



**FARRAGUT BOARD OF MAYOR AND ALDERMEN
AGENDA
March 8, 2018**

**PUBLIC HEARING
Anchor Park, Parks & Recreations Grant
5:00 PM**

**BUDGET WORKSHOP
General Fund Revenue/Expenditure Projections
5:45 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 22, 2017
- VI. Ordinances**
 - A. First Reading
 - 1. Ordinance 18-01, an ordinance to amend the text of the Farragut Zoning Ordinance, Ordinance 86-16, as amended, Pursuant to Authority Granted by Section 13-4-201, Tennessee Code Annotated, by Amending Chapter 2., Definitions, to Provide for a New Definition for an Accessory Building
- VII. Business Items**
 - A. Approval of First Amendment to the Professional Services Agreement for Legislative Services
 - B. Approval of Request for Supplement from Qk4, Inc. for Engineering Services for Intersection Improvements at Watt Road/Kingston Pike

11408 MUNICIPAL CENTER DRIVE | FARRAGUT, TN 37934 | 865.966.7057
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

Board of Mayor and Aldermen Meeting Public Comment Protocol

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

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

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

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



FARRAGUT BOARD OF MAYOR AND ALDERMEN MINUTES

February 22, 2018

**WORKSHOP
RURAL METRO UPDATE
6:00 PM**

**BEER BOARD MEETING
6:50 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 8, 2017
- VI. Business Items**
 - A. Approval of request for a variance from the distance between driveways requirements in the Driveways and Other Accessways Ordinance in association with a requested access onto Dixon Road for Parcel 001, Tax Map 161, 524 Dixon Road, 44.8 Acres, Zoned R-I (Richard LeMay, Applicant)
- VII. Town Administrator's Report**
- VIII. Town Attorney's Report**

11408 MUNICIPAL CENTER DRIVE | FARRAGUT, TN 37934 | 865.966.7057
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.

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

Alderman Povlin announced that the Farragut Middle School won the Science Bowl.

Approval of Minutes

Motion was made to approve the minutes of February 8, 2017 as presented. Moved by Alderman Williams, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Business Items

Approval of request for a variance from the distance between driveways requirements in the Driveways and Other Accessways Ordinance in association with a requested access onto Dixon Road for Parcel 001, Tax Map 161, 524 Dixon Road, 44.8 Acres, Zoned R-I (Richard LeMay, Applicant)

Motion was made to approve the requested access and variance for the two reasons below:

- 1) This will move the access further away from the crest of the hill on Dixon Road and would provide improved site distance; and
- 2) This will allow the property owner to save a large specimen oak tree that would otherwise be removed if the access were at least 200 feet from the nearest access to the north.

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

Town Administrator's Report

David Smoak, Town Administrator, announced that the Town had received the GFOA's Distinguished Budget Presentation Award for FY2018. He also announced that the Shamrock Ball would be March 3.

Meeting adjourned at 7:12 PM.

Ralph McGill, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Ordinance PC-18-01, an ordinance on first reading to amend Appendix A – Zoning, Chapter 2., Definitions, of the Farragut Municipal Code, by providing new requirements governing the size of accessory buildings (Town of Farragut, Applicant)

INTRODUCTION AND BACKGROUND: In the Town's Zoning Ordinance, residential additions that are attached to the dwelling unit are treated as part of the principal building and subject to all zoning related provisions that would apply to a principal building. Buildings that are completely detached from a dwelling unit are considered accessory buildings and governed by the applicable requirements for such structures.

Though setbacks are greater for principal buildings than accessory buildings, there are height and size limitations on accessory buildings to ensure that they are "accessory" in appearance and customarily incidental and subordinate to a principal building. Generally, non-agricultural accessory buildings are restricted to a height of 15 feet, as measured from the average grade along the building plane to the mid-point of the roofline (on a gabled roof). Accessory and non-agricultural buildings (in residential zoning districts) are also restricted to a maximum size of 600 square feet or 30% of the footprint of the principal building, whichever is greater.

DISCUSSION: Recently, an applicant used the Town's practice of treating a building connected to the dwelling unit with a covered breezeway as a way to get around the size limitation that would have otherwise applied. The applicant used a very long covered breezeway to construct a large metal building further back on the lot so it would not be close to the applicant's home. The staff is proposing language included in Ordinance PC-18-01 that would address this loophole and prevent such an application from occurring in the future. Under the existing definition of an "accessory building," the staff has proposed the additional language shown below in red:

Accessory building: A building customarily incidental and subordinate to the principal building and located on the same lot with such building. **A building that is connected to a principal building by a breezeway that is greater than twelve (12) feet in length shall be considered accessory for purposes of size limitations.**

RECOMMENDATION: At their meeting on February 15, 2018, the Planning Commission unanimously recommended approval of Ordinance PC-18-01. The staff also recommends approval of Ordinance PC-18-01 on first reading.

PROPOSED MOTION: To approve Ordinance PC-18-01 on first reading.

BOARD ACTION:

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

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





ORDINANCE: 18-01
PREPARED BY: Shipley
REQUESTED BY: Staff
CERTIFIED BY FMPC: February 15, 2018
PUBLIC HEARING:
PUBLISHED IN:
DATE:
1ST READING:
2ND READING:
PUBLISHED IN:
DATE:

AN ORDINANCE TO AMEND THE TEXT OF THE FARRAGUT ZONING ORDINANCE, ORDINANCE 86-16, AS AMENDED, PURSUANT TO AUTHORITY GRANTED BY SECTION 13-4-201, TENNESSEE CODE ANNOTATED, BY AMENDING CHAPTER 2., DEFINITIONS, TO PROVIDE FOR A NEW DEFINITION FOR AN ACCESSORY BUILDING

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend Chapter 2, Definitions, of the Farragut Zoning Ordinance, Ordinance 86-16,

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

SECTION 1.

The Farragut Zoning Ordinance, Chapter 2, Definitions, is amended by replacing the existing definition for an *Accessory building* and define it as follows:

Accessory building: A building customarily incidental and subordinate to the principal building and located on the same lot with such building. A building that is connected to a principal building by a breezeway that is greater than twelve (12) feet in length shall be considered accessory for purposes of size limitations.

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 _____, 2018,
with approval recommended.

Rita Holladay, Chairman

Edwin K. Whiting, Secretary

FARRAGUT MUNICIPAL PLANNING COMMISSION

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: David Smoak, Town Administrator 

SUBJECT: Approval of First Amendment to the Professional Services Agreement for Legislative Services

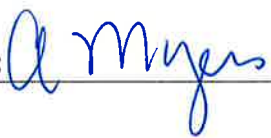
INTRODUCTION: The purpose of this agenda item is to approve an amendment to the current professional services agreement between the Town of Farragut and Laine Communications, Inc. for legislative services.

BACKGROUND: There are hundreds of bills filed each year that require significant time to review and monitor during the legislative session that may affect the operations for the Town of Farragut. This ongoing effort requires a tremendous amount of staff time and resources, especially as the legislative session draws to a close each year. The Town entered into an agreement with Laine Communications in November 2016 to assist the Town in monitoring legislation that could potentially impact the Town.

DISCUSSION: Under the current professional services agreement, Laine Communications is responsible for doing research of all applicable bills that are filed that affect municipalities, developing strategies regarding legislative issues, arranging meetings with legislators, providing committee testimony if needed, monitoring all legislation and providing weekly updates to the Town of Farragut during the legislative session. The current agreement is for a not to exceed amount of \$10,000 annually for a three-year term.

This year the Town of Farragut has requested legislation that would authorize the Town to enact a hotel/motel tax for tourism development. This legislative effort is currently outside the scope of the contract and is taking significant time and resources as the bill works its way through the Tennessee General Assembly. The amendment under consideration would increase year two and three of the contract to \$25,000 for each year to help secure sponsors for the legislation, conferencing with members of multiple committees, attending committee hearings regarding the legislation and providing testimony as needed.

FINANCIAL SECTION:

Account: 110-41340-254		
<u>Total Budget</u>	<u>Expenditures YTD</u>	<u>Remaining Amount</u>
\$40,000	\$19,733	\$20,267
Financial section approved by: 		

RECOMMENDATION BY: Town Administrator David Smoak for approval.

PROPOSED MOTION: To approve the first amendment to the professional services agreement between the Town of Farragut and Laine Communications for legislative services.

BOARD ACTION:

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

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

TOWN OF FARRAGUT
FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the "First Amendment") made and entered into as of the ____ day of _____, 2018, by and between the **Town of Farragut** ("Client") and **Laine Communications** ("Contractor").

WHEREAS, the Client and Contractor entered into a Professional Services Agreement for the purpose of the Contractor providing legislative and monitoring services for the Client on the 10th day of November, 2016 (the "Agreement"); and

WHEREAS, by the terms of the Agreement, the Client sought to obtain basic services as more particularly described in the Agreement, but with the proviso that should the scope of the services needed by the client broaden to include the passage of legislation, then an amendment to the Agreement would be required; and

WHEREAS, the Client has requested Contractor to broaden the scope of its services to include additional services directed to the passage of legislation desired by Client; and

WHEREAS, the Client and the Contractor have agreed upon terms and conditions to further amend the Agreement and desire to memorialize such terms herein.

NOW, WHEREFORE, in consideration of the foregoing premises, the covenants and agreements contained in the Agreement, as well as the covenants and agreements contained hereinafter, the parties do hereby agree to amend the Agreement as follows:

1. The provisions of Section 1 of the Agreement are amended by adding the following thereto:

During the remaining Term of this Agreement, the Contractor will also provide all services in furtherance of the passage of desired legislation as requested by Client such as securing sponsors for such legislation in both the House and Senate, seeing to the preparation and filing of the legislation, informing the members of multiple committees concerning the legislation, attending meetings or hearings of the committees and providing testimony as appropriate, and monitoring the progress of the legislation through the processes required for its enactment (the "Legislative Services").

2. The provisions of Section 2 of the Agreement are amended by deleting the section in its entirety and replacing it with the following:

2. **Compensation.** Client shall compensate Contractor for the Basic Services by payment of a fee of \$10,000 for the first year of the Term commencing on the Effective Date. The fee shall be paid in equal quarterly installments of \$2,500 payable in advance upon receipt of Contractor's invoice. Client shall compensate Contractor for the Basic Services and the Legislative

Services of directing the process of passing legislation during year two and year three of the Term by the payment of a fee of \$25,000 for such years of the Term. The fee shall be paid in equal quarterly installments of \$6,250 payable in advance upon receipt of Contractor's invoice. If Client requests Contractor to provide services that will exceed or are fundamentally different than the scope of the Basic Services and Legislative Services as described hereinabove in Section 1, then the parties shall negotiate the additional terms and conditions that would govern the provision of any further additional services, including any additional fee payable for those services. Prior to providing any additional services for which it expects additional compensation, Contractor shall advise the Client why it believes a request for the services exceed or are different than the Basic Services and Legislative Services described in Section 1 hereof. If the parties reach an agreement concerning the terms and conditions upon which the additional services will be provided by Contractor, an addendum shall be prepared and approved in writing by both parties in order to memorialize the basis upon which the additional services will be provided and how and when the Contractor will be compensated for same.

3. Except as expressly amended by the foregoing modifications, the Agreement shall remain in full force and effect and Client and Contractor do hereby ratify and confirm all of the terms and conditions of the Agreement, as amended, and agree to be bound to and abide thereby for the Term of the Agreement, and any renewal thereof.

4. All capitalized terms used herein shall have the meanings specified either herein or as specified in the Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the day and year first above written.

CLIENT:

Town of Farragut

Mayor Ralph McGill

Date: _____

CONTRACTOR:

Laine Communications

By: Chuck Laine

Printed Name: CHUCK LAINE

Title: PRESIDENT

Date: FEB. 22, 2018

TOWN OF FARRAGUT
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made on or about the 10 day of November, 2016 (the "Effective Date") by and between **Town of Farragut** ("Client") and **Laine Communications** ("Contractor") to secure professional services for the assignment described as follows:

Project: Legislative and Monitoring Services

Description of Project: General Consulting, Legislative Affairs and Monitoring Services

1. **Professional Services.** Contractor agrees to perform the following Basic Services under this Agreement for a three (3) year period (the "Term") commencing on the Effective Date:

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

2. **Compensation.** Client shall compensate Contractor for the Basic Services as follows: A fee of \$10,000 for each year of the Term commencing on the Effective Date. The fee shall be paid in equal quarterly installments of \$2,500 payable in advance upon receipt of Contractor's invoice. If the Client requests Contractor to provide services that will exceed or are fundamentally different than the scope of the Basic Services as described in the sections of **Exhibit A** entitled "Methodology" and "Communications" (the "Additional Services"), then the parties shall negotiate the additional terms and conditions that would govern the provisions of the Additional Services, including any additional fee payable for those services. Prior to providing any Additional Services for which it expects additional compensation, Contractor shall advise the Client why it believes a request for the services exceed or are different than the Basic Services, and will also make a proposal in writing to Client of the terms upon which it would be willing to provide such services. If the parties reach an agreement concerning the terms and conditions upon which the Additional Services will be provided by Contractor, an addendum shall be prepared and approved in writing by both parties in order to memorialize the basis upon which the Additional Services will be provided and how and when Contractor will be compensated for same.

3. **Schedule.** Contractor shall begin work upon notification of approval of this Agreement. The schedule for the various meetings and presentations as outlined in the Basic Services shall be agreed upon by the Contractor and the Town Administrator as work progresses.

4. **Invoicing and Payments.** Invoices or payment requests shall be submitted to the Client no more than quarterly and shall include such information, documentation or data as the Town Administrator may require including, but not limited to, the amount and breakdown of the payment requested, the period covered by the request, and the work performed during the period covered by the payment request. After review, the Town Administrator will indicate his approval of the payment request, or shall explain to Contractor, in writing, his reasons for not

approving any portion or all of the request, and authorize payment of the amount approved. In the event the Town Administrator does not approve any portion of a payment request, and has communicated the reasons to Contractor, Contractor will then take the necessary action to satisfy the reasons for non-approval and resubmit the payment request. Client shall endeavor to remit payment of payment requests or portions thereof which are approved by the Town Administrator within thirty (30) days of receipt by Client.

5. **Time.** Contractor will perform its services in a timely manner commensurate with the exercise of due professional care.

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

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

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

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

10. [Intentionally omitted.]

11. [Intentionally omitted.]

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

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

14. [Intentionally omitted.]

15. **Indemnification.**

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

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

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

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

16. **Miscellaneous.**

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

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

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

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

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

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

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

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

CLIENT:

Town of Farragut

By: Ralph McGill

Printed Name: Ralph McGill

Title: Mayor

Date: 11/10/16

CONTRACTOR:

Laine Communications

By: Chuck Laine

Printed Name: Chuck Laine

Title: President

Date: 11/7/16



EXHIBIT A

Proposal of Lobbying Services for the Town of Farragut

Laine Communications is pleased to provide this proposal for lobbying services to the Town of Farragut.

As a proven leader in Tennessee government relations and with more than 30 years of lobbying experience, the Laine Communications team has the high-level access, tested experience and knowledgeable insight that Farragut needs to accomplish its legislative goals.

Specializing in political consulting and advocacy, Laine Communications has earned a reputation in Nashville as a highly-effective, influential firm. We have successfully defended clients, promoted industries and negotiated compromises to reach our clients' regulatory and legislative goals.

Leveraging our in-depth knowledge of state government, strong political relationships and strategic communications, Laine Communications builds each legislative strategy from the ground up. We will help you formulate a plan, identify strong supporters and advance your cause in the Tennessee General Assembly and throughout state government.

Below you will find more information about Laine Communication's track record, our core team of employees and an in-depth look at how we produce successful outcomes for our clients.

QUALIFICATIONS & EXPERIENCE

Laine Communications is a full-service government relations firm with locations in Nashville and Knoxville, Tennessee. Our full-time lobbyists bring a wide range of skills to the world of advocacy, which has allowed our small team to produce big results.

Starting in 1995, Laine Communications found early success representing the nuclear industry in Oak Ridge at the state and federal levels. Working with regulators, legislators, the public and citizens' groups, Laine Communications spent ten years as the state lobbyists for the industry's three major nuclear contractors.

In 2008, Laine Communications was retained to represent the state's coal mining industry. At the time, the industry was embroiled in a bitter fight against industry-ending legislation. Under the firm's management, the Tennessee coal industry defeated the legislative threat and went on to pursue an aggressive pro-coal agenda in Nashville.



At the height of the fracking crisis in 2011 and facing multiple legislative attacks, the Tennessee Oil and Gas Association also retained the lobbying services of Laine Communications. Based on years of experience, the firm convinced the oil and gas industry to voluntarily update state regulations to specifically address fracturing technologies. This proactive approach led to a decrease in bills filed against the industry as well as safeguards for current operations.

In addition to our successes as an individual firm, Laine Communications has been a part of some of the most powerful political coalitions Nashville has ever seen.

- **WOTUS Coalition:** A statewide coalition representing nearly every industrial activity in the state, the Waters of the U.S. Coalition used its political influence and media savvy to make a convincing case for why the State of Tennessee should sue the federal government. Ten days after sending a letter to the Attorney General, the state filed a lawsuit to vacate the detrimental regulations.
- **111(d) Coalition:** During the 109th General Assembly, Laine Communications led a coalition of producers, suppliers and supporters to pass legislation pushing back on federal regulatory actions. Soliciting this broad spectrum of support prior to introducing legislation eased the path to bill passage and presented a unified voice to legislators.
- **The Responsible Water Use Coalition:** Formed in 2009, the Responsible Water Use Coalition brought together a group of entities affected by water permitting. Together, we passed landmark legislation defining a “wet weather conveyance” and drastically improved the permitting process for our individual clients.

Collaborating with likeminded industry groups has proven to be an effective strategy that extends the reach of everyone involved and moves the wheels of bureaucracy a little faster. Laine Communications’ team building approach will be an asset to the Town of Farragut due to the existing representation and far-reaching implications of the legislation.

• THE LAINE TEAM

With a reputation built on honesty and integrity, Laine Communications offers the experienced, trusted team the Town of Farragut needs to advocate for its issues. Our two full-time lobbyists are devoted to successfully finding a way to achieve our client’s goals.

Chuck Laine, President

Chuck Laine has been lobbying the state and federal government for more than 30 years. His reputation as a skillful negotiator, coalition builder and strategic communicator has made Chuck one of the state’s top lobbyists. Known for taking on difficult issues, Chuck has overcome enormous odds, secured favorable outcomes and advanced the cause for his clients.

Among Chuck’s most notable accomplishments was the successful defeat of an eight-year long effort to outlaw coal mining in Tennessee. Brought on board at the eleventh hour, Chuck saved an industry from certain collapse and positioned it to become a formidable political force in Nashville. In 2012, Chuck was also responsible for negotiating a compromise between the oil and gas industry and environmental



activists on new regulations for hydraulic fracturing. These landmark and pro-active regulations have thwarted additional legislative actions and allowed the oil and gas industry to prosper in Tennessee.

Outside of his work at the legislature, Chuck is also active in promoting his community. He was the lead organizer of the Oak Ridge Summit for Science, Environment, and Technology, which featured such notable speakers as Vice President Al Gore and Secretary of Energy Hazel O'Leary, and the founding chairman of Tech 2020, a public-private partnership leveraging East Tennessee's information technology resources to grow new technology-oriented businesses for the region. Chuck has also served on numerous boards, including the East Tennessee Kidney Foundation and the Boys and Girls Club of the Tennessee Valley. A lifelong Rotarian, Chuck is currently a member of the Farragut Rotary Club.

Chuck is a graduate of Lipscomb University and has a degree in economics and business management. An avid outdoorsman, Chuck enjoys a round of golf, a day of fly-fishing or watching a football game with his wife, Susan, their seven children and five grandchildren.

ROXANNE REILEY, VICE PRESIDENT

Roxanne Reiley began her lobbying career at Laine Communications in 2008 after spending four years in the public relations industry. At the legislature and within state government, Roxanne has cultivated a reputation as a regulations guru and serves as the firm's lead liaison in regulatory and policy matters. Most recently, she played an integral role in developing a 90-page legislative initiative to return the primary regulation of coal mining back to the state.

During her time with Laine Communications, Roxanne has also accumulated broad event management experience. She spearheads the planning of two annual technical conferences, numerous networking events and has helped raise over \$100,000 in political contributions.

A life-long reader and high school yearbook editor, Roxanne pursued her love of the written word, page layout and graphic design into college. She graduated in 2004 from the University of Missouri-Columbia School of Journalism where she majored in Magazine Design. This training has translated well into the political arena where concise communications and easy-to-understand information are essential.

In her free time, Roxanne enjoys reading historical fiction, making paper crafts and binge watching Netflix. She lives in Knoxville with her husband, Chris, and two young children, Addie and Christopher.

Rates

Laine Communications will provide lobbying services for the Town of Farragut for \$10,000 annually. This rate includes the consulting, lobbying and monitoring services that Laine Communications will undertake for a three-year period beginning upon execution of this contract. Should the scope of services as described in this contract broaden, such as passing legislation, significant and organized opposition that requires additional engagement from the lobbyist or other unforeseen issues as agreed upon by the



parties, Laine Communications reserves the right to renegotiate the rates of this contract for a one-year period.

Laine Communications offers payments on monthly or quarterly terms, whatever you prefer. At each payment period, the Town of Farragut will receive an invoice from Laine Communications showing the amount and date due. Billing inquiries will be promptly answered.

Methodology

Navigating government can be difficult. An essential component of success will be formulating and executing a strong plan of action prior to the beginning of the legislative session. Working closely with the Town of Farragut, Laine Communications will build a unique legislative strategy to accomplish all of your identified goals.

1. **Background Research:** Working with the Town of Farragut, Laine Communications will begin the process by making sure we understand your issues inside and out. We will also work to find politically-feasible solutions to the problems. And then, we'll help you prioritize the possibilities.
2. **Strategy Development:** In this stage, Laine Communications will develop a plan of action in conjunction with the Town of Farragut team. We will prepare legislative materials – one pagers, background information, statistics, pictures, etc. We will also identify potential key partners and conduct outreach with them.
3. **Implement Legislative Strategy:** Using our in-depth knowledge of the legislature, Laine Communications will begin to implement the chosen legislative strategy. This part of the process includes working with legislators, their staff and the relevant committees to achieve the desired outcome. We will also utilize key partnerships and other advocates to identify allies and begin targeting dissenters.
4. **Arrange Meetings:** it will be important for officials from the Town of Farragut to personally interact with legislators. Laine Communications will identify the legislators who would most benefit from direct engagement, arrange the meetings on behalf of Farragut and accompany you to the meetings in Nashville. We will also provide follow up strategies based on the meetings and in line with our overall legislative plan.
5. **Committee Testimony:** Testifying at a formal committee meeting is a direct way to officially voice concern during the legislative process. Laine Communications will seek opportunities for Farragut officials to participate in committee meetings via testimony. We will assist in the development of prepared remarks and leave behinds for committee members. When it's not possible for Farragut officials to testify or when something comes up unexpectedly, Laine Communications will act as your voice in Nashville – we will testify on behalf of the Town's position, take questions and provide answers during committee hearings.
6. **Follow up Monitoring:** Laine Communications will continue to monitor and follow up with any governmental agency involved in the issues important to Farragut even after the legislative



session adjourns. We will make sure that any activity that follows a legislative vote will be in the city's interest and also continue to advise the Town on the best method for handling these after-session activities.

Communications

The legislative process is complicated and can move quickly once session convenes. Laine Communications knows how important it is for Town officials to remain up-to-date on everything that is happening in Nashville and with issues affecting you. Therefore, we take client communications very seriously.

Once the Town of Farragut identifies the legislative oversight staff, Laine Communications will send written weekly updates on the status of bills we are following, meetings that we have taken and their outcome, summaries of committee hearings, rumors and other pertinent information. As the bills pick up momentum, Laine Communications will provide updates as frequently as needed via text, phone calls or emails.

Laine communications is also available for conference calls or in-person meetings as necessary.

Conclusion

We look forward to putting our years of experience, insider knowledge and strong political relationships to work for the Town of Farragut. By following our proven plan, Laine Communication aims to make the legislative process as simple and straightforward as possible and bring your legislative agenda to fruition.

AGENDA NUMBER VII. B.MEETING DATE March 8, 2018**REPORT TO THE BOARD OF MAYOR AND ALDERMEN****PREPARED BY:** Darryl W. Smith, PE**SUBJECT:** Approval of Request for Supplement from Qk4, Inc. for Engineering Services for Intersection Improvements at Watt Road/Kingston Pike

INTRODUCTION: The purpose of this item is the approval of a supplement request from Qk4 for additional Engineering Services required to complete plans for our planned improvements to the intersection of Watt Road at Kingston Pike.

BACKGROUND: The Board of Mayor and Aldermen approved an agreement with Qk4, Inc. in 2014 to develop plans for intersection improvements at the intersection of Watt Road at Kingston Pike. At that time, the Town intended to construct the necessary improvements under our own contract, as almost all work was located along Watt Road. As the design progressed, however, the project scope increased along with projected costs. In 2015, the Town entered into an agreement with TDOT that provides Spot Safety funding, reducing the Town's construction costs substantially. The Town subsequently approved a supplement with Qk4 to revise plans to TDOT standards. Project scope has further evolved to include removal of the Watt Road entrance from Dixie Lee Liquors (see attached photo). As removal of the access would likely be damaging to the property, staff has proposed relocation of the entrance to the rear of the building (see sketch). However, this will require reconstruction of the property's detention basin to the southeastern corner of the property, as the existing detention basin lies directly behind the building. TDOT has agreed to include this additional work within the project scope, and the property owners are generally in agreement with this approach.

The attached request for supplement from Qk4 is for additional work required to redesign the access and detention facilities at Dixie Lee Liquors and incorporate all additional work into the TDOT plans for the intersection improvements. Qk4's request is for additional fees not to exceed \$27,340. With approval of this request, Qk4's total fees for this project are not to exceed \$142,400.

FINANCIAL SECTION:**Project: Watt Rd./Kingston Pike Intersection****Improvements****Project Budget (PE &****ROW)****Requested Amount****Contracted Amount****Remaining Amount**

\$165,000

\$27,340

\$38,900

\$98,760

Approved By: **RECOMMENDATION BY:** Darryl Smith, Town Engineer, for approval.

PROPOSED MOTION: Approval of the attached supplement request from Qk4, Inc. for additional engineering services for the Watt Road/Kingston Pike Intersection Improvements

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	_____	_____	_____	_____	_____



101 Sherlake Lane
Suite 105
Knoxville, Tennessee 37922
Ph. 865-661-1554
www.qk4.com

February 20, 2018

Mr. Darryl Smith, P.E.
Town Engineer
11408 Municipal Center Dr.
Farragut, TN 37934

TOF – Tract 5, Watt Road and Kingston Pike Intersection Improvements

Dear Mr. Smith:

Pursuant to your request, we are providing this proposal letter to the Town of Farragut for additional engineering services as it pertains to the relocation of the existing entrance for 13044 Kingston Pike (also known as Tract 5 in TDOT ROW Plans) onto Watt Road. This will serve as a supplemental contract to the original contract with the Town of Farragut labeled as "Kingston Pike/Watt Road Intersection Improvements." The scope of these additional services is defined within the detailed tasks outlined below:

- Survey – includes all research as necessary, including current deed information of subject and adjoining properties as well as utility and Right-of-Way information. Field surveying will be conducted using GPS tied to the TDOT network. Topographic survey will be performed of the subject property as well as locating all necessary boundary corners, structures, and visible appurtenances. Survey drawing and easement documents will be prepared as required.
- Hydraulic Analysis (Existing Condition) – quantifying the amount of surface runoff that can be stored in the existing detention basin will be required.
- Rear Entrance/Driveway Design – includes rear entrance layout and pavement design, concrete curb, and tie-in to existing parking lot and Watt Road. This task also includes evaluating necessary methods for conveying runoff from new construction into detention basin, analyzing the sight distance issue caused by current location of trash receptacle and providing an appropriate solution, and extending the drainage pipe, serving the western portion of the parking lot, to the creek.
- Detention Design (Restore Current Level) – an above ground detention pond will be designed to restore the current level of detention as determined in the existing hydraulic analysis. This includes all grading, inlet/outlet structures, and connection to the creek.
- Detention Design (Full Design Requirements) – an above ground detention pond will be designed to meet the requirements set forth by the Town of Farragut as it pertains to stormwater detention. This includes all grading, inlet/outlet structures, and connection to the creek.



Mr. Darryl Smith, P.E.
February 20, 2018
Page 2

- Detention Design (Optimal/Allowable Balance) – includes coordination with the Town of Farragut to find optimal balance between restoring the current level of service and meeting the Town's full requirements. This will entail any redesign of the basin as necessary to facilitate this optimal/allowable balance of detention including all grading, inlet/outlet structures, and connection to the creek.
- ROW Revision – identification of construction easement required for construction of rear entrance and detention pond. Deed Research, addition of a second Waller owned tract to plans, changes to existing plans.
- Integration into TDOT Construction Plans – includes integration of new survey, ROW revision, proposed surface, plan sheets, quantities, and specifications into the current TDOT Construction Plans known as "Kingston Pike/Watt Road Intersection Improvements."

We propose to furnish professional survey and design engineering services for this project as summarized below:

- Topographic and Property Survey
- Civil Engineering Analysis and Design
- Issue official TDOT ROW Revision
- Incorporate Site Design components into TDOT Project Plans

The lump sum price for the scope of work as described in this letter is **\$27,340.00**. Professional services will be invoiced on a monthly basis using Qk4's standard hourly rates listed on enclosed EXHIBIT "A", but will not exceed a total amount of **\$27,340.00**.

Services that are not included with this proposal, but could be added at a later date if desired by the Town of Farragut, include the following:

- Geotechnical Investigation/Analysis
- Environmental Documentation
- Permitting Services
- Bid Phase Services or Bid Documents
- Right-of-way or Construction Layout (Staking)
- Construction Inspection
- Utility Relocation Design

We look forward to working with you on this project.

If you have any questions or require any additional information, please feel free to call our office.

Sincerely yours,

A handwritten signature in black ink, reading "Christopher A. Jenkins".

Christopher A. Jenkins, P.E.
Regional Office Manager

Attachments: Man-hour Estimate

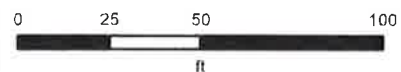


Watt Road/Kingston PikeD

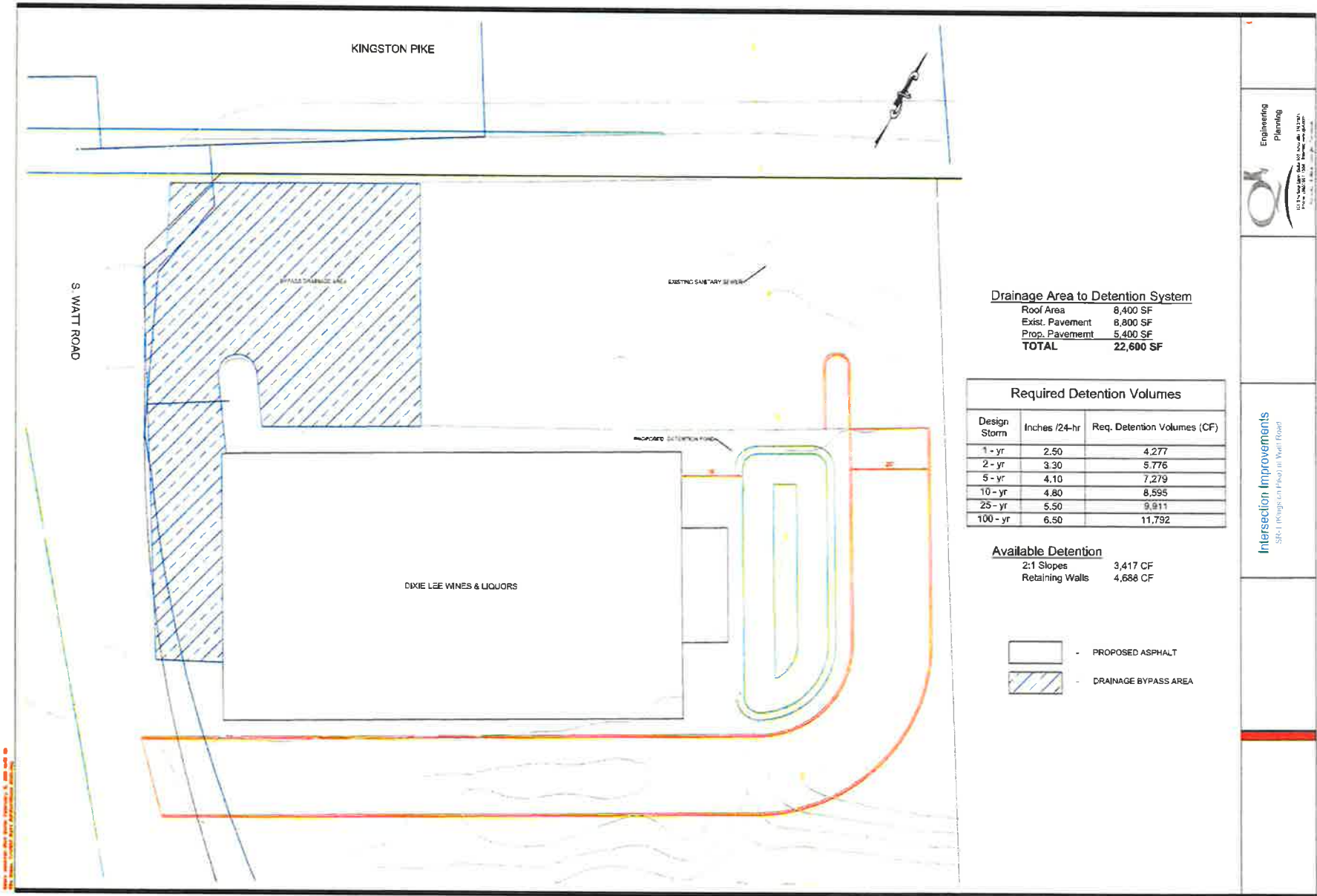
Dixie Lee Liquors

Printed: 2/28/2018 at 12:23:09 PM

Knoxville - Knox County - KUB Geographic Information System



KGIS makes no representation or warranty as to the accuracy of this map and its information nor to its fitness for use. Any user of this map product accepts the same AS IS, WITH ALL FAULTS, and assumes all responsibility for the use thereof, and further covenants and agrees to hold KGIS harmless from any and all damage, loss, or liability arising from any use of this map product.



Drainage Area to Detention System

Roof Area	8,400 SF
Exist. Pavement	8,800 SF
Prop. Pavement	5,400 SF
TOTAL	22,600 SF

Required Detention Volumes

Design Storm	Inches /24-hr	Req. Detention Volumes (CF)
1 - yr	2.50	4,277
2 - yr	3.30	5,776
5 - yr	4.10	7,279
10 - yr	4.80	8,595
25 - yr	5.50	9,911
100 - yr	6.50	11,792

Available Detention

2:1 Slopes	3,417 CF
Retaining Walls	4,686 CF

-  - PROPOSED ASPHALT
-  - DRAINAGE BYPASS AREA