, Nore' Winter led the "historical" focus group discussion during our many visioning sessions. Conversely, as proposed, Winston Associates Inc. (now MIG/Winston) will be a sub-consultant of Winter & Co. for our Design Guidelines project.

DISCUSSION/IMPLICATIONS:

Please visit www.townoffarragut.org/palmer (scroll to bottom "SAMPLE Design Guidelines" to see an example of the type of guidelines we will develop through this process).

Per the attached contract and scope of work the project would begin this month (March) and completed by November 2014. After selecting Winter & Co. as the most qualified candidate we began scope of work/compensation negotiations. At the onset, Winter & Co. was charged with developing a proposal illustrating the minimum professionally necessary while keeping the cost to a minimum. Winter & Co. understands our fiscal limitations and developed a scope of work accordingly. We both felt it important to emphasize the public engagement component in this project.

The agreed upon scope of work resulted in a total lump sum compensation amount of \$61,185.

FINANCIAL SECTION:

Community Development Professional Services
110-41700-254

<u>FY 2014</u>	<u>Contract Amount</u>	<u>Expend. to Date</u>	<u>Remaining Amount</u>
\$143,000	\$61,185.00	\$47,123.73	\$34,691.27

Approved By: _____

A. Myers

RECOMMENDATION:

The candidate selection committee recommends Winter & Co. and the Town contract for professional services. I recommend the Board execute an agreement for services in the amount of \$61,185.00.

PROPOSED MOTION:

To approve the attached agreement for professional services between the Town of Farragut and Winter & Co. for the lump sum amount of \$61,185.00.

BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

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

**WINTER & COMPANY
AGREEMENT FOR PROFESSIONAL SERVICES
WITH FARRAGUT, TENNESSEE**

This AGREEMENT is made and entered into on March 13 2014, by and between **TOWN OF FARRAGUT, A TENNESSEE MUNICIPAL CORPORATION** (hereinafter referred to as "CLIENT") and **WINTER & COMPANY, A COLORADO CORPORATION** (hereinafter referred to as "CONSULTANT") for lump-sum professional services.

PROJECT: TOWNWIDE ARCHITECTURAL DESIGN GUIDELINES
LOCATION: TOWN OF FARRAGUT, TENNESSEE

WHEREAS, CLIENT requires professional consulting services to produce town-wide architectural design guidelines (hereinafter referred to as the "PROJECT"); and,

WHEREAS, CONSULTANT, through a competitive process, was determined to be the most qualified firm to perform the required work for the CLIENT.

NOW, THEREFORE, for and in consideration of the promises contained in this agreement, CLIENT and CONSULTANT mutually assent to contract under the following terms:

SCOPE OF WORK

1. **Scope of Work.** Basic services to be performed by CONSULTANT and its sub-consultants shall consist of the services described in **Attachment A** to this agreement.
2. **Changes to the Scope of Work.** CLIENT may at any time, by written order, propose reasonable changes to the general scope of this agreement and in the services or work to be performed. If such proposed changes cause an increase or decrease in CONSULTANT's cost or time required for performance of any services under this agreement and CLIENT agrees with the changes, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly. Inasmuch as input from the public and decision-makers may alter the priorities and focus of the work, CONSULTANT may, to meet the needs of the project, adjust the Scope of Work by adding to or deleting from the work to be performed by the sub-consultants, so long as it does not increase the Client's overall cost of the project. In any case, CONSULTANT shall obtain written approval by CLIENT prior to increasing the cost of the project.
3. **Commencement of Work.** Final execution of this agreement by authorized signature of CLIENT and CONSULTANT shall be deemed sufficient for "Notice to Proceed". CONSULTANT shall commence work on the project within a reasonable period of time after receiving an executed copy of this agreement.

4. **Work Stoppage and Delays.** CONSULTANT will use reasonable efforts to complete the project within 12 months from notice to proceed, subject to CLIENT's compliance with this agreement and other factors beyond the control of CONSULTANT.

GENERAL TERMS AND CONDITIONS

1. **Compensation.** CLIENT shall compensate CONSULTANT for the project as follows: A fee of **SIXTY-ONE THOUSAND ONE HUNDRED EIGHTY-FIVE DOLLARS (\$61,185.00)**, including reimbursable expenses. In addition, CLIENT shall pay CONSULTANT for additional services that may be requested by CLIENT beyond the Scope of Work in accordance with the hourly rate schedule attached as **Attachment B** to this agreement.

2. **Invoicing and Payments.** Invoices or payment requests shall be submitted to CLIENT no more than monthly. Invoices shall state the type of work completed for that pay period and shall indicate the percentage of the total completed for that pay period. Upon CLIENT'S request, CONSULTANT shall provide a detailed invoice to CLIENT which may include the amount and breakdown of the payment requested, the period covered by the request, and a detailed account of the work performed during the period covered by the payment request. After review, CLIENT will indicate approval of the payment request by processing the payment request during the next available pay cycle or shall explain to CONSULTANT by proper notice (see NOTICE below), the reason for not approving any portion or all of the request, and authorize payment of any amount approved. In the event CLIENT does not approve any portion of a payment request and has communicated the reasons to CONSULTANT, CONSULTANT will then take the necessary reasonable action to satisfy the reasons for non-approval and resubmit the payment request. CLIENT shall pay CONSULTANT within a reasonable time-frame after payment requests are approved by CLIENT.

3. **Time.** CONSULTANT 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 Attachment A. Time for performance may be extended as necessary for reasonable delays or suspension due to reasonable circumstances beyond CONSULTANT'S control.

4. Contract Administration/Notice.

- a. **PROJECT MANAGER; CONSULTANT.** CONSULTANT shall assign Nore Winter to manage the PROJECT. All services specified in this agreement shall be performed by or under the direction of the project manager. CONSULTANT may change the project manager only after pre-approval, in writing, by CLIENT.
- b. **PROJECT MANAGER; CLIENT.** CLIENT shall assign Gary M. Palmer, Assistant Town Manager, to manage CLIENT responsibilities for the PROJECT.
- c. **Notices to CONSULTANT.** All notices related to this agreement, correspondence, and any other information related to the project shall be digitally transmitted or mailed to:

Winter & Co.
Attention: Nore' Winter
1265 Yellow Pine Ave.
Boulder, CO 80304

Proper notice shall be served by digital transmission to:
nore@winterandcompany.net with copy to:
abe@winterandcompany.net

- d. **Notices to CLIENT.** All notices related to this agreement, correspondence, and payment requests to CLIENT shall be digitally transmitted or mailed to:

Town of Farragut Administration
Attention: Gary Palmer
11408 Municipal Center Drive
Farragut, TN 37934

Proper notice shall be served by digital transmission to:
gpalmer@townoffarragut.org with copy to:
dsmoak@townoffarragut.org (David Smoak)

5. **Suspension of Services.** If CLIENT fails to pay an invoice for services rendered within a reasonable time period after CONSULTANT submits a proper invoice, CONSULTANT may suspend services only after ten (10) consecutive days' notice to CLIENT of missed payment. If CLIENT remits proper payment within that ten (10) day timeframe, CONSULTANT shall continue performance unabated.

6. **Document Review.** CLIENT review, approval, acceptance, or payment for any of the CONSULTANT's services herein shall not be construed to operate as a waiver of any rights enjoyed by the CLIENT under this AGREEMENT or of any cause or action arising out of the performance of this agreement.

7. **Records.** CONSULTANT will maintain accounting records, in accordance with generally accepted accounting principles and practices. These records will be available to CLIENT during CONSULTANT's normal business hours for a period of 1 year after CONSULTANT final invoice for examination to the extent required to verify PROJECT costs.

8. **Standard of Care.** CONSULTANT shall perform its services in accordance with the standard of professional care ordinarily exercised under similar circumstances by reputable members of its profession. No warranty, expressed or implied, is made or intended by CONSULTANT. The parties further agree that CONSULTANT is not a fiduciary of CLIENT.

9. **Termination.** The obligation to provide further services under this agreement may be terminated with or without cause by either party upon ten (10) consecutive days' notice to the other party. Upon termination by either party, CLIENT shall pay CONSULTANT all reasonable amounts due for performance and accrued reimbursable expenses up to the date of proper termination notice to CONSULTANT. Remittance of reasonable payment to CONSULTANT by CLIENT shall be the sole remedy for any conflict for performance up to the point of termination and release both parties from liability arising from this agreement.

10. **Reuse of Documents.** All documents including but not limited to, renderings, specifications, reports, charts, graphs, images, and so forth, regardless of format, generated by CONSULTANT in performance of this agreement, shall become the property of CLIENT. Any reuse of these documents by CLIENT shall be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT.

11. **Access/Cooperation.** CLIENT agrees that its officers and employees will cooperate with CONSULTANT in the performance of this agreement and will be available for consultation with CONSULTANT at such reasonable times with advance notice so as not to conflict with CLIENT'S other responsibilities. CONSULTANT shall have reasonable access to CLIENT'S property and records in order to perform services under this agreement. Unless otherwise specified in this agreement, CONSULTANT will not be responsible for cost incurred by hosting public meetings associated with this project.

- a. **CLIENT Data.** CLIENT, without charge to CONSULTANT, shall furnish or make available any reasonable data CONSULTANT deems necessary for performance of this agreement.
- b. **CLIENT Assistance.** To the best of its ability, CLIENT shall assist CONSULTANT in obtaining data and documents from officers or agencies and from private citizens and business firms related to this project.
- c. **Data Accuracy.** CONSULTANT will not be responsible for the accuracy of un-manipulated information supplied by CLIENT.
- d. **Public Notice, Advertisements, Permits.** Unless otherwise specified in this agreement, CLIENT shall be responsible for, coordinate, obtain, arrange, and pay for all advertisements, permits, public notices, and licenses arising from this agreement.

12. **Changes in Conditions and Development.** CLIENT will give prompt notice to CONSULTANT whenever CLIENT observes or becomes aware of any development affecting the scope or timing of CONSULTANT'S services or any defect in the CONSULTANT'S work product.

13. Insurance. Upon execution of this agreement, CONSULTANT shall provide 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. Additionally, CONSULTANT shall 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 insured with respect to liability arising out of work performed by or on behalf of CONSULTANT. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insured.
- b. For any claims related to this project, CONSULTANTS' insurance coverage shall be primary insurance covering CLIENT, its officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering CLIENT its officials officers, employees, and volunteers shall be excess of CONSULTANTS' insurance.

14. Risk Allocation. In recognition of the relative risks, rewards, and benefits of the project to both parties, to the fullest extent permitted by law, the parties agree to allocate the risks such that CONSULTANT'S total liability to CLIENT for any and all injuries, claims, losses, expenses, damages, and/or claim expenses arising out of CONSULTANT'S services under this agreement from any cause or causes shall not exceed the amount of CONSULTANT'S fee, or \$100,000, covering the risk or claim that is the basis for the injury, claim, loss, expense or damages, recovery for which is sought, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

15. Dispute Resolution. It is agreed that all claims, disputes, or other matters in question arising out of or relating to this agreement shall be submitted to non-binding mediation in the State of Tennessee in accordance with TN Supreme Court Rule 31. The parties shall equally bear the cost for mediation.

16. Indemnification. CONSULTANT shall indemnify and hold harmless CLIENT, its officials, officers, employees, and agents, from any and all liabilities which may arise or be claimed against CLIENT, its officials, officers, employees, and agents or any third party for any and all lawsuits, claims, demands, losses, or damages arising from any negligent act or omission by CONSULTANT, its employees or contractors in performance of this agreement or from CONSULTANT'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 CLIENT, its agents or employees. The indemnification and hold harmless provision of this agreement shall survive termination of this agreement.

17. Miscellaneous.

- a. CONSULTANT shall not assign or transfer any interest in this agreement without first obtaining written approval from CLIENT. Subsequent to the execution of this agreement, CONSULTANT shall not enter into a subcontract for any of the services performed under this agreement without first obtaining written approval from CLIENT. Pre-authorized subcontractors are listed in **Attachment C** to this agreement.
- b. 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 CONSULTANT 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 versus general, then the terms that provide the greater benefit to CLIENT and/or impose the greater obligation on the consultant shall prevail.
- c. The agreement may be modified only by a mutually agreed upon written amendment or addendum that has been executed and approved by the appropriate officials shown on the signature page of this agreement.
- d. If any provision of this agreement is determined to be unenforceable or invalid, such determination shall 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 any other provision of this agreement at any time.
- e. In the performance of this agreement, CONSULTANT shall 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 Orders No. 11246 and 11375 which prohibits discrimination in employment regarding race color religion sex or national origin Title VI of the Civil Rights Act of 1964 Copeland Anti-Kickback Act, the Contract Work Hours and Safety Standards Act, Section 402 of the Vietnam Veteran's 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.
- f. This agreement will be governed and construed in accordance with the laws of the State of Tennessee. Any legal action arising from this agreement shall be under the jurisdiction of the appropriate State of Tennessee Court within Knox County TN and/or the United States District Court of Eastern Tennessee.

- 18. Attachments.** CLIENT'S publicly published Request for Qualifications related to this project. CONSULTANT submitted Qualifications for Architectural Design Guidelines in response to CLIENT'S Request for Qualifications.

IN WITNESS WHEREOF, the CLIENT and CONSULTANT have executed this agreement.

For the CLIENT:

Town of Farragut, TN

BY: _____
Ralph McGill
Title: Mayor

Date: _____

ATTEST: _____

For the CONSULTANT:

Winter & Company, Inc.

BY: *Nore' Winter*
Nore' Winter
Title: President

Date: March 4, 2014

ATTEST: *Judith A. Wilner*
Judith A. Wilner
Title: Accounting Manager
Winter & Company

Date: March 4, 2014

ATTACHMENT A: SCOPE OF WORK

CONSULTANT, by execution of this agreement declares it will prepare Town-wide Architectural Design Guidelines for CLIENT.

CLIENT recognizes the need to allow CONSULTANT professional latitude in tailoring a detailed scope of work for CLIENT; thus, for the purposes of this agreement CONSULTANT shall provide in general the services below. Furthermore, the listed scope of work is accepted by both parties to this agreement with the understanding the planning process may be dynamic and require changes as they progress through this endeavor. Thus, any changes to the scope of work and corresponding schedule shall be mutually agreed upon and memorialized by written amendment to this agreement

PHASE I SET THE STAGE

March 2014 – June 2014

CONSULTANT will thoroughly research with the intent of gaining an understanding of existing conditions in Farragut, including its physical character, architecture and urban design traditions, cultural assets and existing planning policies. CONSULTANT will also evaluate existing regulations, including the newly adopted *Comprehensive Land Use Plan: Farragut 2025*, and Town adopted Strategic Plan which sets a vision for the community. Noré Winter, Julie Husband and Paul Glasgow from MIG/Winston will visit Farragut in Step 1 to tour the community, facilitate on-site meetings and host a public kickoff meeting (Trip #1).

Video/Conference Calls

- Project Kick-off Video Conference Call with Town staff
 - discuss the project in general, schedule, public outreach strategy, and upcoming meetings
 - Review design guidelines analysis

On-Site Meetings (TRIP #1)

- Meet with Town staff
 - discuss final logistics for public meetings
 - Tour Town with Town staff to discuss issues and opportunities
 - Debrief meeting with Town staff
- Stakeholder work session with key Town officials
- Stakeholder focus group session (developers, previous applicants, guideline users, other special interest groups)
- Public kick-off meeting to identify issues, opportunities and vision

PHASE I DELIVERABLES

- Detailed project schedule
- Meeting agendas
- Presentation for Public Meeting
- Comment form and visual survey for public meeting
- Design guidelines analysis and strategy recommendation

PHASE II DEVELOP DRAFT DESIGN GUIDELINES

June 2014 – August 2014

CONSULTANT will provide an outline of the structure of the document, identify key topics to address, and develop a format for the document. After CLIENT review and approval, CONSULTANT will develop a draft of the Design Guidelines.

Draft Design Guidelines Elements

- District development pattern, connectivity, circulation, access, natural resources, drainage and topography
- Landscape, open space, and public space
- Parking
- Site Lighting
- Building placement and orientation
- Building fenestration, articulation, mass and scale, building form
- Building character: entrance, street-level interest, awnings, canopies, materials
- Accessory structures
- Utilities and service areas
- Building lighting

Draft Design Guidelines (draft) will include

- Photos
- Plan illustrations of compatible development
- 3-D models illustrating compatible development

Phase II Video/Conference Calls

- Meet with Town staff
 - Discuss outline and document format template
 - Receive comments on Draft #1 (CLIENT submits consolidated comments to CONSULTANT)

PHASE II DELIVERABLES

- Guidelines outline
- Document design template
- Meeting agendas
- Draft Design Guidelines outline

PHASE III DEVELOP FINAL DESIGN GUIDELINES

AUGUST 2014 – OCTOBER 2014

CONSULTANT will use CLIENT comments and feedback to generate the Final Design Guidelines document to present to the public. This step includes public meeting and stakeholder work session to review and receive feedback on this document.

Phase III Video/Conference Call

- Video/conference with Town staff to discuss upcoming meeting logistics and participants

Phase III On-Site Meetings (Trip #2)

- Meet with Town staff to discuss final logistics for public meeting
- Conduct stakeholder work session with key Town officials
- Conduct public meeting to present Design Guidelines (invite stakeholders/focus groups)
- Debrief meeting with Town staff to discuss comments received from meetings

PHASE III DELIVERABLES

- Final Design Guidelines
- Meeting agendas
- Presentation for public meeting
- Comment forms and worksheets for public meeting

PHASE IV ADOPTION AND TRAINING

October 2014 – November 2014

CONSULTANT will revise the Design Guidelines to reflect input received from Phase III to generate an adoptable document. Revisions will only address text edits and photo images. There will not be significant organizational or format changes to the work product at this stage. CONSULTANT will present the document to the Planning Commission and Board of Mayor and Aldermen at a joint adoption hearing. CONSULTANT will also conduct training sessions with Town staff and key officials on how to use the design guidelines.

Phase IV Video/Conference Calls

- Meet with Town staff to discuss adoption hearing and review presentation

Phase IV On-Site Meetings (Trip #3)

- Joint adoption hearing with Planning Commission and Board of Mayor and Aldermen
- Meeting with Town staff to debrief on the joint adoption hearing

PHASE IV DELIVERABLES

- Design Guidelines with final edits
- Meeting agendas
- Presentation for joint adoption hearing

OPTIONAL SERVICES OFFERED BY CONSULTANT

CONSULTANT will offer at CLIENT'S request, optional additional services to assist with guidelines implementation. Services could include preparation of the administrative planning forms used in the design review process such as submittal forms and compliance checklists. Additionally, CONSULTANT will offer at the CLIENT'S request training sessions to ensure CLIENT is able to interpret the guidelines when applied to a variety of project types. Training sessions may include mock design review submittals and discussion of their relationship with the Municipal Code and Comprehensive Land Use Plan.

Both parties understand optional services as listed in this section are not included in the Scope of Work and lump sum cost. CLIENT will pay CONSULTANT using the professional services rate schedule (Attachment B).

Optional Services Meetings (by conference call)

- Meetings with Town staff to discuss design review procedures and forms as well as options and materials for training services
- Training session for Town staff and key officials
- Meeting with Town staff to address design review issues and outcomes (approx. 6 months after adoption)

OPTIONAL SERVICE DELIVERABLES

- Memo on design review procedures
- Design review submittal form
- Design guidelines checklist
- Presentation for training sessions
- Design review test case materials
- Memo to address issues and outcomes (approx. 6 months after adoption)

**ATTACHMENT B: HOURLY RATE FOR SERVICES
NOT COVERED UNDER THE SCOPE OF WORK**

N. Winter:	\$165.00
A. Barge:	\$100.00
J. Husband:	\$110.00
C. Ball:	\$ 55.00
P. Glasgow:	\$100.00



ATTACHMENT C: SUB-CONSULTANT LIST

**Paul Glasgow, AICP
MIG (formerly Winston & Associates)
4696 Broadway
Boulder, CO 80304**



REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY:** Darryl W. Smith, PE**SUBJECT:** Approval of Proposal from Cannon & Cannon, Inc. for Engineering Services for Kingston Pike Greenway Project (Old Stage Road to Virtue Road).

INTRODUCTION: The purpose of this item is the approval of a proposal for design of a greenway/sidewalk project, located along the south side of Kingston Pike from 1100 feet east of Old Stage Road to Virtue Road (across frontage of Willow Creek Golf Course).

STRATEGIC PLAN: This project is applicable to Goal 5 of the Strategic Plan, "Expand Leisure Amenities (Venues and Programs), Objective 2: Extend the Greenway System, and Objective 4: Increase pedestrian connectivity within Farragut."

BACKGROUND: Over the last several years, the Town has been committed to expansion of our network of pedestrian facilities, with the goal of providing pedestrian connectivity to all parts of the Town. Many of these pedestrian connections are constructed as part of necessary roadway improvements; others are constructed as development occurs along our corridors. Oftentimes, this leaves gaps in the network that the Town will eventually fill.

The intent of this project is to construct a greenway from the end of the existing sidewalk in front of the Townhomes at Wentworth (1100 feet east of Old Stage Road) to Virtue Road, meeting existing sidewalk and greenway already constructed. These improvements will be constructed along the south side of Kingston Pike, and will include an 8' wide greenway with curb & gutter and drainage improvements. Our goal is to keep all improvements on the existing right of way of Kingston Pike, but acquisition of slope and construction easements from Willow Creek Golf Course will surely be necessary. A major concern is protection of the "integrity," or "playability," of the 12th hole, which is adjacent to approximately 1600 linear feet of the project. Along the eastern end, many of the existing trees will be removed to accommodate the construction, and it is extremely important that we replant a vegetated "buffer" for the protection of both the golf course and Kingston Pike motorists.

Please note that the attached proposal from Cannon & Cannon consists only of production of a final concept plan. Staff, along with members of Cannon & Cannon's design team, has met with the management of Willow Creek to hear their concerns. Our intent is to conduct field surveys of the project area, and produce at least two concept plans that will be presented to Willow Creek Golf Course, so that they may provide more input in reaching a final concept. Once a concept is decided upon, we will have a better understanding of the scope of work and a separate proposal for preparation of construction plans will be submitted.

This project is being funded with federal Surface Transportation Program (STP) funds, with an 80/20 federal/local cost share. This phase of the project (as well as ROW acquisition) is fully funded by the Town, with reimbursement of 80% of eligible costs once the phase is completed.

FINANCIAL SECTION:**Project:** 310-43941-900 (Kingston Pike Greenway)

<u>Project Budget</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$465,000	\$28,100	\$0	\$436,900

Approved By:*A. Myers*

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

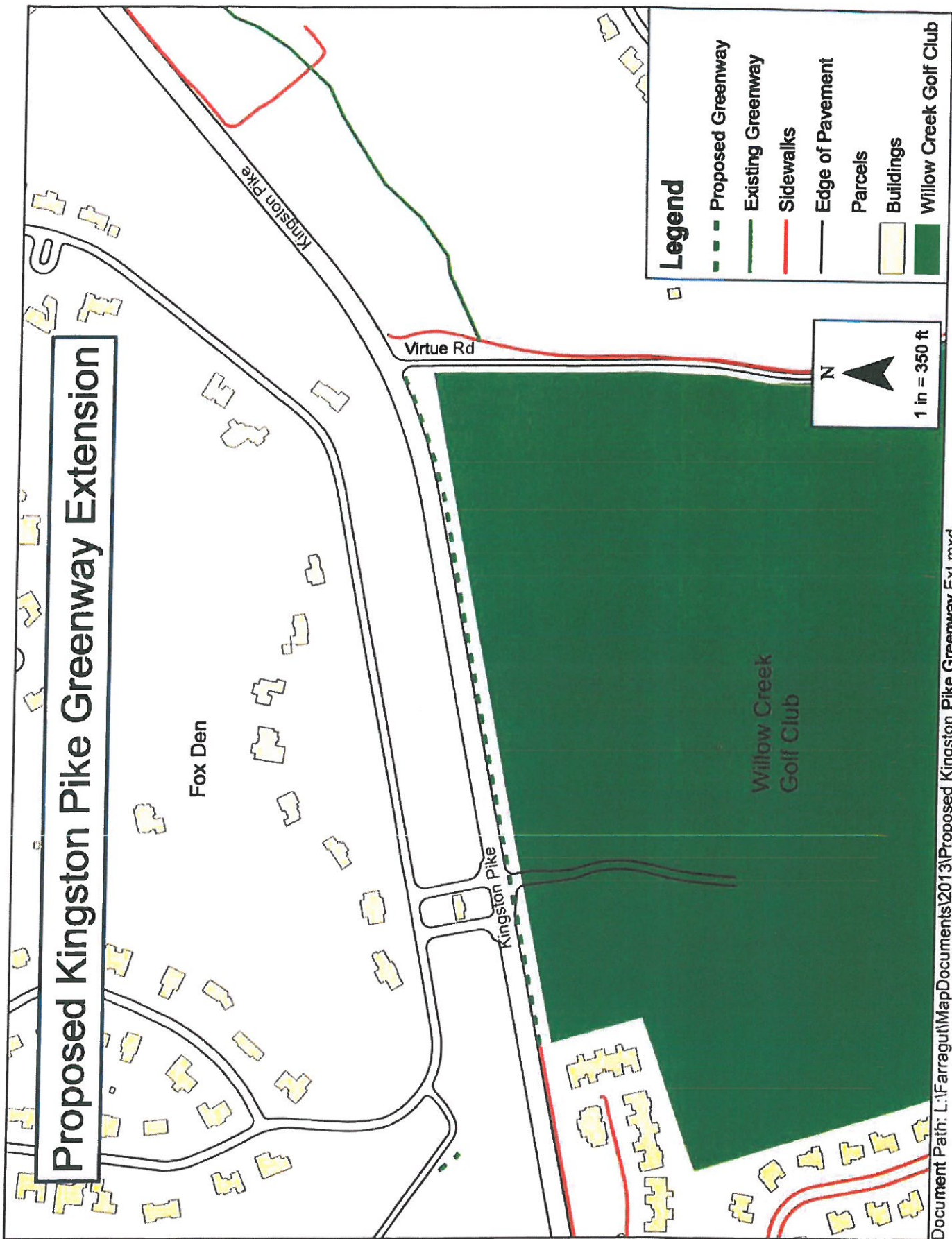
PROPOSED MOTION: Approval of proposal from Cannon & Cannon, Inc. for design services for \$28,100.

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	_____	_____	_____	_____	_____

Proposed Kingston Pike Greenway Extension



TOWN OF FARRAGUT

PROFESSIONAL SERVICES AGREEMENT

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

Project: Kingston Pike Greenway, Phase I

Location: Kingston Pike at Willow Creek Golf Course

Description of Project: Addition of approximately 2200' of greenway trail from Virtue Road to the west along the south side of Kingston Pike

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 \$28,100, including reimbursable expenses. In addition, Client shall pay Contractor for additional services that may be requested by the Client beyond the Basic Services in accordance with the hourly rate schedule attached as **Attachment B** to this Agreement.

3. **Schedule.** Contractor shall begin work upon notification of approval of this Agreement by the Board of Mayor and Aldermen and shall complete the work by submitting the final deliverables on or before May 31, 2014. The schedule for the various meetings and presentations as outlined in the Basic Services shall be agreed upon by the Client and Contractor before beginning work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. **Indemnification.**

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

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

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

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

16. **Miscellaneous.**

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

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

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

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

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

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

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

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

CLIENT:

Town of Farragut

By: _____

Printed
Name: _____

Title: _____

Date: _____

CONTRACTOR:

By:  _____

Printed
Name: Jason C. Elliott

Title: Vice President

Date: 03/04/14



Cannon&Cannon, Inc.
Consulting Engineers • Field Surveyors

March 4, 2014

Mr. Darryl Smith, Town Engineer
Farragut Town Hall
11408 Municipal Center Drive
Farragut, TN 37934

**RE: Professional Services Agreement – ATTACHMENT A
Scope and Fee Proposal for Professional Services
Kingston Pike Greenway, Phase I – Farragut, TN**

Dear Mr. Smith:

Cannon & Cannon, Inc. (CCI) is pleased to submit the enclosed scope and fee proposal for professional surveying and engineering services associated with the Kingston Pike Greenway project for the Town of Farragut. These services are summarized below.

- Topographic and boundary survey
- Civil engineering and conceptual design
- Landscape Architecture

Breakdown of Project Tasks and Budgets

Task 1 – Topographic and boundary survey	\$ 9,200
• Includes 4.0 field crew days and 16 hours processing time • Boundary survey for ROW/property line of Kingston Pike/Willow Creek	
Task 2 – Conceptual Design (2 alternates)	\$11,000
• Horizontal, vertical, and cross sectional design and layout • Construction quantities and cost estimate for each design alternate • Conceptual retaining wall design (height, length)	
Task 3 – Color renderings for meetings	\$ 7,900
• Concept plans, wall elevations, and site sections • Attend three meetings with property owner and Town staff	
LUMP SUM FEE	\$28,100

The following services are not included in this proposal (to be added in later phase if necessary).

- Geotechnical investigation
- Structural design for retaining wall
- Permitting services
- Legal descriptions for ROW/easement acquisition
- Bidding phase services and bid documents
- Construction phase services and construction stakeout

Reimbursable expenses are included in the amounts listed above. Services will be invoiced on a monthly basis. Additional work outside of the scope detailed above will be billed separately on an hourly rate basis using the schedule of standard charges.

We look forward to working with the Town of Farragut on this project. Please contact me with any questions or concerns regarding this proposal. Thank you.

Respectfully Submitted,



Jason Elliott, P.E.
Vice President

APPROVED BY:

David Smoak, Town Administrator



PROFESSIONAL SERVICES AGREEMENT – ATTACHMENT B

SCHEDULE OF STANDARD CHARGES – HOURLY RATE BASIS

Administrative:

Principal	\$170.00 per hour
Senior Administrative Manager	\$80.00 per hour

Project Design & Management:

Group Director	\$150.00 per hour
Senior Project Manager	\$150.00 per hour
Project Manager	\$135.00 per hour
Lead Engineer	\$120.00 per hour
Project Engineer	\$110.00 per hour
Lead Designer	\$90.00 per hour
CADD Designer	\$80.00 per hour
Construction Representative	\$75.00 per hour
Administrative Assistant	\$55.00 per hour

Field Surveying:

Group Director	\$150.00 per hour
Field Crew.....	\$135.00 per hour
Field Crew Coordinator; RLS.....	\$110.00 per hour
Lead Survey Technician	\$90.00 per hour
CADD Technician	\$75.00 per hour
Administrative Assistant	\$55.00 per hour

Construction Phase Services:

Group Director	\$150.00 per hour
Senior Manager: Resident Project Representative	\$85.00 per hour
Resident Project Representative: Manager.....	\$75.00 per hour
Resident Project Representative	\$65.00 per hour
Administrative Assistant	\$55.00 per hour

Unless otherwise noted in the Agreement; outside services contracted for a specific project, including but not limited to, professional and technical consultants, laboratory testing, reprographics, photography, etc. will be invoiced at the amount of the subcontractor's statement plus 12 percent.

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

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

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

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Sue Stuhl, Parks and Leisure Services Director

SUBJECT: Approval of Resolution 2014-04 Supporting Local Parks and Recreation (LPRF) Fund Grant Application

INTRODUCTION: The purpose of this agenda item is to approve a resolution to match funds as part of the 2014 LPRF grant application for the reconstruction of the Mayor Bob Leonard Park playground.

BACKGROUND:

The current playground at Mayor Bob Leonard Park was constructed during the summer of 2002 and replaced an old wooden playground structure on the same site. The average life of a playground structure (from that era) is approximately 10 years so we are fast approaching the projected end of life at 12 years for the current structure. In addition, the pour-in-place surface is in distress and is at a point where it cannot be patched anymore. Safety is the most important consideration in parks and this is especially true for playgrounds. Any play structure that is constructed must address standards through the U.S. Consumer Product Safety Commission (CPSC), the American Society of Testing and Materials (ASTM), the International Play Equipment Manufacturers Association (IPEMA) and the Americans with Disabilities Act. Maintenance and replacement plans must be consistent and thorough to ensure continued safety as the structure and surface ages.

The Town has been very successful in obtaining past LPRF grants which are funded through a State of Tennessee real estate transfer fee. Through our status as a level two benchmarked community in the State of Tennessee Parks and Recreation Benchmarking Program, we will receive extra points in the application process. But we also recognize that we were awarded the top amount of \$250,000 for our 2012 LPRF grant.

DISCUSSION: Staff is requesting that the Board of Mayor and Aldermen approve this grant application and funding for the reconstruction of the Mayor Bob Leonard Playground in Fiscal Year 2015 CIP with up to 50% of the funding through the Local Parks and Recreation Fund grant. The reconstruction will include the replacement of the current playground structure, surface and lights. The exact design and elements of the structure will be decided at a later date. The surface will be one of four choices: pour-in-place, tile, manufactured mulch with tile transfer areas or synthetic turf. The lighting will be LED fixtures but will use the same wood poles to save costs. Staff is recommending that we use a reverse bid process which has been used successfully in the past for both this playground and the Anchor Park playground.

The public works department will remove the current structure and surface/subgrade. If pieces of the structure are salvageable and approved for resale by the town attorney, then staff will recommend that the current structure be declared as surplus property.

It is expected that notification about the grants will be sometime in the summer but this may vary due to state funding issues.

STRATEGIC PLAN: Execution of this resolution would be consistent with the Board of Mayor and Aldermen's Strategic Plan Goal 1: Well Planned and Well Maintained Town Facilities and Infrastructure.

RECOMMENDATION BY: Sue Stuhl, Parks & Leisure Services Director.

PROPOSED MOTION: To approve the attached Resolution 2014-04 supporting the Local Parks and Recreation (LPRF) Fund Grant Application

BOARD ACTION:

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

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



TOWN OF FARRAGUT
RESOLUTION R-14-04

**LOCAL PARKS AND RECREATION FUND
MATCHING GRANT**

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut wishes to apply for a 2014 Local Parks and Recreation Fund matching grant from the State of Tennessee, and

WHEREAS, the Town of Farragut wishes to apply for a \$85,000 matching grant, \$42,500 to be provided by the State of Tennessee and \$42,500 to be provided by the Town of Farragut Capital Investment Plan Budget, and

WHEREAS, the Town of Farragut will use this grant money for the renovation of the playground at Mayor Bob Leonard Park, and

WHEREAS, the property identified may be developed with state financial assistance provided by the Local Parks and Recreation Fund (LPRF) pursuant to TCA 67-4-409, and

WHEREAS, this property may not be converted to other than public recreation uses, whether by transfer or by other means, without the express written approval of the Commissioner of the Tennessee Department of Environment and Conservation and that this property has a Notice of Limitation of Use filed as part of the deed and plat,

WHEREAS, this project will be completed within two years of the project contract start date if funded,

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the Town of Farragut to budget matching funds in the FY2015 budget for this project and to conform to all regulations regarding this grant.

This Resolution is duly adopted this 13th day of March, 2014.

Dr. Ralph McGill, Mayor

Allison Myers, Town Recorder



