



FARRAGUT BOARD OF MAYOR AND ALDERMEN MINUTES

March 23, 2017

BUDGET WORKSHOP
Capital Investment Program
5:30 PM

BMA MEETING
7:00 PM

- I. Silent Prayer, Pledge of Allegiance, Roll Call**
- II. Approval of Agenda**
- III. Mayor's Report**
- IV. Citizens Forum**
- V. Approval of Minutes**
 - A. March 9, 2017
- VI. Business Items**
 - A. Approval of Re-Appointment to the Economic Development Committee
 - B. Approval of Professional Services Agreement between the Town of Farragut and Brewer Ingram Fuller for the Stabilization Phase of the Campbell Station Inn Renovation
- VII. Ordinances**
 - A. Public Hearing and Second Reading
 - 1. Ordinance 16-28, Ordinance to amend the Farragut Municipal Code Title 14, Chapter 6., Farragut Architectural Design Standards to provide for Appendix A, being an Adopted Color Palette.
 - B. First Reading
 - 1. Ordinance 17-02, an ordinance to amend the Farragut Municipal Code, Title 14, Land Use Controls, Chapter 6., Farragut Architectural Design Standards, Standard 2.17, to provide for new requirements associated with building materials

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WWW.TOWNOFFARRAGUT.ORG

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.

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

Mayor's Report

Mayor McGill reported that he and other members of the Board attend the Tennessee Municipal League conference in Nashville.

Approval of Minutes

Motion was made to approve the minutes of March 9, 2017 as presented. Moved by Alderman Pinchok, seconded by Alderman Williams; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Business Items

Approval of Re-Appointment to the Economic Development Committee

Motion was made to reappoint Knick Myers to the Economic Development Committee. Moved by Alderman Markli, seconded by Alderman Williams; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Approval of Professional Services Agreement between the Town of Farragut and Brewer Ingram Fuller for the Stabilization Phase of the Campbell Station Inn Renovation

Motion was made to approve the agreement with Brewer Ingram Fuller for the Stabilization Phase of the Campbell Station Inn Renovation, in the amount, not to exceed \$90,000. Moved by Alderman Povlin, seconded by Alderman Pinchok; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Ordinances

Public Hearing and Second Reading

Ordinance 16-28, Ordinance to amend the Farragut Municipal Code Title 14, Chapter 6., Farragut Architectural Design Standards to provide for Appendix A, being an Adopted Color Palette.

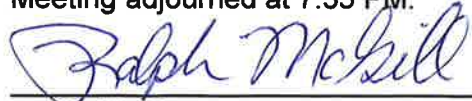
Motion was made to approve Ordinance 16-28 on second and final reading. Moved by Alderman Povlin, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

First Reading

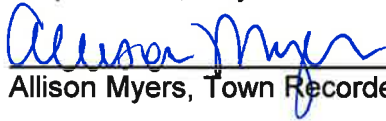
Ordinance 17-02, an ordinance to amend the Farragut Municipal Code, Title 14, Land Use Controls, Chapter 6., Farragut Architectural Design Standards, Standard 2.17, to provide for new requirements associated with building materials.

Motion was made to approve Ordinance 17-02 on first reading. Moved by Alderman Povlin, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Meeting adjourned at 7:35 PM.



Ralph McGill, Mayor



Allison Myers, Town Recorder



FARRAGUT BOARD OF MAYOR AND ALDERMEN AGENDA

March 23, 2017

BUDGET WORKSHOP
Capital Investment Program
5:30 PM

BMA MEETING
7:00 PM

- I. Silent Prayer, Pledge of Allegiance, Roll Call**
- II. Approval of Agenda**
- III. Mayor's Report**
- IV. Citizens Forum**
- V. Approval of Minutes**
 - A. March 9, 2017
- VI. Business Items**
 - A. Approval of Re-Appointment to the Economic Development Committee
 - B. Approval of Professional Services Agreement between the Town of Farragut and Brewer Ingram Fuller for the Stabilization Phase of the Campbell Station Inn Renovation
- VII. Ordinances**
 - A. Public Hearing and Second Reading
 1. Ordinance 16-28, Ordinance to amend the Farragut Municipal Code Title 14, Chapter 6., Farragut Architectural Design Standards to provide for Appendix A, being an Adopted Color Palette.
 - B. First Reading
 1. Ordinance 17-02, an ordinance to amend the Farragut Municipal Code, Title 14, Land Use Controls, Chapter 6., Farragut Architectural Design Standards, Standard 2.17, to provide for new requirements associated with building materials

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VIII. Town Administrator's Report

IX. Town Attorney's Report



FARRAGUT BOARD OF MAYOR AND ALDERMEN MINUTES

March 9, 2017

**BUDGET WORKSHOP
GENERAL FUND REVENUE/EXPENDITURE PROJECTIONS
STATE STREET AID FUND
5:45 PM**

**BEER BOARD MEETING
6:55 PM**

**BMA MEETING
7:00 PM**

- I. Silent Prayer, Pledge of Allegiance, Roll Call**
- II. Approval of Agenda**
- III. Mayor's Report**
- IV. Citizens Forum**
- V. Approval of Minutes**
 - A. February 23, 2017
- VI. Business Items**
 - A. Approval of Professional Services Agreement between the Town of Farragut and AECOM Inc. for Geographic Information Systems management
- VII. Ordinances**
 - A. Public Hearing and Second Reading
 - 1. Ordinance 16-27, an ordinance to amend the Farragut Zoning Ordinance, Chapter 4., Section XX., Parking and Loading., to provide for new requirements

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B. First Reading

1. Ordinance 16-28, Ordinance to amend the Farragut Municipal Code Title 14, Chapter 6., Farragut Architectural Design Standards to provide for Appendix A, being an Adopted Color Palette.

VIII. Town Administrator's Report

IX. Town Attorney's Report

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

Approval of Agenda

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

Mayor's Report

Alderman Povlin reported that the Shamrock Ball was a huge success.

Approval of Minutes

Motion was made to approve the minutes of February 23, 2017 as presented. Moved by Alderman Markli, seconded by Alderman Williams; voting yes, Aldermen Markli, Pinchok and Williams; Alderman Povlin abstained, Mayor McGill was absent; no nays; motion passed.

Business Items

Approval of Professional Services Agreement between the Town of Farragut and AECOM Inc. for Geographic Information Systems management

Motion was made to approve the Professional Services Agreement between the Town of Farragut and AECOM Inc. for Geographic Information Systems management. Moved by Alderman Povlin, seconded by Alderman Markli; voting yes, Aldermen Markli, Pinchok, Povlin and Williams; Mayor McGill was absent; no nays; motion passed.

Ordinances

Public Hearing and Second Reading

Ordinance 16-27, an ordinance to amend the Farragut Zoning Ordinance, Chapter 4., Section XX., Parking and Loading., to provide for new requirements

Motion was made to approve Ordinance 16-27 on second and final reading. Moved by Alderman Povlin, seconded by Alderman Markli; voting yes, Aldermen Markli, Pinchok, Povlin and Williams; Mayor McGill was absent; no nays; motion passed.

First Reading

Ordinance 16-28, Ordinance to amend the Farragut Municipal Code Title 14, Chapter 6., Farragut Architectural Design Standards to provide for Appendix A, being an Adopted Color Palette.

Motion was made to approve Ordinance 16-28 on first reading. Moved by Alderman Povlin, seconded by Alderman Markli; voting yes, Aldermen Markli, Pinchok, Povlin and Williams; Mayor McGill was absent; no nays; motion passed.

Town Administrator's Report

Meeting adjourned at 7:25 PM.

Ron Pinchok, Vice-Mayor

Allison Myers, Town Recorder

AGENDA NUMBER V1.A

MEETING DATE March 23, 2017

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of Re-Appointment to the Farragut Economic Development Committee

INTRODUCTION: The purpose of this business item is to consider the re-appointment to the Farragut Economic Development Committee. The Charter states that "The term of any member shall expire on the third absence from committee meetings during the fiscal year. Members may seek reappointment by the Board of Mayor and Aldermen."

DISCUSSION: Knick Myers is seeking re-appointment due to missing three meetings. His letter is attached.

RECOMMENDATION BY: Allison Myers, Town Recorder/Treasurer, for approval.

PROPOSED MOTION: To re-appoint Knick Myers to the Farragut Economic Development Committee.

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	_____	_____	_____	_____	_____



From the desk of Ray Knickerbocker Myers

521 Stone Vista Lane, Farragut TN 37934

865|659-3823

knick@myers-bros.com

Jennifer Hatmaker

Town of Farragut

3 March 2017

Re: reappointment to EDC

Dear Ms. Hatmaker,

The purpose of this letter is to request reappointment to the TOF EDC for the remainder of my current term.

Due to circumstances beyond my control, my attendance was required at an out of state commitment on 1 March 2017, which coincided with the date of our most recent EDC meeting. The conflict of schedules caused me to be absent for the EDC meeting on that date.

The EDC Charter states that a 3rd absence by a EDC member in a given year results in dismissal from the committee, and the applicant must reapply for the position. As such, I am hereby requesting to be reappointed for the remainder of my current term to the EDC.

Respectfully yours,

R. Knick Myers

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: G. Palmer, Assistant Town Manager

SUBJECT: Consideration of an agreement between the Town of Farragut and Brewer Ingram Fuller, Inc. for professional planning, design and oversight services; Campbell Station Inn Renovation

ATTACHMENTS: DRAFT Agreement for Professional Services between the Town of Farragut and Brewer Ingram Fuller Inc. and Attachments
BOMA January 08, 2015 Meeting Minutes (watch meeting:
<https://youtu.be/HsfqN01Hgco?list=PL12C01475D4AAFD8D>)

INTRODUCTION: At your January 08 2015 meeting, the Board approved the first of two agreements arising from the RFQ for planning and design of the Campbell Station Inn Renovation Project. Agreement 1 or phase I involved the master planning for the project and committee engagement. Phase II involves the stabilization design and renovation of the Campbell Station Inn; the contract for which is before you tonight.

DISCUSSION: Around 2014 the Town purchased the property located at the northwest corner of Campbell Station Road and Kingston Pike (aka Campbell Station Inn or Avery Russell House) and set up capital funding for the master planning and reconstruction of the Campbell Station Inn. Consequently, we programmed \$300,000 for FY 2015 and \$300,000 for FY 2016.

In summer/fall 2014 the Town solicited proposals for professional architectural services. We received four qualified proposals. The RFQ evaluation team unanimously and overwhelmingly ranked Brewer Ingram Fuller the most qualified firm for this specific project. After interviewing Brewer Ingram Fuller at their offices and seeing their work we began contract negotiations.

Originally, we intended on having *one* lump sum contract covering both the master planning and resulting reconstruction plans. However, after collaborating internally and with the candidate firm, we concluded it best to separate this into phases in which Brewer Ingram Fuller will first complete the planning phase under this hourly service contract, and then complete the renovation phase under another subsequent contract with direction from the steering committee.

Phase 1 is complete and we are now ready to commence Phase II. Thus, at this time, we are proposing the attached contract with Brewer Ingram Fuller in an amount not to exceed \$90,000 (\$77k estimate but we should budget with some room for unanticipated issues that typically arise with these older unpredictable structures). Expenses in excess of \$90,000 will have to be first approved by the Board through an amendment to this contract.

FINANCIAL SECTION: (if needed)**Account Number:****Total Budget**

\$600,000

Requested Amount

\$90,000

Contracted Amount

\$76,900

Remaining Amount

\$475,000

Approved By:

RECOMMENDATION BY: G. Palmer, Assistant Town Manager with review and recommendation for approval of the agreement in its proposed form by T. Hale, Town Attorney.

PROPOSED MOTION: Approve the Professional Services Agreement between the Town and Brewer Ingram Fuller, Inc. in an amount not to exceed \$90,000.

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

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



AIA®

Document B104™ – 2007

Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope

AGREEMENT made as of the Fourteenth day of March in the year Two Thousand Seventeen

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Town of Farragut
11408 Municipal Center Drive
Farragut, TN 37934
Telephone Number: 865-966-7057
Fax Number: 865-675-2096

and the Architect:
(Name, legal status, address and other information)

Brewer Ingram Fuller Architects Inc.
Cherokee Mills
111 N Concord Street
Knoxville, TN 37919
Telephone Number: 865-525-2707
Fax Number: 865-637-1532

for the following Project:
(Name, location and detailed description)

Avery Russell House/Campbell Station Inn Renovation and Adaptive Re-use
Phase 2 – Stabilization
11401 Kingston Pike
Farragut, TN 37934

This project is an interim stabilization phase. Project will not be occupiable or accessible to persons with disabilities at completion of this phase. Project includes Limited Construction Documents and Construction Phase Services as described herein.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

Refer to Exhibit A, 10 pages, for Preliminary Initial Scope.

Services related to the following are not included in the initial scope of work:

1. Subsurface conditions.
2. Hazardous materials.
3. Discovery of concealed damage such as by termites or rot.
4. Telecommunication, data, and information technology systems.
5. Security systems.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

Init.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services.

§ 3.1.1 The Architect shall be entitled to rely on (1) the accuracy and completeness of the information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 DESIGN PHASE SERVICES

(Paragraphs deleted)

§ 3.3 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.3.3 The Architect shall update the estimate for the Cost of the Work.

§ 3.3.4 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.5 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in awarding and preparing contracts for construction.

§ 3.4 CONSTRUCTION PHASE SERVICES

§ 3.4.1 GENERAL

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A107™-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. If the Owner and Contractor modify AIA Document A107-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 EVALUATIONS OF THE WORK

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.1, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 SUBMITTALS

§ 3.4.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is

not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 CHANGES IN THE WORK

The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.2.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 PROJECT COMPLETION

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services are not included in Basic Services but may be required for the Project. Such Additional Services may include programming, budget analysis, financial feasibility studies, site analysis and selection, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.1, value analysis, quantity surveys, interior architectural design, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, commissioning, environmentally responsible design beyond Basic Services, LEED® Certification, fast-track design services, and any other services not otherwise included in this Agreement.

(Insert a description of each Additional Service the Architect shall provide, if not further described in an exhibit attached to this document.)

Refer to Article 12.

§ 4.2 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect has included in Basic Services Eight (8) site visits over the duration of the Project during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.2 The Architect shall review and evaluate Contractor's proposals, and if necessary, prepare Drawings, Specifications and other documentation and data, and provide any other services made necessary by Change Orders and Construction Change Directives prepared by the Architect as an Additional Service.

§ 4.2.3 If the services covered by this Agreement have not been completed within Eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site, and services of geotechnical engineers or other consultants when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot

and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the program and scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the bidding has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A107™-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☒ [X] Arbitration pursuant to Section 8.3 of this Agreement

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other *(Specify)*

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§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services as described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Basic Compensation shall be a stipulated sum of \$76,900.00, except as adjusted due to significant changes in initial scope of the Work.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Additional Services shall be performed based on hourly rate schedules, adjusted annually. Refer to Exhibit B, Schedule of Hourly Rates, for current rates.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Additional Services shall be performed based on hourly rate schedules, adjusted annually. Refer to Exhibit B, Schedule of Hourly Rates, for current rates.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10.00 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Development Phase	NA	percent (	NA	%)
Construction Documents Phase	Seventy-five	percent (	75	%)
Construction Phase	Twenty-five	percent (	25	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Exhibit B, Schedule of Hourly Rates.

Employee or Category	Rate
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§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;

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- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

NA

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1.00 % monthly on unpaid balance

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to off set sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 12.1 PRINCIPALS For the purposes of this Agreement, Architect's principals are Dan Brewer, Lee Ingram and Anthony Fuller.

§ 12.2 OWNER'S DESIGNATED REPRESENTATIVE The Owner authorizes ASSISTANT TOWN MANAGER to serve in the capacity of Designated Representative as described in Article 5 of this Agreement. The Owner authorizes TOWN ATTORNEY to serve in the capacity of Alternate Designated Representative in the event the Designated Representative is not readily available.

§ 12.3 DESIGN TEAM MEMBERS The design team shall include the Architect and the following Basic Consultants to the Architect. Services by any other consultants beyond those included in this design team shall be considered Additional Services.

Landscape Architect: Ross/Fowler, P.C.

Civil Engineering Consultant: McGill Associates, P.A.

Structural Engineering Consultant: Bender & Associates

Mechanical and Fire Protection Engineering Consultant: Albert F. G. Bedinger Consulting Engineers,

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P.C.

Electrical Engineering Consultant: Vreeland Engineers, Inc.
Estimating Consultant: Mark Halcomb

§ 12.4 OWNER'S INITIAL PROJECT GOALS AND BUDGET Refer to Section 1.1, Preliminary Initial Scope, which shall be the basis for the development of the current project. Proposed services shall be provided for the current project only. The initial construction budget is \$900,000, and is not a fixed limit of Construction Cost.

§ 12.5 LIMIT OF DESIGN TEAM SCOPE AND SERVICES

§ 12.5.1 Architect's scope and services. Architect's Basic Services shall be provided only for the limited architectural stabilization and renovation scope described in Exhibit A.

§ 12.5.2 Landscape Architect's scope and services. The scope of the work is the limited landscape architectural services associated with the site and existing milk barn demolition and the grassing for stabilization of the disturbed area on the site of the historic Campbell Station Inn. Proceeding from the site stabilization concept indicated in Exhibit A, prepare demolition and site stabilization drawings and specifications for the project at the Construction Documents level. Provide support to Architect during Bidding and Construction Phase upon request. Civil engineering/SWPPP and hazardous materials abatement is excluded from the scope.

§ 12.5.3 Civil engineer's scope and services. Provide an Erosion & Sediment Control (E&SC) Plan using topographic survey information already obtained by the Town of Farragut and site layout & stabilization information prepared by Ross/Fowler, PC. Provide details and notes necessary to inform the contractor related to the E&SC installation and maintenance requirements for the project. Prepare a stormwater pollution prevention plan (SWPPP) to accompany the E&SC plan in the application of a National Pollution Discharge Elimination System (NPDES) Construction Stormwater permit. Perform two (2) site visits, one at the beginning and one during construction, to observe the site conditions and E&SC measures.

§ 12.5.4 Structural engineer's scope and services. Provide structural engineering services for the initial stabilization phase of this project based on Exhibit A. Services will include construction documents with details based on structural recommendations listed in Exhibit A.

Exhibit A provided a general description of repairs recommended based on site visits. Other repairs may be required that were not listed in the study if conditions, in engineer's opinion, dictate repairs are needed. Drawings will include recommendations for the following:

- Foundation/main floor repairs/reinforcing
- Attic/roof repairs/reinforcing
- Exterior wall repairs

Since the upper level is covered above and below by finishes, upper level floor repairs will not be included in this phase except for limited areas such as the temporary stair support and tie rod installation. There will likely be structural repairs/ enhancements for the upper level floor framing included in later phases of work.

Visit the site when required to review existing conditions or progress of construction up to six times during the project. Review shop drawings for structural items as related to structural designs.

§ 12.5.5 Mechanical engineer's scope and services. Mechanical engineering design services will consist of fire protection and HVAC as indicated in Exhibit A, including fire line and fire hydrant. Engineer will provide mechanical engineering design services to the extent of furnishing mechanical drawings and Section 21 and 23 of the specifications. Review submittals for the mechanical portion of the project and visit the site during construction, if required, and provide a punch list at the completion of construction.

§ 12.5.6 Electrical engineer's scope and services. Work will include necessary meetings, preparation of Construction Documents, and Construction Administration. Work will include only electrical design necessary for facility stabilization as indicated in Exhibit A.

§ 12.5.7 Estimating consultant's scope and services. Construction Document cost estimating up to 52 hours, site visits up to 6 hours, meetings up to 4 hours, value engineering, constructability and cost saving consulting up to 8

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hours.

§ 12.6 Owner Information: The design team shall be entitled to rely on the accuracy and completeness of all information provided by the Owner. Owner shall provide:

1. Programming - Documenting project requirements: General project description, design objectives and criteria, prioritization of project goals, needs analysis, verification of technical and performance requirements.
2. Budget analysis.
3. Utility and survey data.
4. List of known current deficiencies in building systems.
5. Historic photographs, drawings, warranties, and other information available on existing building and roofing systems.
6. Termite and destructive pest investigations report and hazardous materials investigation report. It is agreed that the provisions of Paragraph 10.6 of this Agreement shall apply to asbestos, lead paint, radon and biological growth in addition to other hazardous materials.
7. Services related to zoning studies, zoning changes, use-on-review approvals, and zoning variances.
8. Other special studies if required by Authorities Having Jurisdiction.

§ 12.7 OTHER CONDITIONS This Agreement is based on the following other conditions.

§ 12.7.1 Design services shall be performed only to the extent such work is required to meet the Owner's specific project goals listed in Section 1.1. Interpretation of codes pertaining to existing buildings by Authorities Having Jurisdiction can affect scope and complexity. Accordingly, Architect does not guarantee feasibility of project.

§ 12.7.2 NOT INCLUDED IN THIS AGREEMENT AS A BASIC SERVICE

- .1 Services related to historic overlay zoning or Historic Preservation Certification Application.
- .2 Historic color analysis and historic finish conservation services.
- .3 Studies of or design of furniture layouts and furnishings.
- .4 Studies of or design of office, museum, and security equipment.
- .5 Coordination of special project requirements (if any) by public funding sources.
- .6 Other special studies if required by Authorities Having Jurisdiction.
- .7 Other services noted as Additional Services.

§ 12.7.3 PRESERVATION STANDARDS

- .1 This project is intended to be executed in conformance with the recommendations in The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, latest edition. No other preservation standards shall apply to this project. It is not the intent of the Owner to submit the project for review by the State Historic Preservation Officer (SHPO) or to make a Historic Preservation Certification Application to the National Park Service (NPS). Local historic zoning review may be required.
- .2 Architect cannot and does not guaranty approval of proposed or completed work by the local historic zoning board, SHPO, or NPS. Services required to revise design drawings and resubmit due to such lack of approval shall be considered Additional Services. Other than the immediately foregoing limitations, the Architect agrees to provide professional services in accordance with the standard of care and to comply with applicable federal, state, and local laws, ordinances and regulations affecting the provision of the services hereunder and to comply with instructions and orders issued by the Town regarding the work.

§ 12.7.4 Design team shall not provide an in-depth analysis of existing building systems (structural, mechanical, electrical, civil) as a Basic Service, except to the extent described in Exhibit A of this Agreement. Owner shall provide to the design team a list of known current deficiencies in those systems. Design team shall not provide testing services such as load tests, destructive testing or other tests of building systems. No X-ray photography (radiography), infrared photography or other specialized investigative techniques or procedures are included in this Agreement. Detection and/or analysis of concealed conditions such as hidden components or concealed damage is not in the scope of work by the design team. Since it is inevitable that many building systems and components are hidden by finish materials or are inaccessible, there is no warranty that any concealed or inaccessible deficiencies or damage will be detected or accounted for by the design team. An analysis of the building for seismic considerations is beyond the Scope of this Agreement. The design team shall provide limited assessment of

existing systems as noted herein as a Basic Service only to the extent such systems are anticipated to be affected by the current work designed to meet project goals. The design team shall be entitled to assume that the original structural system was adequately designed for the original uses. The design team is not responsible for existing building conditions.

§ 12.7.5 Basic Services shall include preparation of a single Construction Document package.

§ 12.7.6 Services are to be performed for the current project only. No future work shall be planned as part of the proposed services, and no future work shall be considered in determining design solutions for the current project. If planning for future work is added to the scope of design services such planning (and revisions to designs required due to such planned future work) shall be considered Additional Services.

§ 12.7.7 Basic Services include up to four (4) meetings by Architect with Owner. Basic Services include sixteen (16) hours of site visits and meetings during construction by Architect.

§ 12.7.8 CONFLICT OF INTEREST

The Architect declares that neither the Mayor, nor any Aldermen, nor any other Town official or employee holds a direct or indirect interest in this Agreement. The Architect agrees that it will notify the Town in writing should any Town official become either directly or indirectly interested in the Agreement. The Architect declares that as of the date of this declaration that it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the Town, or to pay anyone else for the benefit of any official or employee of the Town any sum of money or other thing of value for aid or assistance in obtaining this Agreement. The Architect further agrees that neither it nor any of its owners, officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the Town or anyone else for the benefit thereof any sum of money or other thing of value for aid or assistance in obtaining any change order to this Agreement.

§ 12.7.9 CLAIMS, LIABILITY AND INDEMNITY

The Architect shall be liable for any damages to persons or property resulting from the negligent acts, errors, or omissions of the Architect, its subconsultants, and/or employees in connection with the prosecution and completion of professional services covered by this Agreement. The Architect agrees that it will indemnify and hold the Town and its employees harmless from claims, losses, damages and for any expenses and costs including attorney's fees and court costs which are incurred by the Town to the extent caused by the negligent acts, errors and omissions of the Architect, its subconsultants and/or employees in the performance of professional services related to this Agreement. The indemnities set forth herein shall survive the expiration or termination of the Agreement.

§ 12.7.10 EQUAL EMPLOYMENT OPPORTUNITY

§ 12.7.10.1 Non-discrimination. In carrying out the Agreement Items under this Agreement, the Architect shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. The Architect shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin or sex. Such action shall include, but not limited to the following: employing; upgrading; demoting; transferring; recruiting or paying recruitment compensation; and selecting for training, including apprenticeship.

§ 12.7.10.2 Posting and Advertising. The Architect agrees to post in conspicuous spaces available to employees and applicants for employment a notice setting forth the provisions of the non-discrimination clause. The Architect shall, in all solicitations or advertisements for employees placed by or on behalf of, the Architect, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin or sex. The Architect shall incorporate the foregoing requirements in all subcontracts, if any, for services or products covered by this Agreement.

§ 12.7.11 GOVERNING LAW

This Agreement is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles or conflicts of law) of such state and of the United States of America shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereto. Any litigation brought with respect to this Agreement shall be brought in a court of competent jurisdiction in Knox County, Tennessee and the Architect hereby consents to the jurisdiction of such courts.

12.7.12 Services do not include the procurement of scaffolding, ladders, or other equipment which may need to be provided by Owner for the design team to review the structure. Design team will not review any areas which they feel will put their personnel in an at-risk position.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement incorporates the following documents listed below:

(List other documents, if any, including additional scopes of service and AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, forming part of the Agreement.)

Exhibits A and B, and Exhibit C, Certificates of Insurance.

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

Ralph McGill, Mayor

(Printed name and title)

ARCHITECT

(Signature)

Lee J. Ingram AIA, LEED AP BD+C, Secretary

(Printed name and title)



CAMPBELL STATION INN STABILIZATION PHASE STUDY

GENERAL SCOPE NARRATIVE

See drawings for additional information.
Deliverables not for construction.

Demolition scope

- Bracing and tying (temporary and permanent) as required prior to demo of wings, services, etc.
- Rear porch/steps to remain for now, including roof
- Front porch to remain for now, with temporary wood ramp/landing/rail
- All other wings to be removed, with their connecting doors boarded up
- Remove all plumbing
- Remove electrical service & de-energize all old wiring
- Remove loose interior plaster and deteriorated finishes

Estimating for other work

- Limited exterior repointing (protect penciling), interior masonry repairs/parge at lower level – restoration mortar and matching, solid brick
- Restore windows and exterior doors, add fixed storm windows
- Replace four chimneys, capped. Fireplaces and flues will not be workable
- Board up from exterior the doors that went to demolished wings
- Add R-38 loose fill fiberglass insulation at attic floor
- Sample period restoration of southwest room on Level 1.
- Add HVAC systems designed for office usage, to be augmented later if necessary for museum usage
- Sprinkler system (alternate) to include stubs for future porch reconstructions.
- Add new u.g. electrical service and minimal electrical - Lighting, alarms, a few plugs, exit signs

See Site Stabilization Plan for extent of sitework in this phase. Demolition and removal of "milk barn" behind Inn is part of this scope.

See additional narratives for more specific structural, HVAC, and electrical stabilization scope.

Dan Brewer, AIA, LEED AP
Lee Ingram AIA, LEED AP
Anthony Fuller, AIA, LEED AP



Cherokee Mills
111 N. Concord Street
Knoxville, TN 37919
t 865-525-2707
f 865-637-1532
brewer Ingram Fuller.com

BENDER & ASSOCIATES
CONSULTING ENGINEERS

PROJECT MEMO

TO: Lee Ingram
Brewer, Ingram, Fuller

FROM: Rob Houser, PE, SE
Bender & Associates

DATE: August 31, 2016

SUBJECT: Campbell Station Inn
Farragut, TN
Stabilization Phase Study-Structural

We have done preliminary studies of the structure, and there are several structural concerns that should be addressed in order to preserve/restore/rehab the building for public use. The intent of this narrative is to provide information for a contractor to provide preliminary pricing for stabilization of the structure.

Foundation/Main Level Floor

Interior face of exterior basement walls are to be tuck-pointed with appropriate mortar at areas of mortar deterioration. Loose or cracked brick should be re-laid where necessary at deteriorated areas and walls should be coated with appropriate parging mortar around the perimeter for the full height of the basement wall.

Interior basement brick bearing walls are to be reconstructed to match the style of the existing walls with matching solid brick. Floor framing should be shored, and some jacking of the floor will be necessary to ease the slopes in the floors above. Appropriate headers (steel beams) will be needed over openings in interior walls to support main girders. Additional (sistered) joists will be required to strengthen existing joists where deteriorated or if additional strength is needed. Existing girders are to be reinforced, with steel channels, and additional posts and foundations will be required to shorten girder spans. Girder will bear on the two walls in the center of the basement. Adjacent existing walls and at midspan, a 6 x 6 wood column will support the girder and rest on 30" x 30" concrete footings.

Around the perimeter walls of the basement there will be a continuous wood ledger bolted to the existing brick wall. At the joist bearing walls, the joists will be connected to the ledger with sheet metal "Simpson Strong Tie" clips. At walls parallel to the joists, blocking at 24" o.c. (between the rim joist and first interior joist) will be added. The blocking will be clipped to the ledgers.

The floor framing should be reviewed for pest damage, and based on that review, some repairs could be necessary. Pest damage usually manifests in the bearing plate and the ends of joists; however, it is also possible that damage could occur in wall studs and upward if conditions allow. Until finishes are removed (if at all) a complete pest inspection will not be possible; therefore, provide allowances for miscellaneous repair of concealed framing damage.

BENDER & ASSOCIATES

CONSULTING ENGINEERS

Upper Floor

In similar projects we have found conditions such as unsecured joist-to-wall connections, deterioration of joist ends, etc. It is likely that similar conditions exist here, and some structural repairs might be necessary in future phases at concealed areas of the upper floor. In this phase, tie rods, (2) in each wing on front and back of the house, equally spaced, will be installed. Strips of plaster will need to be removed to facilitate the installation of $\frac{3}{4}$ " round steel rods (penetrating (4) joists) with $\frac{1}{2}$ " thick anchor plates. Turnbuckles will be needed to tighten the rods, and blocking will be added 24' o.c. between the joists engaged by the tie rods. The stair from main to upper level will need to be reviewed after finishes are removed since it has a significant sag. The sag in the stair could have been worsened by the general downward movement of the interior floors, and repair/jacking of the main level framing may help mitigate the appearance of the stair sag. For this phase, the stairs should be temporarily shored with posts to the floor and back shoring to the basement until a future phase of construction. Shoring posts may bear on precast footings.

Attic/Roof

I recommend that the roof rafters be braced by knee walls and ridge props. Attic ceiling joists will need to be sistered at intervals (24" o.c.) to support the roof reinforcing. The roof plank sheathing may remain, but I recommend that sheathing of plywood should be added on top of the planks to provide a better roof diaphragm. The gable end walls should be braced to the ceiling joists/roof rafters, and the rafters should be positively anchored to the exterior walls. Rafters/wall top plates should be anchored to walls with "Simpson" hurricane ties or similar straps. If water damage or other deterioration is discovered, the areas should be addressed and repaired or replaced as necessary. Provide allowances for replacement of water damaged framing at this area.

I understand that repair to storm damage from this past spring is pending or underway; those repairs should be implemented in addition to those listed here.

Exterior Walls

There are some cracks in the exterior walls that should be pointed and repaired, and some areas of brick may need removal and replacement above lintels. Sagged or deteriorated lintels will be replaced. The wall should be shored, and new galvanized angles can be inserted. At the west side there is a long vertical crack at the corner, and the south wall appears to have some sweep to it near the same corner. This crack is likely due to brick expansion, but it may not be possible to straighten the sweep. The crack may be cosmetically repointed, but it is likely to reappear since this corner is exposed to weather and hot afternoon sun.

Some of the additions (which are to be removed) have experienced settlement. Once the additions are removed, the remaining exterior of the house should be reviewed for evidence of settlement and other cracks/deterioration. If any is found, soil improvement, foundation piers, repointing, or other repairs may be necessary. Allowances for repair of brick at areas where additions were tied into the main house should be included as well as a modest allowance for foundation repair/soil improvement.

Please note that this narrative is intended to assist the contractor in providing a preliminary price for structural stabilization of the structure. Since the 'stabilization' phase includes the addition of mechanical equipment and ductwork, our intent is that this phase provides for substantial completion of much of the required structural work anticipated by our current knowledge of the construction.



CAMPBELL STATION INN
STABILIZATION PHASE – MECHANICAL SYSTEMS

8-30-16

FIRE PROTECTION

Install a dry pipe fire sprinkler system to protect all rooms in the Lower level, Main level, Upstairs and Attic. The system shall be installed complete and in accordance with NFPA 13.

HVAC

Install a split heat pump system for each of the three levels. The outdoor unit for each of the three systems will be located on grade outside.

The cooling capacity of the unit serving the Upstairs will be nominal 5 tons. The indoor unit will be located in the attic. Install sheet metal ductwork and ceiling diffusers to serve all upstairs rooms. The unit shall be furnished and installed with a Lennox Model HCWH-135 de-humidifier.

The cooling capacity of the unit serving the Main level will be nominal 5 tons. The indoor unit will be located in the Lower level. Install sheet metal ductwork and floor grilles to serve all main level rooms. The unit shall be furnished and installed with a Lennox Model HCWH-135 de-humidifier. Furnish and install the unit with a condensate pump and piping extended through the exterior wall.

The cooling capacity of the unit serving the Lower level will be nominal 2 tons. The indoor unit will be located in the Lower level. Install sheet metal ductwork and sidewall grilles to serve all lower level rooms. The unit shall be furnished and installed with a Lennox Model HCWH-090 de-humidifier. Furnish and install the unit with a condensate pump and piping extended through the exterior wall.

CAMPBELL STATION INN
STABILIZATION PHASE
ELECTRICAL SYSTEMS NARRATIVE
August 31, 2016

1. **EXISTING ELECTRICAL SYSTEMS:** All existing electrical systems in building are to be disconnected and abandoned. All distribution equipment shall be removed. All surface-mounted wiring is to be removed including boxes, conduit, flexible wiring, etc. All conductors from building in raceway shall be removed.

All wiring concealed in structure will be abandoned in place.

2. **POWER SERVICE:** New underground power service will be provided to facility. Power service will have capacity of 400-amperes at 120/240-volts, single-phase, 3-wire. Underground line will be extended to existing LCUB pole-mounted transformer. New self-contained meter base will be installed on building structure and new 400-amp panel installed.
3. **HVAC EQUIPMENT WIRING:** Power wiring will be provided for two new 5-ton heat pump systems and two 2-ton heat pump system. One air handler with electric heat will be installed in the attic. One unit for the 5-ton system will be installed on lower level, along with one for the 2-ton system.

The two 5-ton units will require 60-amp, 240-volt circuits outdoors, with 2-ton requiring 30-amp, 2-pole circuit. Indoor units for the 5-ton units will require 80-amp circuits each, and 40-amp circuits for the 2-ton system.

4. **MISCELLANEOUS POWER WIRING:** Power wiring will be required for air compressor for dry sprinkler system, plus miscellaneous new 120-volt receptacles located throughout facility. Approximately a dozen receptacles will be provided per level.

In addition to the receptacle circuits, wiring will be provided for lighting fixtures in each room with switching.

Wiring will consist of EMT with "THHN" insulated copper conductors.

5. **FIRE ALARM SYSTEM:** A small fire alarm system will be installed to monitor the sprinkler system. Fire alarm panel will be similar to Firelite MS10UD, 10 zones with built-in communicator. Weatherproof strobe will be installed at sprinkler entry.
6. **LIGHTING:** Provide lighting fixture in each room of the facility. Fixtures will be lensed LED, nominal 4' length, surface mounted.

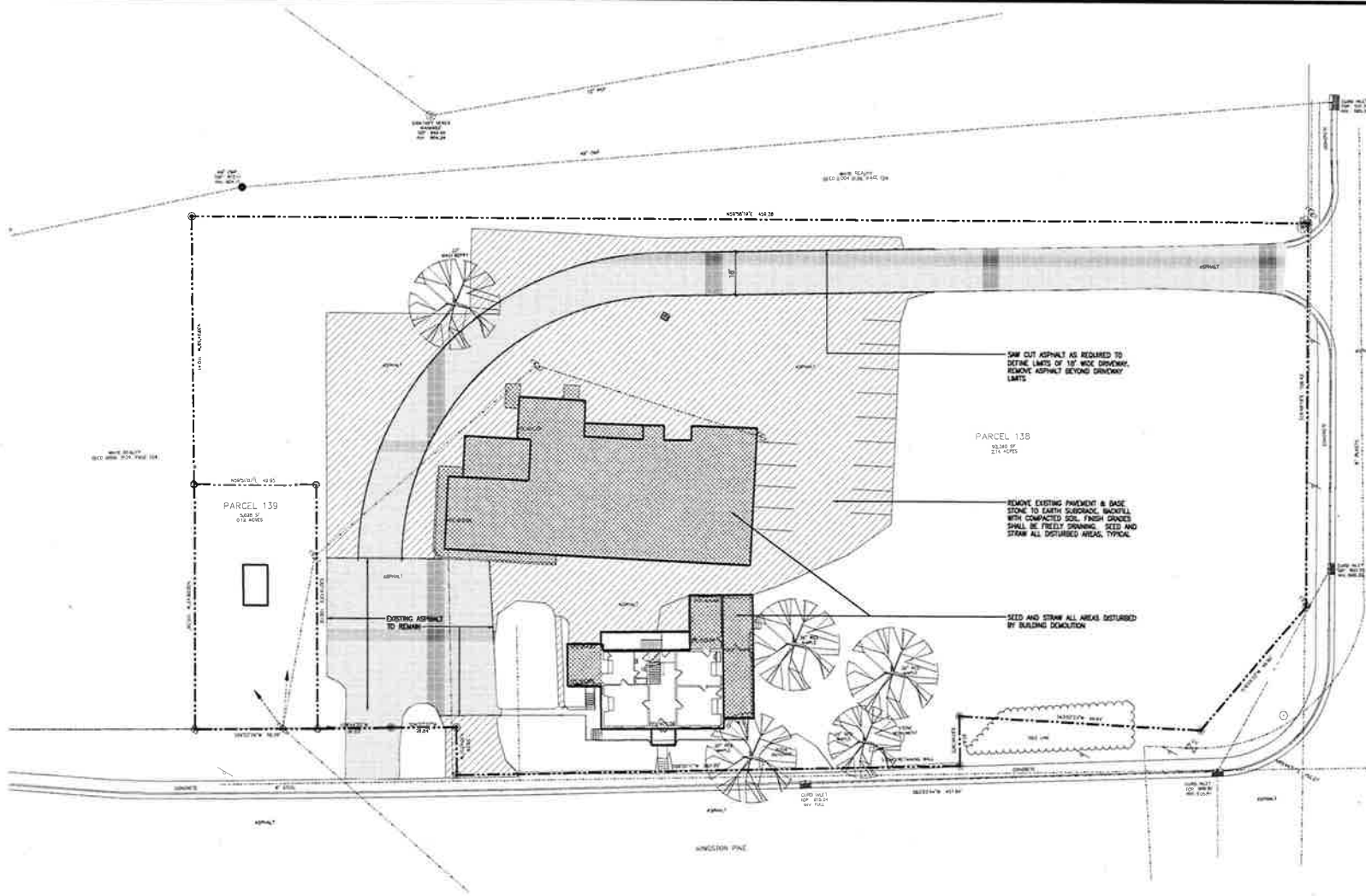
VREELAND ENGINEERS, INC.

BREWER
INGRAM
FULLER
Architects Inc.

CAMPBELL
STATION
INN

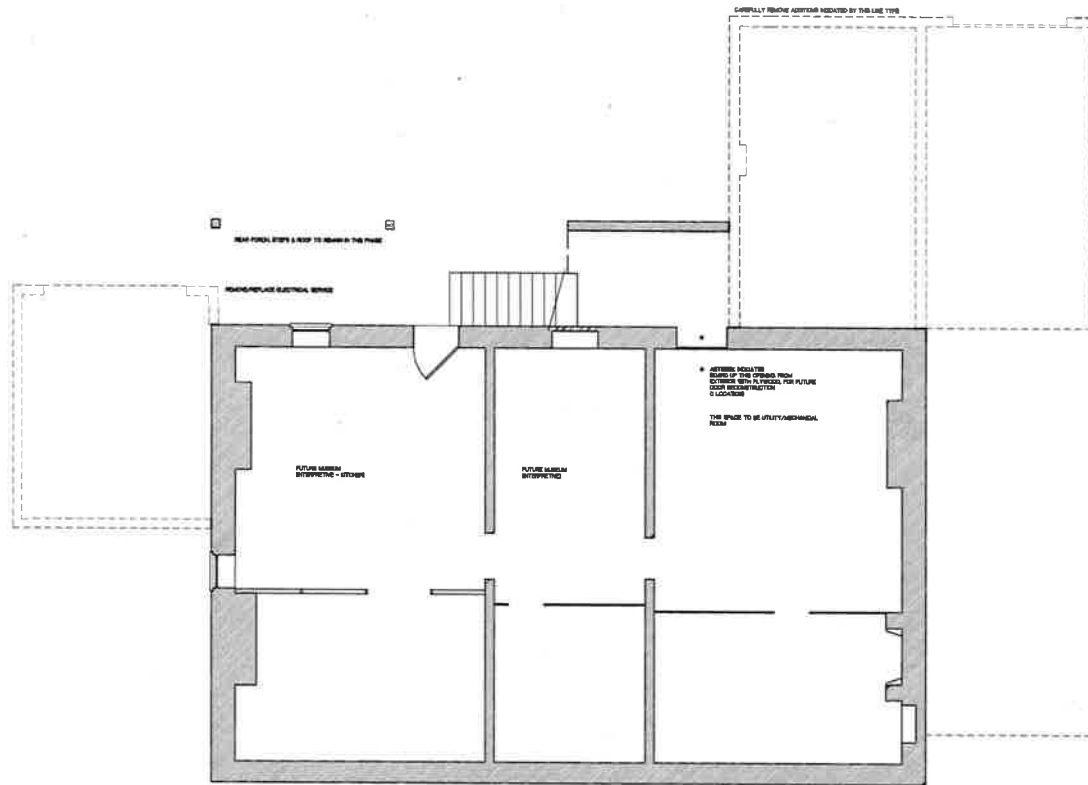
AVERY
RUSSELL
HOUSE

Master Plan Study for
Adaptive Reuse



SITE STABILIZATION
PLAN

SITE STABILIZATION PLAN
1" = 20'
ROSS/FOWLER
LANDSCAPE ARCHITECTURE



DEMOLITION SCOPE
 1 2.01
 1/4" = 1'-0" LOWER LEVEL
 PLAN NORTH

BREWER
 INGRAM
 FULLER
 Architects Inc.

CAMPBELL
 STATION
 INN
 AVERY
 RUSSELL
 HOUSE

Master Plan Study for
 Adaptive Reuse

DEMOLITION SCOPE
 LOWER LEVEL

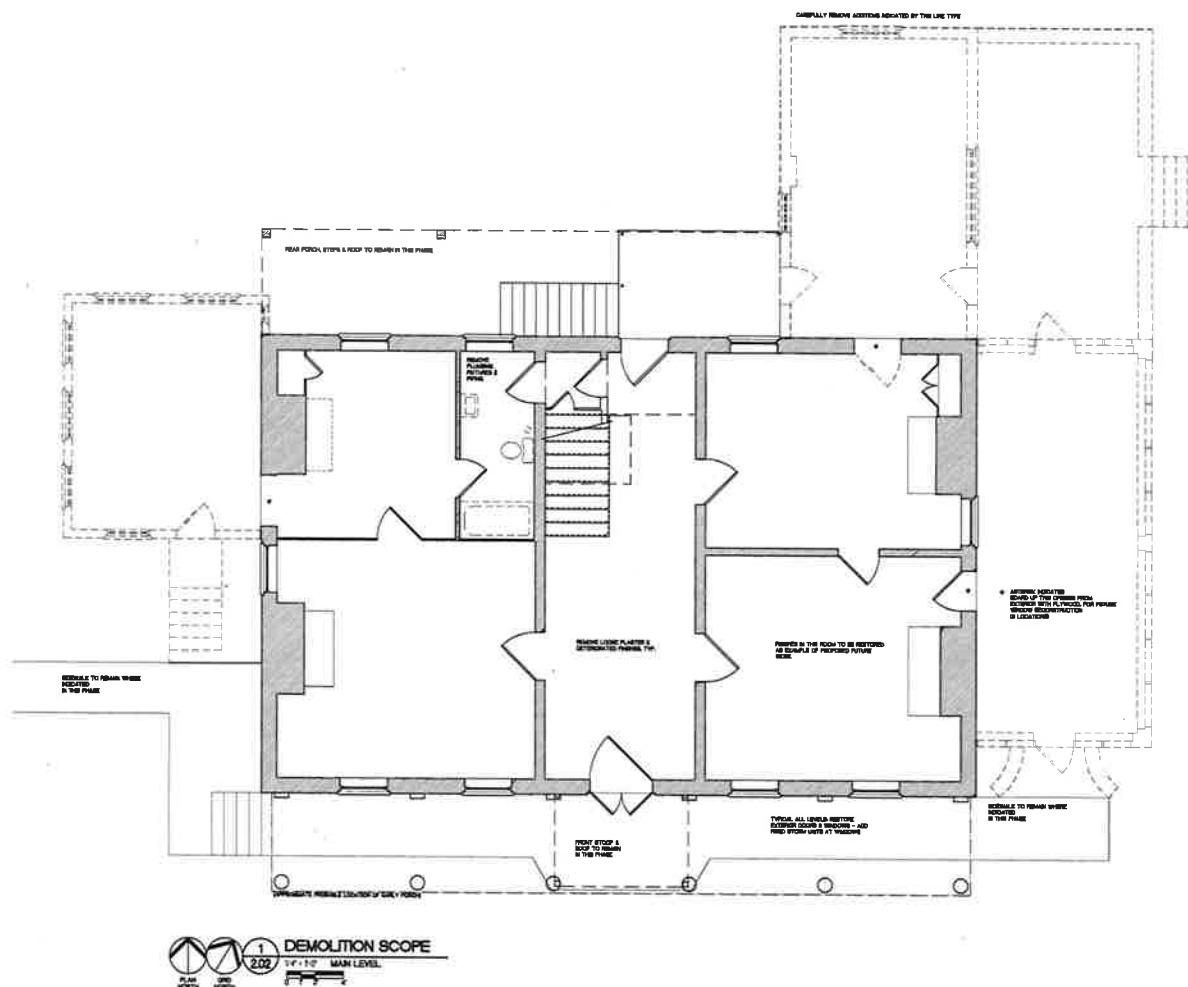
PRELIMINARY
 - NOT FOR
 CONSTRUCTION

8/24/2008
 FOR REVIEW ONLY
 1002 PROJECT NUMBER

2.01

AVERY
RUSSELL
HOUSE

Master Plan Study for Adaptive Reuse



**DEMOLITION SCOPE
MAIN LEVEL**

**PRELIMINARY
- NOT FOR
CONSTRUCTION**

Master Plan Study for Adaptive Reuse



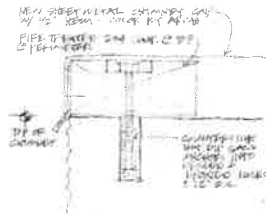
**PRELIMINARY
- NOT FOR
CONSTRUCTION**

BREWER
INGRAM
FULLER
Architects Inc.

CAMPBELL
STATION
INN

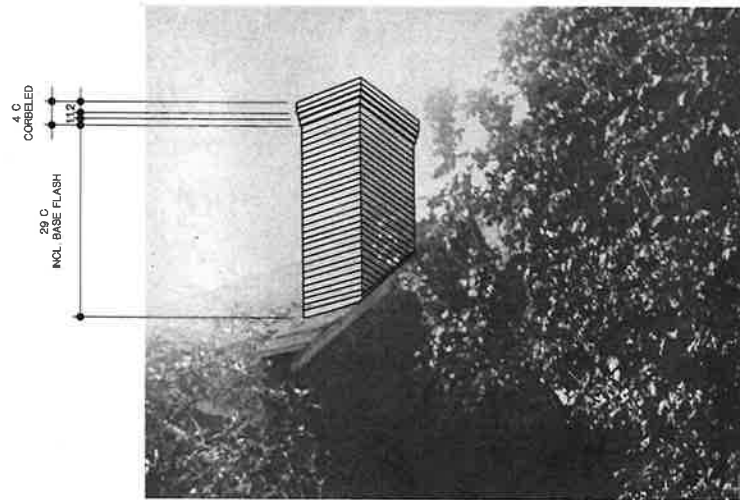
AVERY
RUSSELL
HOUSE

Master Plan Study for
Adaptive Reuse



ASSUME 22 GA.
KYNAR FINISH GALV.
CHIMNEY CAP OVER
EACH CHIMNEY

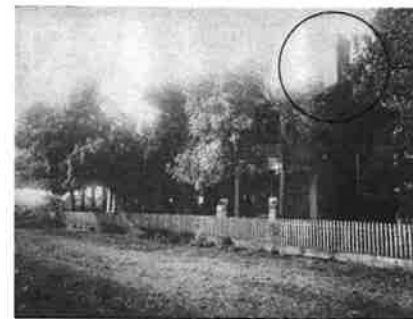
2 CHIMNEY CAP
3.01 NO SCALE



ASSUME CHIMNEY
RECONSTRUCTION
COURSING BASED
ON THIS DIAGRAM,
TYPICAL FOR 4
CHIMNEYS

MATCH EXISTING
BRICK & COURSING -
RE-USE OWNERS
SALVAGED BRICK
FOR FACE VENEER
TO EXTENT
POSSIBLE

1 CHIMNEY COURSING
3.01 NO SCALE



SEE 1/3.01 FOR
BLOWUP OF THIS
CHIMNEY

HISTORIC PHOTO
c. 1998

CHIMNEY SCOPE

PRELIMINARY
- NOT FOR
CONSTRUCTION

**EXHIBIT "B" TO OWNER-ARCHITECT AGREEMENT FOR CAMPBELL STATION INN
STABILIZATION PHASE PROJECT
SCHEDULE OF HOURLY RATES**

HOURLY RATES FOR BREWER INGRAM FULLER ARCHITECTS INC. AS OF JANUARY 1, 2017

Principal Time.....	\$138.00 per hour
Architect Time - Staff Registered Architects	\$100.00 per hour
Designer 2 Time - Interns with 10 years or more experience.....	\$89.00 per hour
Designer 1 Time - Interns with 3 to 10 years experience.....	\$82.00 per hour
Intern Time - Interns with less than 3 years experience.....	\$74.00 per hour
Clerical Personnel Time	\$49.00 per hour

HOURLY RATES FOR CONSULTANTS AS OF JANUARY 1, 2017

Rates below are as billed to Architect.

BENDER & ASSOCIATES

Principal.....	\$130.00 per hour
Senior Engineer.....	\$110.00 per hour
Project Coordinator	\$100.00 per hour
Project Engineer.....	\$80.00 per hour
Senior Draftsman	\$50.00 per hour
Draftsperson.....	\$35.00 per hour
Clerical	\$30.00 per hour

BEDINGER CONSULTING ENGINEERS

Engineer.....	\$130.00 per hour
Designer.....	\$90.00 per hour
CAD Operator.....	\$80.00 per hour
Clerical	\$55.00 per hour

VREELAND ENGINEERS, INC.

Principal.....	\$150.00 per hour
Engineer.....	\$125.00 per hour
Designer.....	\$90.00 per hour
Field Inspector	\$75.00 per hour
CAD Operator.....	\$75.00 per hour

MCGILL ASSOCIATES PC

(Attached)

ROSS/FOWLER

Principal.....	\$175.00 per hour
Associate.....	\$150.00 per hour
Project Manager.....	\$120.00 per hour
Landscape Architect IV.....	\$100.00 per hour
Landscape Architect III.....	\$80.00 per hour
Landscape Architect II.....	\$65.00 per hour
Landscape Architect I.....	\$50.00 per hour
Technical III.....	\$70.00 per hour
Technical II.....	\$60.00 per hour
Technical I.....	\$45.00 per hour
Administrative III.....	\$65.00 per hour
Administrative II.....	\$50.00 per hour
Administrative I.....	\$45.00 per hour

MARK HALCOMB.....\$85.00 per hour

Above rates are subject to adjustment annually on January 1.

Init.



BASIC FEE SCHEDULE

December, 2015

PROFESSIONAL FEES

Hourly Rate

Firm Principal	\$185.00
Program Services Manager I	\$145.00
Program Services Manager II	\$160.00
Senior Project Manager I	\$160.00
Senior Project Manager II	\$170.00
Project Manager I	\$140.00
Project Manager II	\$150.00
Project Engineer I	\$105.00
Project Engineer II	\$115.00
Project Engineer III	\$125.00
Engineering Associate I	\$ 85.00
Engineering Associate II	\$ 90.00
Engineering Technician I	\$ 80.00
Engineering Technician II	\$ 90.00
Engineering Technician III	\$100.00
Environmental Specialist I	\$ 80.00
Environmental Specialist II	\$ 90.00
Electrical Engineer I	\$105.00
Electrical Engineer II	\$115.00
Electrical Engineer III	\$125.00
Electrical Engineering Associate I	\$ 85.00
Electrical Engineering Associate II	\$ 90.00
Electrical Engineering Technician I	\$ 80.00
Electrical Engineering Technician II	\$ 90.00
Electrical Engineering Technician III	\$100.00
CADD Operator I	\$ 75.00
CADD Operator II	\$ 80.00
CADD Operator III	\$ 85.00
Construction Services Manager I	\$120.00
Construction Services Manager II	\$130.00
Construction Administrator I	\$ 90.00
Construction Administrator II	\$100.00
Construction Administrator III	\$110.00

Construction Field Representative I	\$ 75.00
Construction Field Representative II	\$ 80.00
Construction Field Representative III	\$ 85.00
Planner I	\$ 95.00
Planner II	\$105.00
Planner III	\$125.00
Planner IV	\$135.00
Surveyor I	\$ 80.00
Surveyor II	\$ 90.00
Surveying Associate I	\$ 70.00
Surveying Associate II	\$ 75.00
Survey Field Technician I	\$ 55.00
Survey Field Technician II	\$ 60.00
Survey Field Technician III	\$ 65.00
Administrative Assistant (I-III)	\$ 70.00
Accounting Assistant (I-II)	\$ 80.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/17/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Crow Friedman Group
A Risk Strategies Company
104 Woodmont Blvd.
Nashville, TN 37205

CONTACT NAME: Dena Long
PHONE (A/C, No, Ext): 615-383-0072 **FAX (A/C, No):** 615-297-4020
E-MAIL: dlong@crowfriedman.com
ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: XL Specialty Insurance Company	37885
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

www.risk-strategies.com

INSURED Brewer Ingram Fuller Architects, Inc.
Cherokee Mills
111 N. Concord Street
Knoxville TN 37919

COVERAGES**CERTIFICATE NUMBER:** 34285567**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			DPS9806270	7/5/2016	7/5/2017	Each Claim \$1,000,000 Annual Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Phase 2 - Stabilization 11401 Kingston Pike Farragut, TN 37934

CERTIFICATE HOLDER**CANCELLATION**

Town of Farragut
11408 Municipal Center Drive
Farragut TN 37934

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Christian

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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/20/2017

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mowery Insurance 9050 Executive Park Dr. Suite C100 Knoxville TN 37923	CONTACT NAME: Katie Morton PHONE (A/C, No, Ext): (865) 584-1115 FAX (A/C, No): (865) 584-2345 E-MAIL: kmorton@moweryinsurance.com ADDRESS:
INSURED Brewer, Ingram, Fuller 111 N. Concord St. Knoxville TN 37919	INSURER(S) AFFORDING COVERAGE INSURER A: Westfield Companies INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL1662812989

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY		BOP3302111	7/23/2016	7/23/2017	EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☐ OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
		MED EXP (Any one person) \$ 5,000				
		PERSONAL & ADV INJURY \$ 2,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 4,000,000
	☒ POLICY ☐ PROJECT ☐ LOC					PRODUCTS - COMP/OP AGG \$ 4,000,000
	OTHER:					Hired/borrowed \$ 2,000,000
A	AUTOMOBILE LIABILITY		BOP3302111	7/23/2016	7/23/2017	COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO	☐ SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ☒					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A			PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Phase 2 - Stabilization

11401 Kingston Pike

Farragut, TN 37934

CERTIFICATE HOLDER

Town of Farragut
11408 Municipal Center Drive
Farragut, TN 37934

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David Bowles/ELIHAR



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
2/17/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ARNING INSURANCE AGENCY 618 S Gay St Knoxville, TN 37902	CONTACT NAME:	
	PHONE (A/C, No, Ext): (865) 637-1403	FAX (A/C, No): (865) 637-1455
INSURED Brewer, Ingram, Fuller Architects, Inc. 111 N Concord St Knoxville, TN 37919 (865) 525-2707	E-MAIL ADDRESS: arninginsurance@birch.net	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: STAR INSURANCE COMPANY	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED ☐ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC0482702	7/19/2016	7/19/2017	WC STATUTORY LIMITS ☐ OTHER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐	N/A				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project: Phase 2 - Stabilization

11401 Kingston Pike

Farragut, TN 37934

CERTIFICATE HOLDER

CANCELLATION

Town of Farragut
11408 Municipal Center Drive
Farragut, TN 37934

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Ordinance 16-28, an ordinance to provide for a color palette and specific parameters for colors as they relate to buildings and the implementation of the Architectural Design Standards (ADS)

INTRODUCTION AND BACKGROUND: This item was discussed with the Planning Commission at their November, December, and January meetings as part of an effort to address certain aspects of the ADS that have presented some challenges in terms of implementation.

DISCUSSION: From the staffs' perspective, the ADS has been very successful and has helped provide for more attractive developments in terms of both the building and the site. However, since the adoption of the ADS, the Commission has reviewed projects where the accent colors were not muted nor earth tone (as encouraged in the ADS) and staff has questioned some of the yellows, blues and reds that were used. Given these issues, the staff felt that the Planning Commission may consider adopting a color palette of earth tone colors to be used as accent colors. In this manner, both the Commission and an applicant would know what colors would be allowed and there would be more predictability in the approval process.

Based on feedback received at the November and December Planning Commission meetings, the staff developed a color palette with related CMYK and Hex color codes to be added to the ADS as Appendix B and presented those as part of Ordinance 16-28 at the January Planning Commission meeting. An important goal of the proposed color palette was to provide for a number of options with corresponding numbers in each major color group so that the Commission and the applicant would have plenty of choices and the colors could be reproduced. As part of the Commission's unanimous recommendation of approval of Ordinance 16-28, the Commission asked that some additional language be incorporated into Design Guideline 2.20 so that further clarification would be provided in relation to building trim and accent colors. Consequently, along with the color palette proposed as Appendix B in the ADS, Design Guideline 2.20., would include the following additional provision:

- e. Color bands used as building trims and accent colors may feature any color reflected in Appendix B of the Architectural Design Standards, provided that they are limited to 10% of the effected façade segment and have a height of no more than 18 inches.*

This language is similar to that used in other communities in relation to color bands on buildings. This provision would help lessen subjectivity and provide both the Commission and an applicant with very clear parameters related to color bands.

RECOMMENDATION: At their meeting on January 19, 2017, the Planning Commission unanimously recommended approval of Ordinance 16-28. At the meeting on March 9, 2017, the Board of Mayor and Aldermen approved Ordinance 16-28 on first reading with the stipulation that the staff would verify, in relation to the additional language proposed in Design Guideline 2.20 whether the word "effected" or "affected" should be used for correct grammar. After looking into this, the staff would recommend that provision "e" of Design Guideline 2.20 be worded as follows:

e. *Color bands used as building trims and accent colors may feature any color reflected in Appendix B of the Architectural Design Standards, provided that they are limited to 10% of the façade segment on which they are proposed and have a height of no more than 18 inches.*

This would provide for more clear language and nullify the use of the word “effected.” With this modification to Ordinance 16-28, the staff recommends approval on second reading.

PROPOSED MOTION: To approve Ordinance 16-28, as amended, on second 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: 16-28
PREPARED BY: Shipley
REQUESTED BY: Town Staff
CERTIFIED BY FMPC: January 19, 2017
PUBLIC HEARING: _____
PUBLISHED IN: _____
DATE: _____
1ST READING: _____
2ND READING: _____
PUBLISHED IN: _____
DATE: _____

AN ORDINANCE TO AMEND THE FARRAGUT MUNICIPAL CODE, PURSUANT TO AUTHORITY GRANTED BY SECTION 6-54-133, TENNESSEE CODE ANNOTATED, BY AMENDING TITLE 14, CHAPTER 6., FARRAGUT ARCHITECTURAL DESIGN STANDARDS TO PROVIDE FOR APPENDIX A, BEING AN ADOPTED COLOR PALETTE

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend Title 14., Land Use Controls, Chapter 6., Architectural Design Standards, of the Farragut Municipal Code, Ordinance 15-03,

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, that the Farragut Architectural Design Standards are hereby amended as follows:

SECTION 1.

The Farragut Municipal Code, Title 14, Land Use Controls, Chapter 6., Farragut Architectural Design Standards, is amended by adding Appendix B as reflected in the attached document referenced as Exhibit A.

SECTION 2.

The Farragut Municipal Code, Title 14, Land Use Controls, Chapter 6., Farragut Architectural Design Standards, Chapter 2.0, Building Design Guidelines, Design Guideline 2.20, Use exterior material, paint and roof colors that are compatible with the surrounding context., is amended by adding the following:

e. Color bands used as building trims and accent colors may feature any color reflected in Appendix B of the Architectural Design Standards, provided that they are limited to 10% of the façade segment on which they are proposed and have a height of no more than 18 inches.

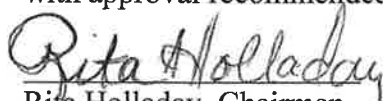
SECTION 3.

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 _____, 2017,
with approval recommended.


Rita Holladay, Chairman

Edwin K. Whiting, Secretary

FARRAGUT MUNICIPAL PLANNING COMMISSION

Any
WHITE-GRAY-BLACK
grayscale:

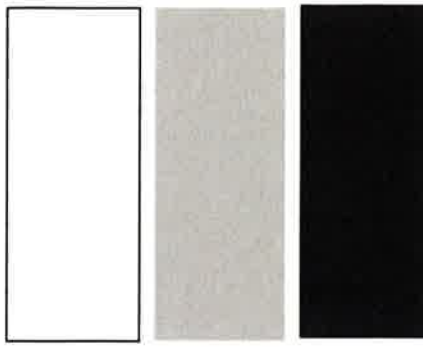


Exhibit A

Appendix B

Architectural
Design Standards

**Color Palette for
Building Trims and
Accent Colors**

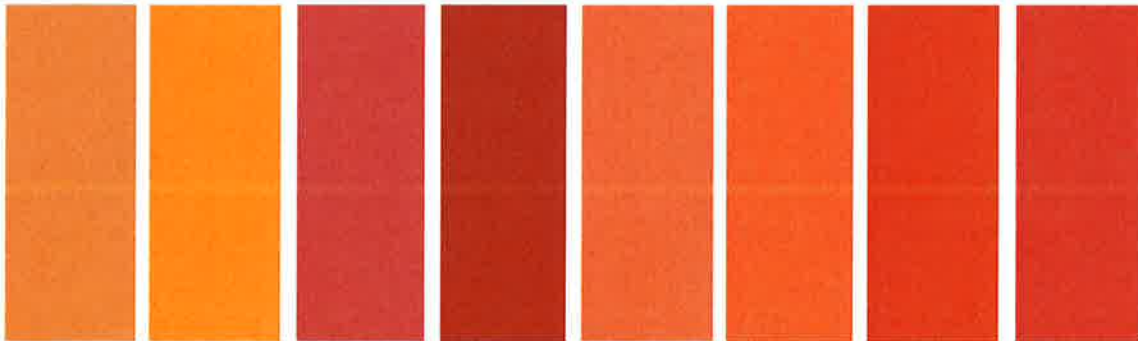
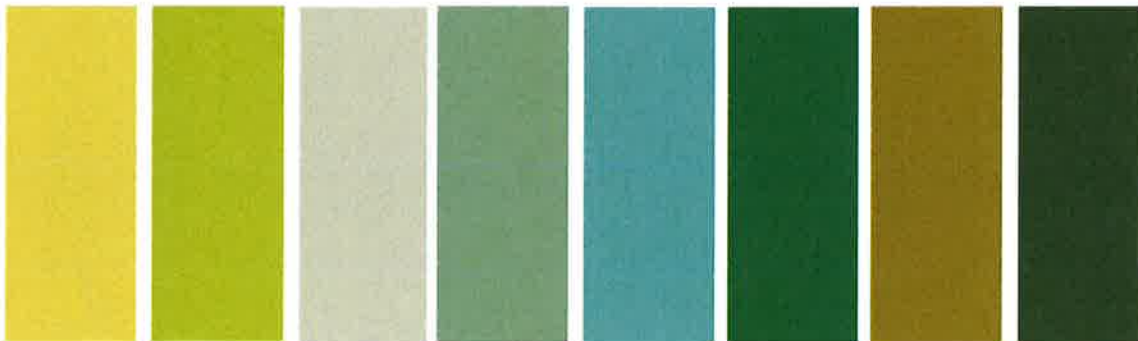
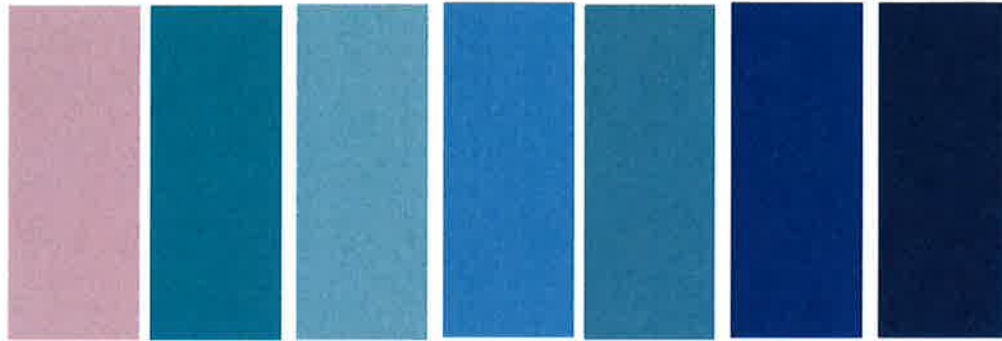


Exhibit A

Appendix B

Architectural
Design Standards
Color Palette for
Building Trims and
Accent Colors

Any
WHITE-GRAY-BLACK
grayscale:

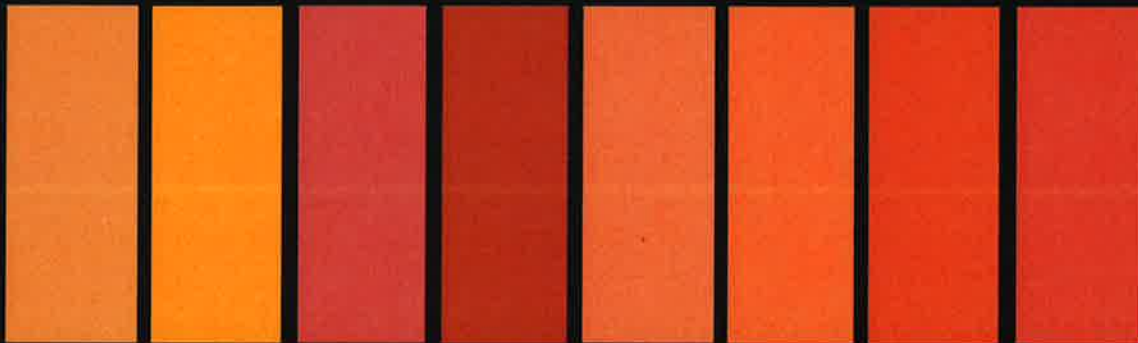
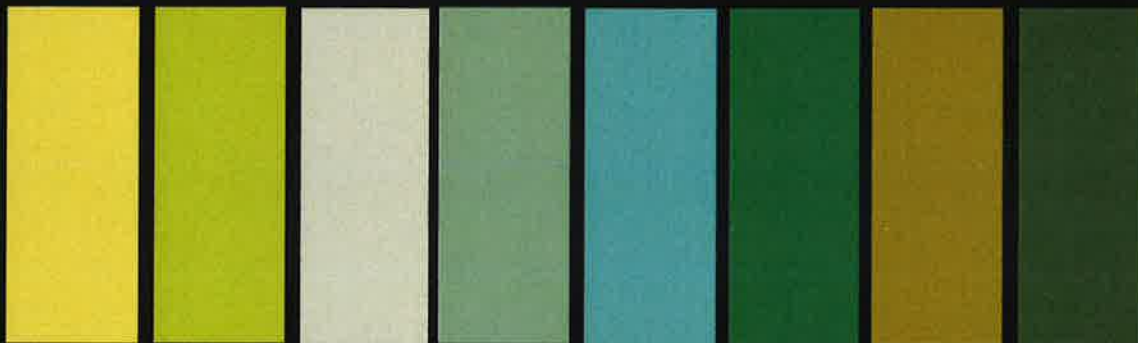
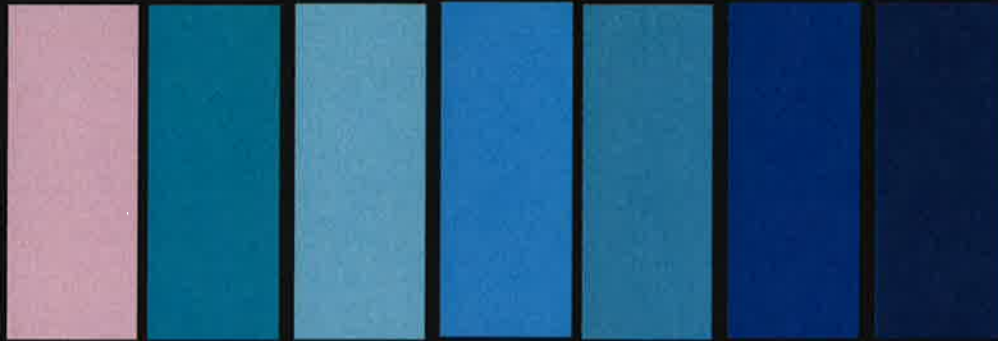
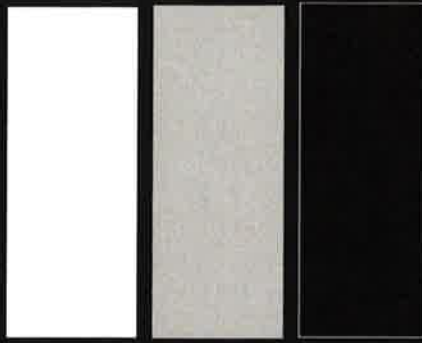


Exhibit A

Appendix B

Architectural

Design Standards

Color Palette for

Building Trims and

Accent Colors

Any
WHITE-GRAY-BLACK
grayscale:



0 15 0 26
#bda0bd

100 0 0 40
#009999

46 10 0 27
#65a8ba

66 28 0 20
#4593cc

56 12 0 42
#418294

98 81 3 35
#031fa1

100 90 10 64
#000953

2 0 57 15
#d4d95d

15 0 57 10
#c3e663

5 0 11 20
#c2ccb6

28 0 26 38
#729e75

59 11 25 13
#5bc5a6

100 0 73 46
#008aa5

0 0 100 50
#808000

59 0 69 68
#215219

C Y M K
HEX#

0 33 64 5
#f2a257

0 35 100 0
#ffa600

0 58 61 24
#c2514c

0 83 100 40
#991a00

0 45 67 4
#f58751

0 48 77 0
#ff853b

0 65 92 9
#e85113

0 68 77 16
#d64531

0 0 10 0
#ffffe6

0 13 39 8
#ebcc8f

0 38 57 35
#a66747

0 42 73 70
#4d2c15

0 59 53 44
#8f3b43

0 31 60 12
#e09b5a

0 17 74 0
#ffd442

32 63 91 20
#8b4b12

RESOLUTION PC-16-21

FARRAGUT MUNICIPAL PLANNING COMMISSION

A RESOLUTION TO APPROVE AN AMENDMENT TO TITLE 14, CHAPTER 6., BEING THE FARRAGUT ARCHITECTURAL DESIGN STANDARDS, OF THE FARRAGUT MUNICIPAL CODE, ORDINANCE 15-03, TO ADD APPENDIX A, BEING AN ADOPTED COLOR PALETTE

WHEREAS, the Tennessee Code Annotated, Section 6-54-133, provides that municipalities may create and adopt general guidelines for the exterior appearance of nonresidential property, multiple family residential property, and any entrance to a nonresidential development within the municipality; and

WHEREAS, the Farragut Municipal Planning Commission has been designated as the design review commission; and

WHEREAS, a public hearing was held on this request on January 19, 2017;

NOW, THEREFORE, BE IT RESOLVED that the Farragut Municipal Planning Commission hereby recommends approval to the Farragut Board of Mayor and Aldermen an ordinance, amending Title 14, Chapter 6., being the Farragut Architectural Design Standards, of the Farragut Municipal Code, by adding Ordinance 16-28.

ADOPTED this 19th day of January, 2017.


Rita Holladay, Chairman


Edwin K. Whiting, Secretary

AGENDA NUMBER V\ \ . B

MEETING DATE

March 23, 2017

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Ordinance 17-02, an ordinance to provide for new requirements associated with building materials as they relate to the implementation of the Architectural Design Standards (ADS)

INTRODUCTION AND BACKGROUND: This item was discussed at the January and February Planning Commission meetings in relation to a discussion involving the adoption of a color palette for accent treatments on buildings. The staff asked the Planning Commission if the existing percentage of masonry required on the net façade of buildings should be re-visited. The thought was that this could help address the percentage of a building that could have an accent color as well as promote a more traditional building style and form.

DISCUSSION: At these workshop sessions, the staff conveyed to the Commission that currently, for new construction on one-story buildings, masonry must be used as the primary material on at least 60% of the net façade area. For new construction that is taller than one-story, masonry must be used as the primary material on at least 75% of the net façade area of a ground floor façade. After discussing this in more detail at the February Planning Commission meeting, the Commission asked the staff to prepare an amendment to the ADS that would increase the percentage of masonry for all new construction from 60% to 75% of the net façade area.

The staff has included with this report some applicable pages from the ADS. These include the page which defines "Masonry" and "Net Façade Area," the page that includes Standard 2.17 (the standard which provides for the required amount of masonry on the net façade area), and the page which illustrates different building materials and which materials be considered "Primary" vs. "Accent."

RECOMMENDATION: Included in your packet is a copy of Ordinance 17-02 which would increase the percentage of masonry required on new buildings from 60% to 75% of the net façade area. This would apply to all buildings, including those that are more than one-story. This ordinance will be considered for a vote at the Planning Commission meeting on March 16. The staff will update the Board on the Planning Commission's recommendation. Since the Commission asked the staff to prepare Ordinance 16-28, the staff fully expects a favorable recommendation from the Planning Commission. The staff recommends approval of Ordinance 17-02. Increasing the masonry percentage would better promote a number of standards that are provided for in the ADS.

PROPOSED MOTION: To approve Ordinance 17-02 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	_____	_____	_____	_____	_____

Infill. New construction where there had been vacant land before, such as a new building between two older structures.

Landscape. The totality of the built or human influenced habitat experienced at any one place. Dominant features are topography, plant cover, buildings or other structures and their patterns.

Lattice. An openwork grill of interlacing wood strips used as screening.

Low-Impact Development (LID). A stormwater management approach to manage rainfall in a way which more closely mimics the natural hydrologic system at the site prior to any development. Techniques include those which infiltrate, store, filter, evaporate and detain stormwater close to the location where the rain fell.

Masonry. Construction of brick, stone, or other material requiring mortar, as well as concrete that has been detailed to resemble traditional masonry panels. Masonry does not include synthetic stucco (EIFS), concrete masonry units (CMU), fiber cement siding (hardie-board) or panelized brick.

Massing. The overall composition of the exterior of the major volumes of a building, especially when the structure has major and minor elements.

Materials. The physical elements that were combined or deposited in a particular pattern or configuration to form a property.

Metal Standing Seam Roof. A roof composed of overlapping sections of metal such as copper-bearing steel or iron coated with terne alloy of lead and tin. These roofs were attached or crimped together in various raised seams for which the roof is named.

Minor Project. Limited improvements to an existing site without new construction (except accessory buildings). Minor projects include replacement of existing landscaping, modification of existing parking lots, changes to utilities, mechanical equipment or service areas, renovation or improvements to an existing façade or new/modified accessory buildings.

Molding or Moulding. A construction or decorative element that has a variety of contours or outlines.

Mortar. A mixture of sand, lime, cement and water, used as a binding agent in masonry construction.

Net Façade Area. The surface area of a building façade without including the surface area occupied by windows and doors.

Offset. See "Wall Offset."

Orientation. The relationship of a structure to the compass points or a site feature; may refer to the direction a façade faces, such as the south elevation, or the direction of a main axis, as in an east-west orientation.

Parapet. A low wall at the edge of a roof, balcony, or deck.

Parapet Block. A block of buildings with a roof profile that results from being built directly against each other such as along a traditional main street.

Pediment. A triangular crowning element forming the gable of a roof; any similar triangular element used over windows, doors, etc.

Pergola. A functional or ornamental shade structure of vertical posts or pillars that usually support cross-beams and a sturdy open lattice.

Perpendicular Wall Sign. A sign that projects in a perpendicular direction from a building wall or hangs from a bracket that projects from a building wall above pedestrian height.

Pilaster. A square pillar attached, but projecting from a wall, resembling a classical column.

Pitch. The degree of the slope of a roof.

Pole Sign. A sign that is mounted on a freestanding pole.

Porch. A structure attached to a building to shelter an entrance.

Primary Façade. The main building face; the side of a building that faces the street.

Primary Structure. The main structure on a property.

Proportion. The relationship of the size, shape, and location of one building element to all the other elements; each architectural style typically has its own rules of proportion.

Redevelopment. Any repair, reconstruction, or improvement, excluding additions as defined herein, to an existing structure where the costs of which is less than fifty (50) percent of the total replacement cost of the structure either (1) before the improvement or repair is started, or (2) if the structure has been damaged and is being restored. The term does not, however, include either (1) any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions, or (2) any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.

2.17 Use masonry materials to promote a cohesive community image.

- 75%
- For new construction, use masonry as the primary material on at least 60% of the net façade area. See Guideline 3.15 on page 58 for additional masonry requirements in the Town Center District.
 - For new construction that is taller than one-story, use masonry as the primary material on at least 75% of the net façade area of a ground floor façade. See Guideline 3.15 on page 58 for additional masonry requirements in the Town Center District.
 - Ensure that synthetic masonry materials convey an authenticity identical to that of genuine masonry.



For new construction that is taller than one-story, use masonry as the primary material on at least 75% of the net façade area of a ground floor façade.



Use masonry materials to promote a cohesive community image.

What is Masonry?

Masonry includes brick, stone, or other material requiring mortar, as well as concrete that has been detailed to resemble traditional masonry panels. Masonry does not include synthetic stucco (EIFS), concrete masonry units (CMU), fiber cement siding (hardie-board) or panelized brick.

Illustrated Building Materials

A number of building materials are illustrated below. As noted, they may be used individually, or in combination, to meet the intent of the design guidelines for building materials on page 46.

1. Masonry - Brick

(A) (P)

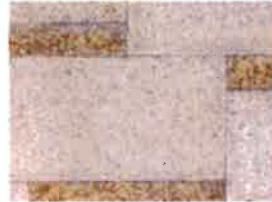
Brick is an appropriate primary façade material for buildings throughout Farragut.



2. Masonry - Stone

(A) (P)

Stone is also an appropriate primary façade material for buildings throughout Farragut.



3. Masonry - Detailed Concrete

(A) (P)

Concrete that has been detailed in modules similar in scale to genuine brick or stone is an appropriate primary façade material.



4. Synthetic Stone

(A)

Synthetic or manufactured stone is made of artificial materials or is crushed stone that is cast to resemble genuine stone units. It is appropriate only as an accent material.



5. Metal & Concrete Accents

(A)

Metal and concrete may be appropriate for use as accent materials.



6. Synthetic Stucco & Panelized Brick Accents

(A)

Synthetic stucco or panelized brick should only be used for accents or on less visible façade areas.



(P) = Appropriate as a Primary Material

(A) = May be acceptable as an Accent Material

Figure 23: Illustrated Building Materials

ORDINANCE: 17-02
PREPARED BY: Shipley
REQUESTED BY: Town Staff
CERTIFIED BY FMPC: March 16, 2017
PUBLIC HEARING: _____
PUBLISHED IN: _____
DATE: _____
1ST READING: _____
2ND READING: _____
PUBLISHED IN: _____
DATE: _____

AN ORDINANCE TO AMEND THE FARRAGUT MUNICIPAL CODE, PURSUANT TO AUTHORITY GRANTED BY SECTION 6-54-133, TENNESSEE CODE ANNOTATED, BY AMENDING TITLE 14, CHAPTER 6., FARRAGUT ARCHITECTURAL DESIGN STANDARDS, TO PROVIDE FOR NEW REQUIREMENTS ASSOCIATED WITH BUILDING MATERIALS

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend Title 14., Land Use Controls, Chapter 6., Architectural Design Standards, of the Farragut Municipal Code, Ordinance 15-03,

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, that the Farragut Architectural Design Standards are hereby amended as follows:

SECTION 1.

The Farragut Municipal Code, Title 14, Land Use Controls, Chapter 6., Farragut Architectural Design Standards, Standard 2.17 - Use masonry materials to promote a cohesive community image, is amended by deleting subsection b. and renumbering subsection c. to b. and amending subsection a. to state "For new construction, use masonry as the primary material on at least 75% of the net façade area. See Guideline 3.15 on page 58 for additional masonry requirements in the Town Center District."

SECTION 2.

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 _____, 2017,
with approval recommended.

Rita Holladay, Chairman

Edwin K. Whiting, Secretary

FARRAGUT MUNICIPAL PLANNING COMMISSION