



**FARRAGUT BOARD OF MAYOR AND ALDERMEN
MINUTES
SEPTEMBER 22, 2016**

WORKSHOP
DISCUSSION of MOBILE FOOD VENDING TRUCKS
6:15 PM

BEER BOARD
See Beer Board agenda
6:55 PM

BMA MEETING
7:00 PM

- I. Silent Prayer, Pledge of Allegiance, Roll Call**
- II. Approval of Agenda**
- III. Mayor's Report**
 - A. Constitution Week daughters of the American Revolution Day Proclamation
- IV. Citizens Forum**
- V. Approval of Minutes**
 - A. September 8, 2016
- VI. Business Items**
 - A. Approval of Interlocal Agreement for the Great Smoky Mountains Regional Greenway Council
 - B. Approval of Bids for Contract 2016-14, Farragut Town Hall HVAC Equipment Replacement
 - C. Approval of Professional Services Contract with Urban Engineering – Construction Drawings for MBLP Restroom, Parking and Athletic Field Conversion
 - D. Approval of Professional Services Contract with Ross/Fowler – Master Plan Update for McFee Park

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

- E. Approval of Resolution R-2016-11, Declaring Certain Town Property to be Surplus Property.

VII. Ordinance

A. First Reading

- 1. Ordinance 16-22, an ordinance to amend Title 12, Building, Utility, Etc., Codes, Chapter 11. International Residential Code, Section 12-1102 (9) and (10) of the Farragut Municipal Code

VIII. Town Administrator's Report

IX. Town Attorney's Report

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

Approval of Agenda

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

Mayor's Report

Members of the local DAR received the Constitution Week and Daughters of the American Revolution Day Proclamation.

Approval of Minutes

Motion was made to approve the minutes of September 8, 2016 as presented. Moved by Alderman Markli, seconded by Alderman Williams; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Business Items

Approval of Interlocal Agreement for the Great Smoky Mountains Regional Greenway Council

Motion was made to approve the Interlocal Agreement for the Great Smoky Mountains Regional Greenway Council. Moved by Alderman Povlin, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Approval of Bids for Contract 2016-14, Farragut Town Hall HVAC Equipment Replacement

Motion was made to award the bid to Volunteer Mechanical in the amount of \$56,472. Moved by Alderman Povlin, seconded by Alderman Pinchok; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Approval of Professional Services Contract with Urban Engineering – Construction Drawings for MBLP Restroom, Parking and Athletic Field Conversion

Motion was made to the professional services contract with Urban Engineering – Construction Drawings for MBLP Restroom, Parking and Athletic Field Conversion, in the amount of \$46,935. Moved by Alderman Povlin, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Approval of Professional Services Contract with Ross/Fowler – Master Plan Update for McFee Park

Motion was made to approve the professional services contract with Ross/Fowler for the master plan update for McFee Park in the amount of \$39,500 plus \$2,250 for reimbursable expenses. Moved by Alderman Pinchok, seconded by Alderman Williams; voting yes, Mayor McGill, Aldermen Pinchok, Povlin and Williams; voting no, Alderman Markli; motion passed.

Approval of Resolution R-2016-11, Declaring Certain Town Property to be Surplus Property.

Motion was made to approve Resolution R-2016-11. Moved by Alderman Povlin, seconded by Alderman Williams; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Ordinance

First Reading

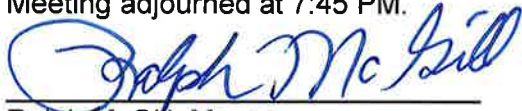
Ordinance 16-22, an ordinance to amend Title 12, Building, Utility, Etc., Codes, Chapter 11. International Residential Code, Section 12-1102 (9) and (10) of the Farragut Municipal Code

Motion was made to approve Ordinance 16-22 on first reading. Moved by Alderman Povlin, seconded by Alderman Pinchok; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

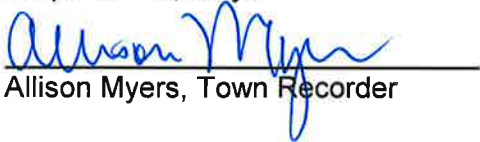
Town Administrator's Report

David Smoak, Town Administrator, announced that the employee picnic would be Friday, September 23 and the ribbon cutting for the new turf field at Mayor Bob Leonard Park would be held Thursday, October 13.

Meeting adjourned at 7:45 PM.

A handwritten signature in blue ink, appearing to read "Ralph McGill", written over a horizontal line.

Ralph McGill, Mayor

A handwritten signature in blue ink, appearing to read "Allison Myers", written over a horizontal line.

Allison Myers, Town Recorder



**FARRAGUT BOARD OF MAYOR AND ALDERMEN
AGENDA
SEPTEMBER 22, 2016**

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VIII. Town Administrator's Report

IX. Town Attorney's Report



FARRAGUT BEER BOARD

September 22, 2016

6:55 PM

I. Approval of Minutes

A. September 8, 2016

II. Beer Permit Request

A. Approval of a Class 1, On-Premise Other Beer Permit for Don Delf's Pancake House & Restaurant, 120 West End Ave.

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FARRAGUT BEER BOARD

September 8, 2016

Alderman Pinchok, Chairman, called the beer board meeting to order at 6:55 PM. Members present were Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams.

Approval of Minutes

Motion was made to approve the minute of August 25, 2016 as presented. Moved by Alderman Povlin, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams.

Beer Permit Request

Approval of a Class 1, On-Premise Other Beer Permit for Don Delf's Pancake House & Restaurant, 120 West End Ave.

This agenda item was postponed until the next meeting due to no one showing up from the business.

Ron Pinchok, Chairman

Allison Myers, Town Recorder

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AGENDA NUMBER 11.A.

MEETING DATE September 22, 2016

REPORT TO THE BEER BOARD

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of a Class 1, On-Premise Beer Permit for Don Delf's Pancake House & Restaurant, 120 West End Ave

DISCUSSION:

The purpose of this agenda item is the approval of a class 1, on-premise beer permit for Don Delf's Pancake House & Restaurant, 120 West End Ave.

The applications and information are in order.

RECOMMENDATION BY:

Allison Myers, Town Recorder, for approval.

PROPOSED MOTION:

To approve a Class 1, On-Premise Beer Permit for Don Delf's Pancake House & Restaurant, 120 West End Ave, subject to obtaining a certificate of occupancy.

BOARD ACTION:

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

<u>VOTE/TOTAL</u>	<u>MARKLI</u>	<u>PINCHOK</u>	<u>POVLIN</u>	<u>WILLIAMS</u>	<u>MCGILL</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

Sept 8

APPLICATION FOR BEER PERMIT

STATE OF TENNESSEE

TOWN OF FARRAGUT

I hereby make application for a permit to sell, store, manufacture, or distribute Beer under the provisions of Tennessee Code Annotated Section 57-5-101 et seq. and base my application upon the answers to the following questions:

- Reason for application: New Business ☒ New Ownership ☐ Name Change ☐ Other ☐
- Type of permit requested, please circle all that apply:

Class 1 On-Premise

Class 2 On-Premise, Other

Class 3 On-Premise, Hotel/Motel

Class 4 On-Premise, Tavern

Class 5 Off-Premise

Class 6, Special Occasion

- Name of Applicant(s) (Owner(s) of Business) Ignacio A. Martinez
- Barcino's Inc. dba Don Delf's Pancake House
and Restaurant
- Type of applicant (check one):
Person ☐ Firm ☐ Corporation ☒ Joint-Stock Company ☐ Syndicate ☐ Other ☐
- List all persons, firms, corporations, joint-stock companies, syndicates, or associations having at least a 5% ownership interest in the business:
Ignacio Martinez - 100%
- Applicant's present home address:
- Date of Birth 4/10/66 Home Telephone Number _____
Business Telephone Number 219-628-0301 Social Security Number _____
- Representative Email Address: martinez - 316 @ comcast . net
- Under what name will the business operate? Don Delf's Pancake House & Restaurant
- Business address 120 West End Ave B Knoxville, TN 37934
Business Telephone number 219-628-0301

11. Specify the identity, email and physical address of the person to receive annual privilege tax notices and any other communication from the Town:
Ignacio Martinez - 120 West End Ave B Knoxville, TN 37934
martinez_316@comcast.net
12. Information of any manager, other than the applicant:
Name: Genaro Jimenez Espurza Birth Date: 9/19/73
Address: 120 West End Ave B. Knoxville, TN 37934
Phone Number: 708-466-1407
13. Has any person having at least a 5% ownership interest, any of the managers, or any other employee of the business, been convicted of any violation of the beer or alcoholic beverage laws or any crime within the last ten (10) years: Yes ☒ No. If yes, give particulars of each charge, court, and date convicted.

14. Have you or your organization ever had a Beer Permit revoked, suspended, or denied in the State of Tennessee? NO If so, specify, where, when, and why:

15. Name and address of property owner, if other than the business owner:
N/A
16. What is the name and address of the Church (or other place of worship) nearest to your business?
Grassy Valley Church - 10637 Kingston Pike Knoxville, TN 37922
17. What is the name and address of the school nearest to your business?
Farragut High School - 11237 Kingston Pike Knoxville, TN 37934
18. Special Occasion Event Name: N/A
Location of the special occasion event: _____
Event Date & Times: _____
Representative name & phone number: _____
Have you received a special event permit to hold the event in the Town of Farragut? _____
19. Tennessee Sales Tax Number: Applied For
20. Town of Farragut Business License Number 2803

I certify that I am knowledgeable of the laws prohibiting the sale of beer to minors and that this application contains true information to the best of my knowledge and belief.

I understand that this application is subject to the Tennessee Public Records Act and shall be open for inspection and reproduction by any citizen. Tennessee Code Annotated 10-7-503.

I understand that by submitting this application, a background investigation shall be conducted and any and any and all documents related to my request shall become public records.

I understand that the applicant or representative must be present at the beer board meeting in which the permit will be discussed.

Tanais A. [Signature]
Signature of Applicant/Owner (or authorized Corporate Official)

Sworn to and subscribed before me this 18 day of August, 2016

[Signature]
Notary Public
My Commission Expires: May 5, 2019



Notice: A non-refundable \$250 fee must accompany this application. Any applicant making false statement in this application shall forfeit his/her permit and shall not be eligible to receive any permit for a period of ten years.

A privilege tax of \$100 is imposed on the business of selling, distributing, storing or manufacturing beer in this state effective January 1, 1994 and each successive January 1. Any holder of a beer permit issued after January 1, 1994 shall pay a pro rata portion of this annual tax when the permit is issued.

FOR OFFICE USE ONLY	
Application is hereby: Approved _____	Denied _____
On this date: _____, 20__	
_____ Beer Board Chairman	_____ Town Recorder

BOARD OF MAYOR AND ALDERMEN WORKSHOP**PREPARED BY:** David Smoak, Town Administrator**SUBJECT:** Discussion of Mobile Food Vending Trucks

BACKGROUND: In the summer of 2015, the owners of The Casual Pint in the Brooklawn Shopping center requested the Town review its current ordinance that only allows mobile food trucks to be operated during special events. The Casual Pint does not have a kitchen, so patrons that want food can bring it in with them, have it delivered, or be present at one of the Casual Pint's special events when they are allowed to have food trucks on site. The Economic Development Committee and Planning Commission both reviewed the matter and the owners agreed at that time to do a "pilot" review by utilizing their 4 special event permits, which would allow them a total of 40 days to have mobile food trucks available to their patrons.

DISCUSSION: Recently, the owners of the Casual Pint have come back to request the Town once again review its ordinances regarding mobile food vending. The Farragut Business Alliance (FBA) and the Farragut Economic Development Committee (EDC) have discussed this issue over the past couple of months and before staff began vetting this further we wanted to get the Board of Mayor and Aldermen's feedback on what future steps should be taken on this issue.

Attached are some prior memos that Community Development Director Mark Shipley wrote to the FBA and EDC to give you additional background information for the workshop.

MEMORANDUM

TO: Economic Development Commission and Farragut Business Alliance

FROM: Mark Shipley, Community Development Director

SUBJECT: Mobile Vending Trucks

BACKGROUND:

Recently the Town received request for a text amendment that would permit, in a more broad application, food trucks in the Town of Farragut. As noted in the attached report that was provided to the planning commission for their July 16 meeting, the use of food trucks is currently only permitted as part of an approved special event.

As you may know, a business in the Town may apply for up to four (4) special events per year with each event requiring a completed application and filing fee of \$25. The applicant would like the opportunity to use food trucks more frequently and not restrict these only to approved special events. Recently, the City of Knoxville completed a one-year pilot program for mobile food vending. The city established zones where food trucks (that were approved through the city) could operate. These zones were located in the downtown area. Typically, in other areas where mobile food trucks are more common, they are associated with urban settings, like downtown Knoxville.

The applicant's request for an expansion of food truck provisions in the Town was presented to the Farragut Municipal Planning Commission at their meeting on July 16. At that time, the staff reviewed some of the questions that were noted in the report that was provided to the planning commissioners in their review packets and that is included with this memo. One of the staffs' suggestions was to present this request to the EDC and the FBA. There are a number of considerations that need to be thoroughly vetted and the planning commission agreed that it would be helpful to obtain feedback from the business community early in this process. The commission also asked staff to engage the City of Knoxville for an update on the "lessons learned" from their pilot program. Commissioner Honken mentioned that there needed to be some discussion not only about mobile food trucks but also other mobile sales that are becoming common in other locations, such as mobile apparel sales.

If possible, could you please consider placing this on your next available agenda? I will plan to attend and notify the applicant ahead of time so that they can also attend. Thank you in advance for your consideration of this matter.

REPORT TO THE FARRAGUT MUNICIPAL PLANNING COMMISSION

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Discussion on amendments to the text of the Farragut Zoning Ordinance, to allow for food trucks within commercial zoning districts (Pat O'Brien, Applicant)

INTRODUCTION: The applicant has requested a text amendment to the Farragut Zoning Ordinance to allow for food trucks within the Town. Currently, with the exception of those approved as part of a community event authorized through a special events permit, the Town does not have provisions to allow for food trucks within the corporate limits.

DISCUSSION: Food trucks/mobile food vending has become popular nationwide over the last several years with vendors setting up either on private property or within public rights-of way. Related to the mobile food vending use the staff has a number of questions that need further discussion. For example,

1. Should mobile food vending/food trucks be allowed at various dates/times within the Town or should the use continue to be limited to special events? Staff is concerned about allowing food trucks due to the competition with established brick and mortar restaurant businesses within the Town that are leasing a tenant space with sales tax being paid to the Town. By only being allowed as part of a special event, each established business within the Town could utilize this type use four times per calendar year with each approved special event, thereby restricting the frequency. Staff does have a concern related to the frequency in which food trucks/mobile food vendors would setup within the Town.
2. Related to the previous question, if not part of a special event, should food trucks/mobile food vending only be allowed when sponsored by an established brick and mortar business within the Town? Basically, this type of restriction would prevent food trucks/mobile food vendors from setting up randomly in the Town and would require them to partner with a local business. Or is it more appropriate to encourage local established businesses to partner with vendors and provide catering within the parameters of their business?
3. Another consideration regarding mobile food vending/food trucks is that some of these can be very obtrusive (signage, lighting, etc.) and can consume valuable parking spaces near the front of a building. Some pictures of one vendor in a nearby community show an accessway being used for parking a food vendor vehicle that is covered in signage. The staff would specify that if food vending/food trucks are permitted more broadly, they park in a designated area in the rear of the established brick and mortar business and function as a support service for the brick and mortar establishment;
4. Staff questions how revenue, i.e., sales tax, would be collected from the food truck/mobile food vending business owners. Should this be accomplished by an annual or one-time vendor permit fee?
5. Similar to other cities, if allowed, should the Town look at establishing zones in which food trucks/mobile food vending would be permitted? This could also help address an earlier concern

about not affecting parking and/or impeding vehicular or pedestrian ways. Given the Town's suburban character, staff does not feel comfortable allowing this type of use within a public right-of-way.

6. Also related to an earlier comment, since aesthetics have always been very important in the Town, does the planning commission feel that signage and lighting for the food truck/mobile food vending vehicles should be restricted? Related to signage, perhaps only a menu board affixed to the vending vehicle?

These are just some of the questions that the staff felt should be discussed. Additionally, given the potential impact to established businesses, staff would recommended this matter be taken to the Economic Development Committee (EDC) and the Farragut Business Alliance (FBA) to obtain their feedback.



**FARRAGUT BOARD OF MAYOR AND ALDERMEN
MINUTES
SEPTEMBER 8, 2016**

**METROPOLITAN DRUG COMMISSION DISCUSSION
6:15 PM**

**BEER BOARD
See Beer Board agenda
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. August 25, 2016
- VI. Business Items**
 - A. Approval of Storm Damage Repair to the Campbell Station Inn
 - B. Approval of Contract 2016-13, I-40/Campbell Station Intersection Landscaping Project
 - C. Approval of Special Event Directional Sign Placement for the 2016 Parade of Homes
 - D. Approval of Proposal for Appraisal & Acquisition Services for the Kingston Pike Sidewalk Project.
 - E. Approval of Dates for the November and December BMA meeting
 - F. Approval to Elect Voting Delegate (1) and Alternate Voting Delegates (2) to the National League of Cities Conference

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- VII. Town Administrator's Report**
- VIII. Town Attorney's Report**

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

Approval of Agenda

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

Citizens Forum

The following citizens addressed the board concerning the dumpster services on Parkside Drive which backs up to Sweetbriar subdivision.

Debbie Raines, 11324 Gates Mill
Emily King, 11338 Gates Mill
Maria Newman, 624 Lark Meadow
Kathryn Manis, 11302 Gates Mill
Tim Eason, 11312 Gates Mill
Carol Kristofferson, 11320 Gates Mill

Approval of Minutes

Motion was made to approve the minutes of August 25, 2016 as presented. Moved by Alderman Povlin, seconded by Alderman Williams; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Business Items

Approval of Storm Damage Repair to the Campbell Station Inn

Motion was made to award the bid to Johnson & Galyon in the amount of \$24,532, including additional change orders as authorized by the Town Administrator. Moved by Alderman Povlin, seconded by Alderman Pinchok; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Approval of Contract 2016-13, I-40/Campbell Station Intersection Landscaping Project

Motion was made to award Contract 2016-13 to Little Green Garden in the amount of \$29,386.93. Moved by Alderman Povlin, seconded by Alderman Pinchok; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Approval of Special Event Directional Sign Placement for the 2016 Parade of Homes

Motion was made to approve proposed placement of special event directional signage, Thursday through Sunday, within the Town of Farragut's right-of-way for the 2016 Parade of Homes. Moved by Alderman Markli, seconded by Alderman Povlin; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Approval of Proposal for Appraisal & Acquisition Services for the Kingston Pike Sidewalk Project.

Motion was made to award the appraisal and acquisition services to the following:
Butler Appraisal Group in the amount of \$4,000
Dunn & Metz Appraisal in the amount of \$2,000
RES, LLC in the amount of \$4,750

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

Approval of Dates for the November and December BMA meeting

Motion was made to cancel the meeting of November 24, 2016 due to Thanksgiving.

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

Approval to Elect Voting Delegate (1) and Alternate Voting Delegates (2) to the National League of Cities Conference

Motion was made to nominate Mayor McGill as the voting delegate. Moved by Alderman Pinchok, seconded by Alderman Povlin; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Motion was made to nominate Pinchok and Williams as alternate voting delegates. Moved by Alderman Markli, seconded by Alderman Povlin; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Town Administrator's Report

David Smoak, Town Administrator, announced that the free Putt Putt Day would be September 19.

Ralph McGill, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Ashley Miller, Assistant Community Development Director

SUBJECT: Approval of Interlocal Agreement for the Great Smoky Mountains Regional Greenway Council

INTRODUCTION: The original interlocal agreement creating the Great Smoky Mountains Regional Greenway Council was approved by the board in 2009. The interlocal agreement currently before the board is an update to the original agreement and will be in effect for ten years. The update consists of updating the point-of-contact listed in the agreement.

BACKGROUND: Approximately 21 years ago, a similar regional greenway council was created. Goals were established and once those goals were accomplished, the group disbanded. In 2009, with increased awareness and need for interconnected trails for recreation opportunities and transportation alternatives, the staff of these same jurisdictions re-convened and created the council. Since 2009, town staff have served on the council.

DISCUSSION: In addition to Farragut, the jurisdictions participating as part of the council include the TPO, Metropolitan Knoxville Airport Authority, Knox County, Knoxville, Alcoa, Maryville, Louisville, Townsend, Blount County, Oak Ridge, Pigeon Forge, Sevierville, Loudon County, Maynardville and Cocke County.

The duties and responsibilities of the council have and continue to be the following:

- 1) Develop and implement a regional greenway plan;
- 2) Development of system of greenways throughout the region which would:
 - a. Create a positive regional image;
 - b. Enhance tourism;
 - c. Increase outdoor recreation opportunities;
 - d. Provide transportation alternatives;
 - e. Enhance quality of life in the region;
 - f. Protect natural corridors; and
 - g. Create new outdoor education opportunities.
- 3) Establish a public relations/marketing information program to publicize and gain support for regional greenways;
- 4) Establish a network to promote, support, and communicate information and ideas about greenway development through regular scheduled meetings, events, and other forms of communications.

Each participating jurisdiction may assign one citizen and one government representative to serve on the council. The annual membership dues for the Town of Farragut are \$300, which is accounted for in Community Development's departmental budget.

RECOMMENDATION: Staff recommends approval of the updated interlocal government agreement.

BOARD ACTION:

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

<u>VOTE/TOTAL</u>	<u>WILLIAMS</u>	<u>MARKLI</u>	<u>PINCHOK</u>	<u>POVLIN</u>	<u>MCGILL</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

**INTERLOCAL AGREEMENT CREATING THE
GREAT SMOKY MOUNTAINS REGIONAL GREENWAY COUNCIL**

This agreement, made and entered into this _____ day of _____ 2016, by and between the attached government and organization members and as added or deleted as approved by the Council.

WITNESSETH:

WHEREAS, the parties have entered into an Interlocal Agreement creating the Great Smoky Mountains Regional Greenway Council, and

WHEREAS, TCA 12-9-101, et.seq. permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities, and

WHEREAS, the designated cities and counties in east Tennessee and federal, state, regional and community organizations have joined together in an effort to create a regional system of greenways and blueways.

NOW, THEREFORE, in consideration of the mutual promises, covenants and benefits to accrue from conduct of a comprehensive regional planning process, the parties hereto (“Members”) hereby covenant and agree as follows:

1. Establishment of Great Smoky Mountains Regional Greenway Council. There is hereby established a multi-jurisdictional arrangement, herein referred to as the “Great Smoky Mountains Regional Greenway Council,” among the Members.
2. Purpose. The purpose of the Great Smoky Mountains Regional Greenway Council is to develop a protected system of natural corridors and land and water trails which will

link citizens with each other and with the natural and historic resources of the Smoky Mountains Region.

3. Duties and Responsibilities. The duties and responsibilities of the Great Smoky Mountains Regional Greenway Council are as follows:
 - (a) Development and implementation of a Great Smoky Mountains Regional Greenway Plan.
 - (b) Development of a system of greenways throughout the region that would:
 - Create a positive regional image
 - Enhance tourism
 - Increase outdoor recreation opportunities
 - Provide transportation alternatives
 - Enhance quality of life in the region
 - Protect natural corridors
 - Create new outdoor education opportunities
 - (c) Establishment of a public relations/marketing information program to publicize and gain support for regional greenways.
 - (d) Establishment of a network to promote, support, and communicate information and ideas about greenway development through regular scheduled meetings, events, and other forms of communication.
4. Voting Membership. Each dues-paying government entity may assign one citizen and one government representative as voting members. The Council shall have the flexibility to adjust dues to promote participation by all interested entities.
5. Officers. The Council Members shall elect from among themselves a chairperson, and vice-chairperson, a secretary and a treasurer for a term not to exceed two (2) years. The Council may also elect such other officers and committee chairpersons as it deems necessary and appropriate.

6. Ex-Officio. There will be a variety of technical and citizen advisors that assist the Council. Ex-officio members shall be selected by the Council.
7. Funding. The Council shall develop a structure and payment schedule for its members.
8. Additional Members. Additional Members may be added by an addendum hereto executed by the parties hereto and such additional Members.
9. Staff. The Council shall have the authority to hire part-time or full-time staff as it deems necessary.
10. Contracts. The Council shall have the authority to contract for necessary services in furtherance of its mission.
11. Grants. The Council shall have the authority to apply for, accept and administer grants.
12. Terms of Agreement. This Agreement shall remain in force and effect for a period of ten (10) years provided, however, that any Member may, upon three (3) months written notice to all the other parties, withdraw from the Council and terminate all of its obligations set forth herein which had not already been incurred prior to the sending of such notice.

**GREAT SMOKY MOUNTAIN REGIONAL GREENWAY COUNCIL
ANNUAL DUES—revised February 2009**

In an effort to make dues as fair and equitable as possible, the annual dues are based on the governments' park budget. This was conceived by recognizing that often population categories are not a good indicator of the services offered by a government agency and therefore does not indicate the ability to pay annual dues. Each year the full Council approves annual dues.

Annual dues for any governmental entity within the East Tennessee region that does not have a park budget but that wishes to be a voting member of the Council shall be equal to the dues for a local government with a Parks and Recreation Department annual operating budget of \$249,000 or less.

Any local government that contributes to the required local match for a regional greenway planning grant, if the grant has been sought with the cooperation and approval of the Council, may have its annual dues for the calendar year in which the local match was paid reduced by the amount of the contribution toward the local match.

Revenue generated from annual dues is utilized to accomplish common projects approved by the Council to promote greenways throughout the region.

Parks and Recreation Department

Annual Operating Budget

\$2 million or above

\$1,000,000-\$1,999,999

\$500,000-\$999,999

\$250,000-\$499,999

\$0-\$249,999

GSMRGC Annual Dues

\$1,500

\$1,000

\$500

\$300

\$200

City/County: Town of Farragut

Annual Dues: \$300.00

Please fill in this form and return with a check in the appropriate amount payable to:

Great Smoky Mountains Regional Greenway Council

c/o Angie Luckie, Chair

City of Maryville

400 W. Broadway Ave.

Maryville, TN 37801

IN WITNESS WHEREOF, the parties have officially adopted and cause this Agreement to be executed and their signatures to be affixed by their respective chief officials as of the day, month and year first above written.

TOWN OF FARRAGUT, TENNESSEE
BY ITS MAYOR

Mayor

Printed name

Date

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: William E. McKelvey, Public Works Director

SUBJECT: Approval of Bids for Contract 2016-14, Farragut Town Hall HVAC Equipment Replacement.

INTRODUCTION: The purpose of this agenda item is to approve the bid and award of contract 2016-14 to replace the HVAC Equipment at Farragut Town Hall.

BACKGROUND: The HVAC units to be replaced were installed when the building was constructed in 1991. These 25 year old units are only 70% efficient. The replacement units are rated 95.5% efficient. Maintenance on these HVAC systems has been steadily increasing over the years and these original units are in need of being replaced at this time. The higher efficient rating of the HVAC systems will help lower utility bill at Town Hall.

DISCUSSION: The town received five bids for HVAC Equipment Replacement at Town Hall. Attached is a bid sheet for review. The low bidder is Volunteer Mechanical in the amount of \$56,472.00. Staff has checked all references and did not find anything that would preclude them from being awarded this contract.

FINANCIAL SECTION:

Account Number: 310-41810-942

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$130,000	\$56,472.00	\$56,472.00	\$73,528

Approved By: *Bud McKelvey*

RECOMMENDATION BY: Public Works Director Bud McKelvey for approval.

PROPOSED MOTION: Approval of bids and award of Contract 2016-14 to Volunteer Mechanical in the amount of \$56,472.

BOARD ACTION:

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

<u>VOTE/TOTAL</u>	<u>WILLIAMS</u>	<u>MARKLI</u>	<u>PINCHOK</u>	<u>POVLIN</u>	<u>MCGILL</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

BID TAB FOR 2016-14 CONTRACT
Farragut Town Hall HVAC Equipment Replacement

Bidder	Bid Price
Interstate Mechanical Knoxville, TN	\$95,300.00
Del-Air Mechanical Knoxville, TN	\$85,585.00
Air Quest America Knoxville, TN	\$79,166.00
Four Seasons Inc. Knoxville, TN	\$67,220.00
Volunteer Mechanical Knoxville, TN	\$56,472.00

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Sue Stuhl, CPRP - Parks and Leisure Services Director

SUBJECT: Mayor Bob Leonard Park (MBLP) Turf Conversion, Parking Lot Addition and Restroom Reconstruction – Civil Engineering, Surveying, Architecture and Landscape Architecture Services

ATTACHMENTS: Scope of Work – Urban Engineering

INTRODUCTION: The purpose of this agenda item is to approve a professional services agreement between the Town of Farragut and Urban Engineering Inc. for civil engineering, surveying, architecture and landscape architecture services (construction documents) for MBLP field 3 conversion, parking lot addition and restroom reconstruction.

BACKGROUND: This summer Town staff issued a Request for Qualifications for professional consulting firms to provide architectural, engineering and consulting services for the MBLP field 3 conversion, parking lot addition and restroom reconstruction. This project is included in the FY2017 Capital Investment Plan and the Town was recently awarded a Local Parks and Recreation Fund grant in the amount of \$500,000 (with an equal match) for this project.

Members of the Town staff evaluated the submittals and are recommending Urban Engineering for this project. Chris Sharp, Urban Engineering, has experience in producing construction plans for synthetic turf field conversions, is a local firm and is knowledgeable regarding Town regulations. He was the engineer for MBLP field #1. Please see the attached scope of work and professional services agreement.

The tentative schedule for this project is to have the plans done by mid-winter with construction beginning in the spring of 2017. This schedule is very tentative due to the fact that this project is being funded by the Local Parks and Recreation Fund grant and we will need to wait until the State of Tennessee issues the grant contract before we can move forward with bidding.

FINANCIAL SECTION:

Account Number:

Total Budget

\$1,180,000

Requested Amount

\$46,935

Contracted Amount

\$0

Remaining Amount

\$1,133,065

Approved By: 

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

PROPOSED MOTION: Approve the professional services agreement between the Town of Farragut and Urban Engineering in the amount of \$46,935 for civil engineering, surveying, architecture and landscape

architecture services (construction documents) for MBLP field 3 conversion, parking lot addition and restroom reconstruction.

MOTION BY: _____ SECONDED BY: _____

<u>VOTE/TOTAL</u>	<u>MCGILL</u>	<u>MARKLI</u>	<u>PINCHOK</u>	<u>POVLIN</u>	<u>WILLIAMS</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____



URBAN ENGINEERING, INC.

CIVIL ENGINEERS • LAND PLANNERS • LAND SURVEYORS

September 13, 2016

Town of Farragut
Ms. Sue Stuhl
Director of Parks and Leisure Services
11408 Municipal Center Drive
Farragut, TN 37934

Re: Civil Engineering, Surveying, Architecture and Landscape Architecture Services – Mayor Bob Leonard Park Turf Conversion (Field #3), Parking Addition and Restroom Construction

Dear Ms. Stuhl:

This is to propose an agreement to provide services for the referenced property in accordance with our recent correspondence.

Basic Civil Engineering, Surveying and Landscape Architecture Services:

1. Conduct a field topographic survey and prepare an electronic base map. This service includes setting benchmarks (reference points) for the project.
2. Prepare preliminary concept plan(s) for the field conversion including alternatives for field slopes, elevations and safety zones surrounding the field.
3. Prepare preliminary concept plans(s) for the parking lot expansion. This includes providing options for site elements such as fencing and furnishings.
4. Conduct a meeting with the Town staff to review the concept plans and provide input for the Contractor pre-qualification package.
5. Prepare drawings to include general notes, site layout plans, grading plans and details for the field, parking expansion and area around the proposed restroom / storage facility. The plans will also coordinate with the plumbing plan to show external connections at the restroom as well as LED lighting within and around the parking expansion.
6. Produce a planting plan for the landscaped areas within and adjacent to the parking expansion and around the new restroom facility, if applicable.
7. Prepare storm water and erosion control calculations, drawings and details.
8. Prepare synthetic turf specification and sports field Contractor pre-qualification package.
9. Submit drawings and specifications to the Town for review.
10. Conduct a meeting with the Town staff to receive and review drawing comments.
11. Make necessary revisions and issue the drawings and specifications for construction.
12. Prepare SWPPP for submission to TDEC. Fee to be paid by the Town of Farragut.
13. Provide up to 12 hard copies of the plans and specifications and an electronic version in .pdf format.



URBAN ENGINEERING, INC.

CIVIL ENGINEERS • LAND PLANNERS • LAND SURVEYORS

14. Review of any substitutions for the specified synthetic turf during the bid process. This service includes researching alternatives to crumb rubber infill and advising the Town. This service is to be provided as requested by the Town and billed on an hourly basis per the attached rate schedule.
15. Site construction observation by Urban Engineering will be provided as requested by the Town on an hourly basis (Up to 16 hours of P.E. time). Additional time to be billed per UEI's attached hourly rate schedule.

Basic Architectural Services:

16. Produce preliminary schematic drawings for the proposed 24'x46' restroom / storage facility.
17. Conduct a meeting with the Town of Farragut to review the schematic drawings.
18. Following said meeting, make revisions to the schematic drawings per Town of Farragut comments and produce plans and specifications for the construction of the restroom / storage facility. The drawings will include layout and specifications for structural, electrical, plumbing and heating and cooling.
19. Produce an estimate of probable costs for the building construction.
20. Assist the Town during the bidding phase. This service includes answering questions from the bidders and issuing addenda, if necessary.
21. Provide contract administration support, review pay applications and visit the field, as requested by the Town (Up to 20 hours) to observe construction and/or to answer Contractor questions. Additional time to be billed per BIF's attached hourly rate schedule.

Notes:

1. Specifications for site-related construction except for the synthetic turf construction and sports field Contractor pre-qualification package will be on the drawings. Synthetic turf and Contractor pre-qualification requirements will be submitted in a separate document.
2. Neither as-built drawings nor construction staking are not included in this proposal.

Compensation:

1. Services 1 through 21 to be billed hourly per the attached rate schedule with an estimated total of \$46,935.00 (4.7% of the allotted construction budget).



URBAN ENGINEERING, INC.

CIVIL ENGINEERS • LAND PLANNERS • LAND SURVEYORS

Thank you for the opportunity to provide services for this project. Attached to this proposal are the aforementioned hourly rate schedules. Please let me know if you have questions. If everything is in order, please sign below and forward one copy to us as your notice to proceed.

Sincerely,

Urban Engineering, Inc.


Chris Sharp, P.E. 9.14.16

Accepted: _____
Signature Date

**Urban Engineering
Hourly Rates
Effective January 1, 2016**

* Registered Engineer	\$115.00
* Registered Land Surveyor	\$115.00
* Registered Land Surveyor (GPS)***	\$125.00
* Registered Landscape Architect	\$75.00
* Project Designer	\$75.00
* Survey Crew	\$100.00
* Technician	\$35.00
* Cad Operator	\$55.00
* Secretary	\$35.00

* Includes surveying equipment, transportation, computer, word processor, and other miscellaneous overhead; reproduction costs of completed plans and specifications provided at cost.

** Rates reviewed and adjusted annually on January 1.

*** GPS rate for field data collection (field work) and time for processing and publishing GPS data.

SCHEDULE OF HOURLY RATES

CURRENT AS OF JANUARY 1, 2016

Principal Time. \$131.00 per hour
Dan Brewer, Lee Ingram, Anthony Fuller

Architect Time. \$96.00 per hour
Staff Registered Architects

Designer 2 Time. \$85.00 per hour
Interns with 10 years or more experience

Designer 1 Time. \$78.00 per hour
Interns with 3 to 10 years experience

Intern Time. \$70.00 per hour
Interns with less than 3 years experience

Clerical Personnel Time.. . . . \$47.00 per hour
Administrative Staff

Above rates are subject to adjustment annually on January 1.
Consultants' hourly rates are available on request.

TOWN OF FARRAGUT

PROFESSIONAL SERVICES AGREEMENT

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

Project: MBLP Field 3 Conversion, Parking Lot Addition and Restroom Reconstruction

Location: Mayor Bob Leonard Park, 301 Watt Road, Farragut, TN 37934

Description of Project: Civil Engineering, Surveying, Architecture and Landscape Architecture Services (Construction Plans)

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

See Scope of Services attached to this Agreement.

2. **Compensation.** Client shall compensate Contractor for the Basic Services as follows: A lump sum fee of \$46, 935 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 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 January 15, 2017. 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: CHRISTOPHER A. SHAAP

Title: P.E., PRESIDENT

Date: 9/14/16

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Sue Stuhl, CPRP - Parks and Leisure Services Director

SUBJECT: McFee Park Master Plan Update

ATTACHMENTS: Scope of Work - Ross/Fowler

INTRODUCTION: The purpose of this agenda item is to approve a professional services agreement between the Town of Farragut and Ross/Fowler Landscape Architecture.

BACKGROUND: Included in this year's Capital Investment Plan is the update to the McFee Park master plan and subsequently moving forward with the next phase of the park. The plan was last updated about five years ago.

This summer Town staff issued a Request for Qualifications for professional consulting firms to provide architectural, engineering and consulting services for the McFee Park Master Plan update. Members of the Town staff evaluated the submittals and are recommending Ross/Fowler for this project. The Ross/Fowler firm has extensive experience in park planning including work on Lakeshore Park Master Plan, World's Fair Park Master Plan, Tennessee Riverpark in Chattanooga and many others. Staff feel that their experience in this area makes the team from Ross/Fowler the best match for our master plan update. Please see the attached scope of services.

The tentative schedule for this project is to complete the update in mid-winter or early spring and then move on to the construction plans contract for McFee Park Phase 3. This first phase involves stakeholder interviews and public input sessions and the firm will be working with a special committee made up of members of the four Parks and Leisure Services committees. This process is important to gather as much input from the community as possible and to provide a good base of support for future state and federal grants. It is important to note that this contract also involves opinion of probable construction cost for the elements included in the updated master plan. This is critical for planning what will be included in future phases.

FINANCIAL SECTION:

Account Number:

Total Budget

\$300,000

Requested Amount

\$41,750

Contracted Amount

\$0

Remaining Amount

\$258,250

Approved By: 

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

PROPOSED MOTION: Approve the professional services agreement between the Town of Farragut and Ross/Fowler for preparation of the McFee Park Master Plan update in the amount of \$39,500 plus up to \$2,250 for reimbursable expenses.

MOTION BY: _____ SECONDED BY: _____

<u>VOTE/TOTAL</u>	<u>MCGILL</u>	<u>MARKLI</u>	<u>PINCHOK</u>	<u>POVLIN</u>	<u>WILLIAMS</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____



ROSS/FOWLER ARCHITECTURE
LANDSCAPE ARCHITECTURE

5103 Kingston Pike
Suite 105
Knoxville, TN 37919
865-637-1100
865-637-1101 Fax
www.rossfowler.com

Ms. Sue Stuhl
Town of Farragut
11408 Municipal Center Drive
Farragut, Tennessee 37934

September 12, 2016
Revised September 14, 2016

RE: McFee Park Master Plan Update
Revised Proposal for Landscape Architectural Services

Dear Ms. Stuhl:

It was good to speak with you regarding the McFee Park Master Plan update and the process that the Town wishes to use to perform the master plan services. Based upon our discussion and the McFee Park Master Plan Update – Project Scope we are pleased to offer the following proposal for professional landscape architectural services for the McFee Park Master Plan Update.

PROPOSED PROJECT APPROACH / SCOPE / SERVICES

- I. Project Initiation Meeting with staff and the McFee Park Master Plan Review Committee
Confirm scope, program and approach
- II. Data Collection
 - A. Current McFee Park Master Plan digital images
 - B. G.I.S. topography in Autocad format
 - C. Base map preparation
- III. Site Analysis
 - A. Site reconnaissance
 - B. Site photography
 - C. Site assessment
- IV. Develop Public Meeting Materials
 - A. Powerpoint in concise format
 - B. Comment sheets
- V. Stakeholder Interviews
 - A. Identify stakeholders with PLS assistance
 - B. Interview selected stakeholders
 - C. Document interview input
- VI. Public Participation
 - A. Community input/public hearing (one daytime and one evening on same day)
 - B. Document public meeting input
- VII. Project Meeting with staff and Review Committee
 - A. Review stakeholder and community input
 - B. Receive commentary and direction
- VIII. Preliminary Master Plan
 - A. Proceeding from staff and Review Committee commentary prepare Preliminary Master Plan
 - B. Prepare Design Narrative and Opinion of Probable Construction Cost
 - C. Review Preliminary Master Plan, Design Narrative and Opinion of Probable Construction Cost with staff and Review Committee
- IX. Final Master Plan
 - A. Proceeding from staff and Review Committee commentary prepare Final Master Plan
 - B. Finalize Design Narrative and Opinion of Probable Construction Cost
 - C. Develop Public Presentation Materials
 1. Colored Plans and Sections
 2. A minimum of one rendering of a key location within the project
 3. Powerpoint presentation in concise format
- X. Presentation of Final Master Plan
 - A. Presentation to Municipal Planning Commission (MPC)
 - B. Presentation to Board of Mayor and Aldermen (BOMA)



Fowler to Stuhl
September 12, 2016
Revised September 14, 2016
Page Two

COMPENSATION

Compensation to Ross/Fowler for the above described Master Planning services shall be the Stipulated Sum of Thirty-nine thousand five hundred dollars (\$39,500.00) plus reimbursable expenses not to exceed Twenty-two hundred fifty dollars (\$2,250.00).

REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to the compensation for the Landscape Architect's services and include expenses incurred by the Landscape Architect and Landscape Architect's employees and consultants directly related to the Project, and include photography, expense of reproductions, postage and handling or express shipment of drawings and other documents and expense of long distance phone communications related to the Project. Reimbursable expenses are billed at a multiple of 1.15 times the expense incurred by the Landscape Architect.

ADDITIONAL SERVICES

Should the need for additional services arise, those services shall be authorized in writing by PNL Companies and shall be compensated on an hourly basis plus reimbursable expenses. Ross/Fowler's hourly rates are as follows: Principal \$175/hr.; Associate I \$150/hr.; Project Manager \$120/hr.; Landscape Architect IV \$100/hr.; Landscape Architect III \$80/hr.; Landscape Architect II \$65/hr.; Landscape Architect I \$50/hr.; Technical III \$70/hr.; Technical II \$60/hr.; Technical I \$45/hr.; Administrative III \$65/hr.; Administrative II \$50/hr.; Administrative I \$45/hr.

PAYMENT

Ross/Fowler, P.C. will bill the Town of Farragut monthly based upon the progress of the work. The Town of Farragut shall make payments to Ross/Fowler in proportion to services rendered.

Thank you for considering Ross/Fowler for the landscape architectural services for the McFee Park Master Plan Update. If you have questions regarding this proposal, please be in touch.

Sincerely,

ROSS/FOWLER, P.C.



Michael F. Fowler, AIA, LEED AP

ROSS/FOWLER



**Attachment B
ROSS/FOWLER, P.C.
CURRENT HOURLY RATES**

2016

Firm Principal	
Principal	\$175/hr.
Firm Management	
Associate/Project Manager III	\$165/hr.
Associate/Project Manager II	\$150/hr.
Project Manager I	\$120/hr.
Firm Professional Staff	
Landscape Architect IV	\$100/hr.
Landscape Architect III	\$80/hr.
Landscape Architect II	\$65/hr.
Landscape Architect I	\$50/hr.
Firm Technical Staff	
Technical III	\$70/hr.
Technical II	\$60/hr.
Technical I	\$45/hr.
Firm Administrative Staff	
Administrative III	\$65/hr.
Administrative II	\$50/hr.
Administrative I	\$45/hr.

REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY:** Allison Myers, Town Recorder**SUBJECT:** Approval of Resolution R-2016-11, Declaring Certain Town Property to be Surplus Property**DISCUSSION:**

The following items are all in working order and have a value greater than \$100. Therefore the items meet the criteria to be surplus items. The Town will be advertising the items on Govdeals.com, an online government surplus auction site.

- 2011 John Deere 997 2WD Mower
- 2006 Chevy 8500 Series single-axel Dump Truck with plow and salt spreader attachments
- Office Chairs
- Tapcon GPS Unit

This resolution approval will allow for the removal of the items from the fixed asset list and advertise the sale of the items on the GovDeals website.

RECOMMENDATION BY:

Allison Myers, Town Recorder

PROPOSED MOTION:

To approve Resolution R-2016-11 , a resolution declaring certain town property to be surplus property.

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

<u>VOTE/TOTAL</u>	<u>WILLIAMS</u>	<u>MARKLI</u>	<u>PINCHOK</u>	<u>POVLIN</u>	<u>MCGILL</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____



TOWN OF FARRAGUT

RESOLUTION R-2016-11

A Resolution Declaring Certain Town Property to be Surplus Property.

WHEREAS, it has been determined that the Town has no further use of certain item(s);
and

WHEREAS, the Board of Mayor and Aldermen may determine that these items are
surplus property; and

WHEREAS, the value, if any, is determined for the surplus property and its disposal will
be for the common benefit; and

WHEREAS, at time of sale of surplus item(s), moneys, if any, will be allocated back to
the appropriate department;

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF MAYOR AND
ALDERMEN OF THE TOWN OF FARRAGUT, TENNESSEE,** does hereby surplus the
following items(s):

- 2011 John Deere 997 2WD Mower
- 2006 Chevy 8500 Series single-axel Dump Truck with plow and salt spreader
attachments
- Office Chairs
- Tapcon GPS Unit

This Resolution is duly adopted by the Board of Mayor and Aldermen of the Town of
Farragut on this 22nd day of September 2016.

Ralph McGill, Mayor

Allison Myers, Town Recorder

AGENDA NUMBER VII. A. 1.

MEETING DATE

September 22, 2016

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Dan Johnson, Fire Marshal

SUBJECT: Ordinance 16-22, an ordinance to amend Title 12, Building, Utility, Etc., Codes, Chapter 11, International Residential Code, Section 12-1102 (9) and (10) of the Farragut Municipal Code,

BACKGROUND: The Town of Farragut is required to maintain building codes that are consistent with the State of Tennessee in order to maintain our exempt status. Due to recent changes in the State legislature, modifications to our local ordinances are required.

DISCUSSION: Sections of the 2012 International Residential Code, which is currently adopted by the Town, require slight modifications to comply with the requirements of Chapter 0780-02-23 of the Rules of Departments of Commerce and Insurance Division of Fire Prevention: One and Two Family Dwellings and Townhouses. These changes minimally affect the construction of these type of occupancies as we currently require the separations noted. However, it was suggested that we modify our ordinance to align with that of the State. These modifications will bring the Town into compliance with the latest changes made to the rules and noted in an audit letter sent to the town on July 1, 2016. Once these corrections are made and adopted by the Board of Mayor and Alderman, a certified copy will be forwarded to the Tennessee Department of Commerce and Insurance for filing.

RECOMMENDATION: The staff recommends approval of Ordinance 16-22 on first reading.

PROPOSED MOTION: To approve Ordinance 16-22 on first reading.

BOARD ACTION:

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

<u>VOTE/TOTAL</u>	<u>WILLIAMS</u>	<u>MARKLI</u>	<u>PINCHOK</u>	<u>POVLIN</u>	<u>MCGILL</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

ORDINANCE: 16-22
PREPARED BY: Shipley
1ST READING: _____
2ND READING: _____
PUBLISHED IN: _____
DATE: _____

AN ORDINANCE TO AMEND TITLE 12, BUILDING, UTILITY, ETC. CODES, CHAPTER 11, INTERNATIONAL RESIDENTIAL CODE, OF THE FARRAGUT MUNICIPAL CODE, TO REFLECT THE STATE LAW RELATED TO AUTOMATIC SPRINKLER SYSTEMS IN CERTAIN RESIDENTIAL STRUCTURES

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend Title 12, Building, Utility, Etc., Codes, Chapter 11. International Residential Code, Section 12-1102 (9) and (10) of the Farragut Municipal Code,

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

SECTION 1.

The Farragut Municipal Code, Title 12, Building, Utility, Etc., Codes, Chapter 11. International Residential Code, Section 12-1102 (9) is amended by deleting it in its entirety and substituting in lieu thereof the following:

- (9) Section R313.1 Townhouse automatic fire sprinkler systems, of the International Residential Code, is amended by deleting it in its entirety and substituting in lieu thereof the following:

An automatic residential fire sprinkler system shall not be required if a 2 hour fire separation resistance wall exists between units, if such walls do not contain plumbing and/or mechanical equipment, ducts, or vents in the common wall.

SECTION 2.

The Farragut Municipal Code, Title 12, Building, Utility, Etc., Codes, Chapter 11. International Residential Code, Section 12-1102 (10) is amended by deleting it in its entirety and substituting in lieu thereof the following:

- (10) Section R313.2 One and Two-Family dwelling automatic fire systems, of the International Residential Code, is amended by deleting it in its entirety and substituting in lieu thereof the following:

An automatic residential fire sprinkler system shall not be required if a 2 hour fire separation resistance wall exists between units, if such walls do not contain

plumbing and/or mechanical equipment, ducts, or vents in the common wall.

SECTION 3.

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

Dr. Ralph McGill, Mayor

Allison Myers, Town Recorder

Certified to the Farragut Board of Mayor and Aldermen this _____ day of _____, 2016,
with approval recommended.

Rita Holladay, Chairman

Edwin K. Whiting, Secretary

FARRAGUT MUNICIPAL PLANNING COMMISSION