



**FARRAGUT BOARD OF MAYOR AND ALDERMEN
AGENDA**

July 25, 2019

**BMA MEETING
7:00 PM**

- I. Silent Prayer, Pledge of Allegiance, Roll Call**
- II. Approval of Agenda**
- III. Mayor's Report**
- IV. Approval of Minutes**
 - A. July 11, 2019
- V. Business Items**
 - A. Approval of Proposal from Crook & Company for Acquisition Services for Easements at Smith Road Sidewalk Project
 - B. Approval of Proposal from Crook & Company for Acquisition Services for Easements at Watt Road Sidewalk/Pedestrian Crossing
 - C. Approval of Contract for an Employee Classification and Compensation Study
 - D. Approval of Resolution R-2019-04, Surplus Equipment
 - E. Approval of Resolution R-2019-05, Public Entity Partners' Property Conservation Matching Safety Grant Program
 - F. Approval of proposed amendments to the Farragut Education Relations Committee, Parks and Athletics Council and the Visual Resources Review Board Charters
- VI. Citizens Forum**
- 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 contact the ADA Coordinator at jcurry@townoffarragut.org or 865-966-7057 in advance of the meeting.

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
July 11, 2019**

**COMMITTEE REVIEW WORKSHOP
6:30 PM**

**BMA MEETING
7:00 PM**

- I. Silent Prayer, Pledge of Allegiance, Roll Call**
- II. Approval of Agenda**
- III. Mayor's Report**
 - A. Beautification Awards
- IV. Approval of Minutes**
 - A. June 27, 2019
- V. Business Items**
 - A. Approval of Amendment 1 to the Memorandum of Understanding between the Town of Farragut and Knox County
 - B. Approval of Approval of bid for new 2019 Vermeer BC1000XL 74 – 12" Brush Chipper
 - C. Approval of Appointment to the Museum, Tourism and Sign Committees
- VI. Citizens Forum**
- 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 contact the ADA Coordinator at jcurry@townoffarragut.org or 865-966-7057 in advance of the meeting.

Mayor Williams called the meeting to order at 7:00 PM. Members present were Mayor Williams, Aldermen Meyer and Povlin; Alderman Burnette and Pinchok were absent.

Approval of Agenda

Motion was made to approve the agenda with the addition of a Stormwater appointment under item V.C. Moved by Alderman Povlin, seconded by Mayor Williams, voting yes, Mayor Williams, Aldermen Meyer and Povlin; Alderman Burnette and Pinchok were absent, no nays, motion passed.

Mayor's Report

Beautification Awards

Commercial / Office Building: Knoxville TVA Employees Credit Union

Commercial / Retail Building: Echelon Bicycles

Residential Entrance: Cottages at Pryse Farm

Religious Institution: Farragut Christian Church

Retail Commercial Complex: West End Shopping Center

Multi-Family Residential Complex: Autumn Care

Hotel / Motel Complex: Fairfield Inn

Approval of Minutes

Motion was made to approve the minutes of June 27, 2019 as presented. Moved by Alderman Povlin, seconded by Alderman Meyer, voting yes, Mayor Williams, Aldermen Meyer and Povlin; Alderman Burnette and Pinchok were absent, no nays, motion passed.

Business Items

Approval of Amendment 1 to the Memorandum of Understanding between the Town of Farragut and Knox County

Motion was made to approve Amendment 1 to the Memorandum of Understanding between the Town of Farragut and Knox County. Moved by Alderman Povlin, seconded by Alderman Meyer, voting yes, Mayor Williams, Aldermen Meyer and Povlin; Alderman Burnette and Pinchok were absent, no nays, motion passed.

Approval of Approval of bid for new 2019 Vermeer BC1000XL 74 – 12" Brush Chipper

Motion was made to approve the purchase of the 2019 Vermeer Brush Chipper from Vermeer Heartland, Inc. in the amount of \$36,683. Moved by Alderman Povlin, seconded by Alderman Meyer, voting yes, Mayor Williams, Aldermen Meyer and Povlin; Alderman Burnette and Pinchok were absent, no nays, motion passed.

Approval of Appointment to the Museum, Tourism, Sign and Stormwater Committees

Motion was made to approve the following appointments:
Farragut Museum: Dot LaMarche, 2-year appointment
Tourism: Jeanie Stow, 2-year appointment
Stormwater: Jennifer Mayfield, 2-year appointment

Sign Committee: John Hoffman-Temporary Committee

Moved by Alderman Povlin, seconded by Alderman Meyer, voting yes, Mayor Williams, Aldermen Meyer and Povlin; Alderman Burnette and Pinchok were absent, no nays, motion passed.

Citizens Forum

Ken Chipley, 11602 Gates Mill, addressed the board concerning some property that is for sale in Sweetbriar. He wanted the board to be aware that it.

Meeting adjourned at 7:26PM.

Ron Williams, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl W. Smith, PE

SUBJECT: Approval of Proposal from Crook & Company for Acquisition Services for Easements at Smith Road Sidewalk Project

INTRODUCTION: The purpose of this item is the approval of a proposal from Crook & Company for professional services to acquire easements for construction of sidewalk and curb & gutter on Smith Road, from Everett Road to Andover Boulevard.

BACKGROUND: This project includes construction of sidewalk with curb & gutter along the north side of Smith Road and through a portion of Andover Subdivision's open space to Andover Boulevard (see map). The sidewalk connection will require easements from four separate tracts. The attached proposal from Crook & Company outlines the scope of services to acquire all easements. Crook & Company's fee is based upon an average cost per parcel of \$3650, for a total of \$14,600. As acquisitions and impacts are minor, the proposal does not include costs for independent appraisals and appraisal reviews. In the event independent appraisals are needed for condemnation, the additional services will be added to the agreement as a supplement.

Crook & Company has provided acquisition services to the Town for most of our capital projects over the years, and staff has always been pleased with their work.

FINANCIAL SECTION:

Project: 310-43910-930, Smith Road Sidewalk			
<u>(ROW)</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$1,025,000	\$14,600	\$87,887.50	\$922,512.50
Approved By 			

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

PROPOSED MOTION: Approval of proposal from Crook and Company for acquisition services for Right of Way for the Smith Road sidewalk project, with total fee of \$14,600.

BOARD ACTION:

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

<u>VOTE/TOTAL</u>	<u>WILLIAMS</u>	<u>MEYER</u>	<u>POVLIN</u>	<u>PINCHOK</u>	<u>BURNETTE</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

KGIS makes no representation or warranty as to the accuracy of his 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.

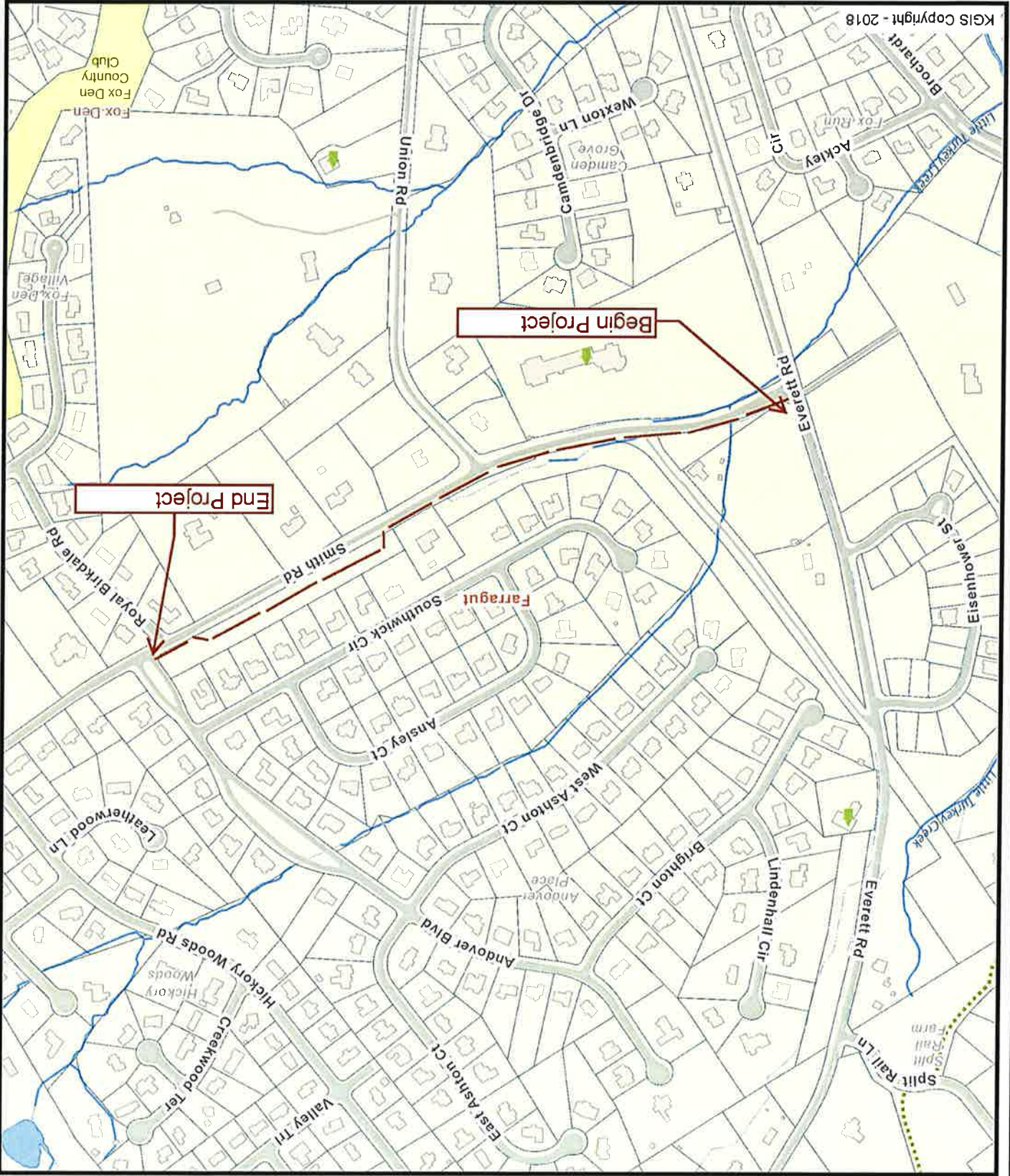
Knoxville - Knox County - KUB Geographic Information System

Smith Road Sidewalk Everett Road to Andover Boulevard

0 250 500 1,000
ft

Printed: 6/29/2018 at 12:16:29 PM

KGIS Copyright - 2018



TOWN OF FARRAGUT

PROFESSIONAL SERVICES AGREEMENT

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

Project: **Smith Road Sidewalk Improvements**

Location: **Smith Road, East of Everett Road, West of Andover Blvd.**

Description of Project: **Right of Way Acquisition, Consulting & Legal Services**

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

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

2. **Compensation.** Client shall compensate Contractor for the Basic Services as follows: A lump sum fee of **\$14,600**, including reimbursable expenses. In addition, Client shall pay Contractor for additional services that may be requested by the Client beyond the Basic Services in accordance with the hourly rate schedule attached as **Attachment B** to this Agreement.

3. **Schedule.** Contractor shall begin work upon notification of approval of this Agreement by the Board of Mayor and Aldermen and shall complete the work by submitting the final deliverables on or before **October 31, 2019**. The schedule for the various meetings and presentations as outlined in the Basic Services shall be agreed upon by the Client and Contractor before beginning work.

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

5. **Time.** Contractor will perform its services in a timely manner commensurate with the exercise of due professional care which it acknowledges can be done consistent with the

schedule provided for in Paragraph 3. Time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond Contractor's control. If such delay or suspension extends more than six (6) months (cumulatively), Contractor's compensation shall be equitably adjusted; provided, however, such adjustment and amendment to this Agreement must be approved by the Board of Mayor and Aldermen before Client is bound.

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

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

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

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

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

workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.

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

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

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

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

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

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

15. **Indemnification.**

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

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

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

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

16. **Miscellaneous.**

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

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

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

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

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

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

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

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

CLIENT:

Town of Farragut

By: _____

Printed
Name: _____

Title: _____

Date: _____

CONTRACTOR:

Crook & Company

By:  _____

Printed
Name: Eddie D. Crook, Crook & Co.

Title: Owner

Date: 7-16-19

Crook & Company

Real Estate Consultants
Right of Way Management

July 15, 2019

Mr. Darryl Smith, P.E.
City Engineer - Town of Farragut
11408 Municipal Center Drive
Farragut, TN 37934

Re: Proposal for ROW Acquisition & Consulting Services
Smith Road Sidewalk Improvements - 4 Tracts
Town of Farragut, Knox County, Tennessee

Dear Mr. Smith:

Based on a review of the design plans prepared by Urban Engineering Inc., consulting engineers, we provide estimates for **acquisition and legal services** to purchase right of way and easements on the above referenced project.

Our proposal includes: (1) procurement of title reports, (2) preparation of offer to the owners based on an internal estimate like the NPP analysis used by TDOT. (Independent appraisals and appraisal reviews are not estimated to be necessary because of the minor acquisitions and overall minimal impact of the proposed project to the properties affected. Appraisals/Reviews may be required in the event condemnation is necessary or if the acquisition is more complex than anticipated. The added appraisal/valuation services required would be added in a supplemental contract agreement), (3) negotiations with owners or representatives, (4) coordination with and recommendations of settlement or condemnation to the Town of Farragut, (5) closing services including deed preparation and recording.

Costs related to unknown and unpredictable release charges, recording fees and extraordinary document preparation incurred by Tennessee Valley Title & Insurance Co., the closing agent will be invoiced, at cost, to the Town for any additional cost and are not included in the scope of our proposal.

In the event the negotiations do not result in a settlement and condemnation is necessary, an appraisal may have to be performed to estimate the value of the entire parcel to consider before and after values as dictated by the court system. Fees for updates and revisions will be negotiated with appraisers and review appraisers, at that time, and are not included in the scope of our proposal.

The Town of Farragut will provide any necessary property management services for acquired right of way and be responsible for clearing the right of way for construction after possession by deed or condemnation. It is further assumed that condemnation proceedings will be filed by the Town of Farragut attorney and Crook & Company will not be responsible for condemnation proceedings.

Mr. Darryl Smith, P.E.
City Engineer - Town of Farragut
July 15, 2019
Page 2

The project is anticipated to require minimal acquisitions on four (4) properties. Our average fee per tract for acquisition services on the 4 parcels will be \$3,650 or \$14,600. **As stated in Item 1 above, Independent appraisals and appraisal reviews are not estimated to be necessary because of the minor acquisitions and overall minimal impact of the proposed project to the properties affected. In the event independent appraisals are required for condemnation or because the acquisition is more complex than anticipated, the added appraisal/valuation services would be added in a supplemental contract agreement.**

If the Town of Farragut agrees with our proposal, please signify by an authorized signature below and we will proceed as soon as appraisals and reviews are complete. If you have any questions or require additional information regarding this proposal, please do not hesitate to contact me. Thanks for the opportunity to provide our services.

Sincerely Yours,



Eddie D. Crook, MAI/SRA/AI-GRS
Managing Partner

Authorized by Town of Farragut

Date

AGENDA NUMBER

V. B.

MEETING DATE

July 25, 2019

REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY:** Darryl W. Smith, PE**SUBJECT:** Approval of Proposal from Crook & Company for Acquisition Services for Easements at Watt Road Sidewalk/Pedestrian Crossing

INTRODUCTION: The purpose of this item is the approval of a proposal from Crook & Company for professional services to acquire easements for construction of the Town's pedestrian crossing and sidewalk on Watt Road near Mayor Bob Leonard Park.

BACKGROUND: This project includes the construction of a pedestrian island with crossing and flashing beacons at Watt Road near Mayor Bob Leonard Park, with sidewalk connections to Orchid Grove and Sedgefield subdivisions (see attached plan sheet). The sidewalk connections will require easements from three separate tracts. The attached proposal from Crook & Company outlines the scope of services to acquire all easements. Crook & Company's fee is based upon an average cost per parcel of \$3650, for a total of \$10,950. As acquisitions and impacts are minor, the proposal does not include costs for independent appraisals and appraisal reviews. In the event independent appraisals are needed for condemnation, the additional services will be added to the agreement as a supplement.

Crook & Company has provided acquisition services to the Town for most of our capital projects over the years, and staff has always been pleased with their work.

FINANCIAL SECTION:

Project: 310-43910-990,
310-43100-276

<u>GCR/Watt Ped. Islands</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$195,000	\$10,950	\$16,000	\$168,050

Approved By: 

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

PROPOSED MOTION: Approval of proposal from Crook and Company for acquisition services for Right of Way at the Watt Road pedestrian crossing, with total fee of \$10,950.

BOARD ACTION:

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

VOTE/TOTALWILLIAMSMEYERPOVLINPINCHOKBURNETTE

YES

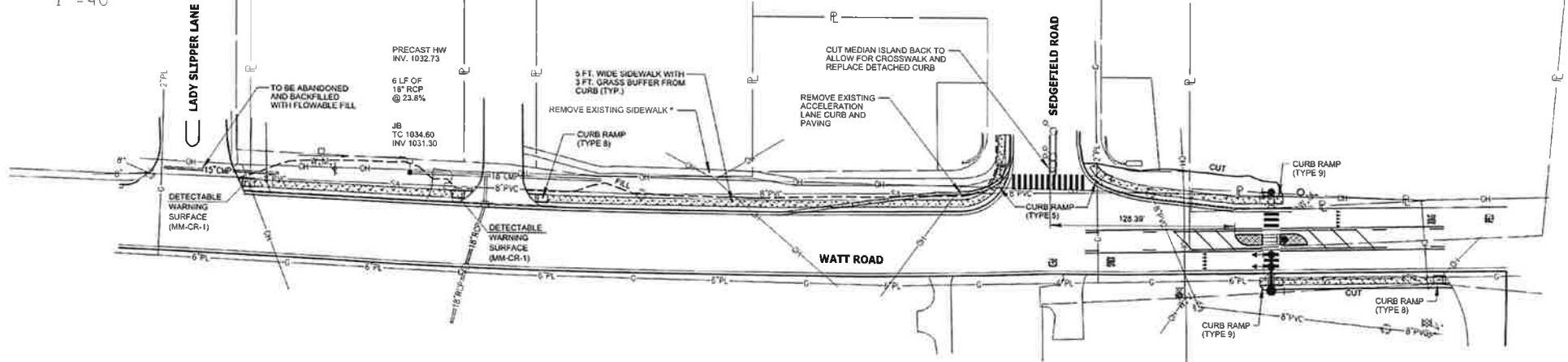
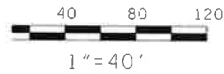
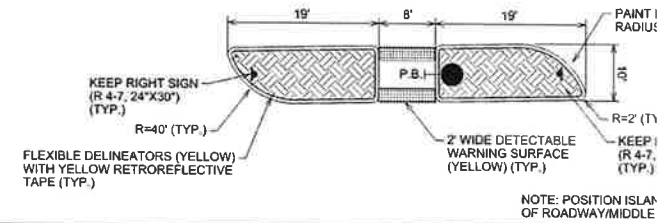
NO

ABSTAIN

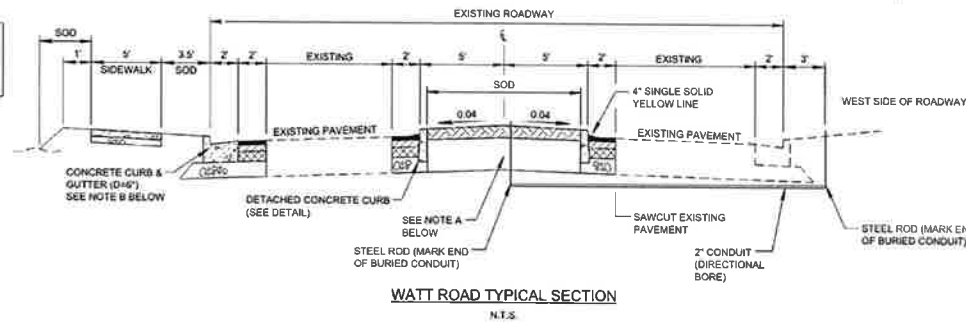
SEE SHEET 4 FOR PROPOSED FLASHERS, BEACONS,
SIGNING AND PAVEMENT MARKING

*THE CONTRACTOR SHALL BE REQUIRED TO
CONTACT TOWN OF FARRAGUT ENGINEER
DARRYL SMITH AT (865)966-7057 BEFORE
REMOVAL OF SIDEWALK AND SAWCUTTING
PAVEMENT.

DETAIL OF PEDESTRIAN ISLAND

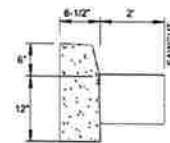


SURFACE - 1 1/4"
BINDER - 2"
BASE - 3"
STONE - 8"



NOTES:

- A. FOR THE ISLANDS TO BE SODDED, REMOVE THE EXISTING ASPHALT PAVEMENT AND EXCAVATE THE EXISTING STONE BASE TO A DEPTH OF 15" BELOW EXISTING GRADE. BORROW MATERIAL SHALL BE A NATURAL TOPSOIL BACKFILL TAKEN FROM THE KNOX COUNTY AREA AND APPROVED BY THE ENGINEER.
- B. INSTALLATION OF CONCRETE SHALL BE INCLUDED IN THE COST OF OTHER CONCRETE ITEMS.



ISLAND DETACHED CONCRETE CURB DETAIL

N.T.S.

NOTES:

- 1) REFER TO TDOT STD. DWG. RP-VC-10 FOR ALL DIMENSIONS AND DETAILS.
- 2) ALL CURB SHALL BE HAND-FORMED AGAINST THE PAVEMENT SAWCUT LINE. SLIP FORMING WILL NOT BE PERMITTED.
- 3) TO CALCULATE VOLUME OF CONCRETE: 1 LF CURB & GUTTER = 0.02950 CY CONCRETE.

FEATURE LEGEND

DESCRIPTION
PROPOSED SIDEWALK (SEE TDOT STANDARD, DRAWING MM-SW-1)
CURB RAMP (TYPE 5 TDOT STD. DWG. MM-CR-5)
CURB RAMP (TYPE 8 TDOT STD. DWG. MM-CR-8)
CURB RAMP (TYPE 9 TDOT STD. DWG. MM-CR-9)
YIELD LINE
LONGITUDINAL CROSSWALK
METAL STRAIN POLE
MAST ARM
SIGNAL HEAD (YELLOW FLASHER)

*TABLE WARNING SURFACES SHALL BE PLACED ON ALL CURB
IN COMPLIANCE WITH TDOT STD. DWG. MM-CR-1.

ALL COSTS OF THESE ESTIMATED QUANTITIES TO BE INCLUDED IN PRICE BID FOR ROADWAY ITEM NO. 203-30.02

FURNISHING & SPREADING TOPSOIL C.Y.	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING A TON	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2 TON	BITUMINOUS MATERIAL FOR PRIME COAT (PC) TON	BITUMINOUS MATERIAL FOR TACK COAT (TC) TON	SAW CUTTING ASPHALT PAVEMENT L.F.	ACS MIX (PG64-22) GRADING D TON	SPRAY THERMO PVMT MKNG (40 mil) (4IN LINE) L.M.	WATER (SEEDING & SODDING) M.G.	SODDING (NEW SOD) S.Y.
108	12.8	8.4	0.1125	0.0643	364	4.9	0.1	87	972

NO CHANGE IN COMPENSATION WILL BE MADE FOR NORMAL VARIATIONS IN ESTIMATED QUANTITIES.

REVISIONS	CANNON & C CONSULTING ENGINEERS TEL 865.670.8555 WWW.CANNON-CANNON.COM
CLIENT:	
PROJECT:	TOWN OF FARRAGUT
	FARRAGUT PEDESTRIAN ISLAND
	WATT ROAD SIDEWALK AND RAISED ISLAND
	DATE: _____ F.M.: _____ DRAWN: _____ C.C.: _____

TOWN OF FARRAGUT

PROFESSIONAL SERVICES AGREEMENT

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

Project: Watt Rd & Grigsby Chapel Rd Sidewalk Improvements

Location: Watt Rd & Grigsby Chapel Rd @ Lady Slipper Ln & Sedgefield Rd

Description of Project: Right of Way Acquisition, Consulting & Legal Services

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

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

2. **Compensation.** Client shall compensate Contractor for the Basic Services as follows: A lump sum fee of **\$10,950**, including reimbursable expenses. In addition, Client shall pay Contractor for additional services that may be requested by the Client beyond the Basic Services in accordance with the hourly rate schedule attached as **Attachment B** to this Agreement.

3. **Schedule.** Contractor shall begin work upon notification of approval of this Agreement by the Board of Mayor and Aldermen and shall complete the work by submitting the final deliverables on or before **October 31, 2019**. The schedule for the various meetings and presentations as outlined in the Basic Services shall be agreed upon by the Client and Contractor before beginning work.

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

5. **Time.** Contractor will perform its services in a timely manner commensurate with the exercise of due professional care which it acknowledges can be done consistent with the

schedule provided for in Paragraph 3. Time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond Contractor's control. If such delay or suspension extends more than six (6) months (cumulatively), Contractor's compensation shall be equitably adjusted; provided, however, such adjustment and amendment to this Agreement must be approved by the Board of Mayor and Aldermen before Client is bound.

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

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

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

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

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

workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.

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

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

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

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

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

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

15. **Indemnification.**

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

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

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

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

16. **Miscellaneous.**

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

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

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

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

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

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

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

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

CLIENT:

Town of Farragut

By: _____

Printed
Name: _____

Title: _____

Date: _____

CONTRACTOR:

Crook & Company

By:  _____

Printed
Name: Eddie D. Crook, Crook & Co.

Title: Owner

Date: 7-16-19

Crook & Company

*Real Estate Consultants
Right of Way Management*

July 17, 2019

Mr. Darryl Smith, P.E.
City Engineer - Town of Farragut
11408 Municipal Center Drive
Farragut, TN 37934

Re: Proposal for ROW Acquisition & Consulting Services
Watt Road & Grigsby Chapel Road,
Sidewalk Improvements - 3 Tracts
Town of Farragut, Knox County, Tennessee

Dear Mr. Smith:

Based on a review of the design plans prepared by Cannon & Cannon Inc, consulting engineers, we provide estimates for **acquisition and legal services** to purchase right of way and easements on the above referenced project.

Our proposal includes: (1) procurement of title reports, (2) preparation of offer to the owners based on an internal estimate like the NPP analysis used by TDOT. (Independent appraisals and appraisal reviews are not estimated to be necessary because of the minor acquisitions and overall minimal impact of the proposed project to the properties affected. Appraisals/Reviews may be required in the event condemnation is necessary or if the acquisition is more complex than anticipated. The added appraisal/valuation services required would be added in a supplemental contract agreement), (3) negotiations with owners or representatives, (4) coordination with and recommendations of settlement or condemnation to the Town of Farragut, (5) closing services including deed preparation and recording.

Costs related to unknown and unpredictable release charges, recording fees and extraordinary document preparation incurred by Tennessee Valley Title & Insurance Co., the closing agent will be invoiced, at cost, to the Town for any additional cost and are not included in the scope of our proposal.

In the event the negotiations do not result in a settlement and condemnation is necessary, an appraisal may have to be performed to estimate the value of the entire parcel to consider before and after values as dictated by the court system. Fees for updates and revisions will be negotiated with appraisers and review appraisers, at that time, and are not included in the scope of our proposal.

The Town of Farragut will provide any necessary property management services for acquired right of way and be responsible for clearing the right of way for construction after possession by deed or condemnation. It is further assumed that condemnation proceedings will be filed by the Town of Farragut attorney and Crook & Company will not be responsible for condemnation proceedings.

Post Office Box 52261, Knoxville, Tennessee 37950

Phone: 865.250.3365

Mr. Darryl Smith, P.E.
City Engineer - Town of Farragut
July 17, 2019
Page 2

The project is anticipated to require minimal acquisitions on three (3) properties. Our average fee per tract for acquisition services on the 3 parcels will be **\$3,650 or \$10,950. As stated in Item 1 above, Independent appraisals and appraisal reviews are not estimated to be necessary because of the minor acquisitions and overall minimal impact of the proposed project to the properties affected. In the event independent appraisals are required for condemnation or because the acquisition is more complex than anticipated, the added appraisal/valuation services would be added in a supplemental contract agreement.**

If the Town of Farragut agrees with our proposal, please signify by an authorized signature below and we will proceed as soon as appraisals and reviews are complete. If you have any questions or require additional information regarding this proposal, please do not hesitate to contact me. Thanks for the opportunity to provide our services.

Sincerely Yours,



Eddie D. Crook, MAI/SRA/AI-GRS
Managing Partner

Authorized by Town of Farragut

Date

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of Contract for an Employee Classification and Compensation Study

INTRODUCTION:

This item is postponed until the next meeting.

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of Resolution R-2019-04, Surplus Equipment

DISCUSSION:

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

- 2004 Vermeer Brush Chipper (BC1000)
- 2011 John Deere Gator

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

RECOMMENDATION BY:

Allison Myers, Town Recorder

PROPOSED MOTION:

To approve Resolution R-2019-04 , a resolution declaring certain town property to be surplus property.

BOARD ACTION:

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

<u>VOTE/TOTAL</u>	<u>BURNETTE</u>	<u>MEYER</u>	<u>PINCHOK</u>	<u>POVLIN</u>	<u>WILLIAMS</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____



TOWN OF FARRAGUT

RESOLUTION R-2019-04

A Resolution Declaring Certain Town Property to be Surplus Property.

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

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

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

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

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

- 2004 Vermeer Brush Chipper (BC1000)
- 2011 John Deere Gator

This Resolution is duly adopted by the Board of Mayor and Aldermen of the Town of Farragut on this 25th day of July 2019.

Ron Williams, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY:** Trevor Hobbs, Assistant to the Town Administrator**SUBJECT:** Resolution R-2019-05 authorizing the town to participate in the Public Entity Partners "Safety Partners" Matching Grant Program.**INTRODUCTION:** The Town's worker's compensation coverage provider, Public Entity Partners, offers an annual matching grant in the amount of \$1,500 for employee safety equipment and training.

The objective of the grant program is to help members purchase safety items designed to reduce workers compensation claims.

BACKGROUND: The Town currently has an excellent safety record that is due, in part, to the consistent use of safety equipment. In the last five years, there have been seventeen (17) OSHA recordable accidents resulting in four (4) days of lost work time. Much of our Public Works Department safety equipment is required by Tennessee Occupational Health and Safety (TOSHA) for employees performing their daily work tasks.**DISCUSSION:** Proper safety equipment can prevent employee injuries. Employee injuries may result in lost time from work, reduced efficiency, and increasing the worker's compensation premium. Most importantly, employee injuries negatively impact the employee. This grant will help purchase needed employee safety devices and equipment that can mitigate the safety hazard.

Public Entity Partners will match up to a maximum of \$1,500 that the town spends on approved safety devices and equipment with the maximum reimbursement based on a Priority Classification matrix. Additionally, the grant requires that the attached Resolution be passed by the governing body to authorize participation in the grant program and for the expenditure of funds for safety equipment. Expenditures for safety equipment are included in the Town's annual budget.

PROPOSED MOTION: Approval of Resolution R-2019-05.**BOARD ACTION:****MOTION BY:** _____ **SECONDED BY:** _____

<u>VOTE/TOTAL</u>	<u>BURNETTE</u>	<u>MEYER</u>	<u>PINCHOK</u>	<u>POVLIN</u>	<u>WILLIAMS</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____



Town of Farragut, Tennessee

RESOLUTION: R-2019-05

**A RESOLUTION BY THE BOARD OF MAYOR AND ALDERMEN OF THE
TOWN OF FARRAGUT AUTHORIZING THE TOWN TO PARTICIPATE IN
THE PUBLIC ENTITY PARTNERS'S "SAFETY PARTNERS" MATCHING
GRANT PROGRAM**

WHEREAS, the safety and well-being of the employees of the Town of Farragut is of the greatest importance; and

WHEREAS, all efforts shall be made to provide a safe and hazard-free workplace for the Town of Farragut employees; and

WHEREAS, The Public Entity Partners seeks to encourage the establishment of a safe workplace by offering a "*Safety Partners*" *Matching Grant Program*; and

WHEREAS, the Town of Farragut now seeks to participate in this important program.

NOW, THEREFORE, be it resolved by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee the following:

SECTION 1. That the Town of Farragut is hereby authorized to submit application for the "*Safety Partners*" *Matching Grant Program* through Public Entity Partners.

SECTION 2. That the Town of Farragut is further authorized to provide a matching sum for any monies provided by this grant.

Resolved this 25th day of July in the year 2019.

Ron Williams, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of proposed amendments to the Farragut Education Relations Committee, Parks and Athletics Council and the Visual Resources Review Board Charters

INTRODUCTION: At the Board of Mayor and Aldermen workshop July 11, 2019 the board requested that the Education Relations Committee, Parks and Athletics Council and the Visual Resources Review Board charters be amended. Proposed revisions are outlined below.

DISCUSSION: Attached are the current charters with suggested revisions.

Farragut Education Relations Committee

The Education Relations Committee suggested revisions were reviewed during a special called meeting of the Farragut Education Relations Committee on July 16, 2019. Proposed revisions are as follows:

- Revise ARTICLE II: PURPOSE to read as follows: The purpose of the committee shall be to connect the Town of Farragut with the educational institutions and youth in the Farragut community. Additionally, the committee will advise the Town Staff and Board of Mayor and Aldermen on school and student activities and achievements, youth leadership opportunities and community service opportunities, and other issues as directed by the elected body.
- Revise ARTICLE III: COMMITTEE by allowing for the appointment of two non-voting youth members and amending the term of each youth member to be up to two years
- Revise ARTICLE V: MEETINGS to have the committee meet monthly or as needed

Parks and Athletics Council

Addition of one voting member from the Board of Mayor and Aldermen

Visual Resources Review Board

Addition of one voting member from the Board of Mayor and Aldermen

RECOMMENDATION BY: Town Recorder/Treasurer Allison Myers for approval

PROPOSED MOTION: To approve the proposed amendments to the Farragut Education Relations Committee, Parks and Athletics Council and the Visual Resources Review Board Charters

BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

<u>VOTE/TOTAL</u>	<u>BURNETTE</u>	<u>MEYER</u>	<u>PINCHOK</u>	<u>POVLIN</u>	<u>WILLIAMS</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____



Farragut Education Relations Committee Charter

ARTICLE I: NAME

The name of this body shall be the **Farragut Education Relations Committee** (hereafter called the “committee”).

ARTICLE II: PURPOSE

The purpose of the committee shall be to connect the Town of Farragut with the education institutions and youth in the Farragut community. Additionally, the committee will advise the Town Staff and Board of Mayor and Aldermen on ~~issues related to education, school-related policy, school and student activities and achievements~~, youth leadership opportunities and community service opportunities, and other issues as directed by the elected body.

ARTICLE III: COMMITTEE

Section I. Number, Terms, Qualifications

The committee should consist of the Town Administrator or his/her designee, five (5) at large voting members, one (1) member of the Board of Mayor and Aldermen appointed annually on or around July 01 by the Board, and ~~one-two~~ (2+) non-voting youth members which will be selected and appointed by majority vote of the committee.

- The Town Administrator or his/her designee shall serve as an ex officio non-voting member of this committee and be responsible for providing Town Staff support to the committee as the Town Administrator deems appropriate.
- The at-large members of the committee shall be appointed for a term of two (2) years. Appointees shall be limited to two (2) terms on this committee. Members should hold committee membership until a successor is appointed.
- The non-voting youth member's term may be for ~~one fiscal year or less~~ up to two years depending on the youth member's availability. The non-voting youth members may be removed from the committee at any time by majority vote of the committee.

The main intent of this committee is to provide diverse review, collaboration, and recommendation on issues involving education/schools. To that end, the make-up and qualifications of the at large membership shall be diverse in background, education, and profession when possible. The at large members shall be a resident of the Town of Farragut and/or formally involved (either appointed or elected) with the Knox County School system.

Section II. Appointment

Except for the Town Administrator or his/her designee, and the non-voting youth members, all voting members of the committee shall be appointed by majority vote of the governing body.

Section III. Committee Responsibilities: The Committee shall:

- a. Be subordinate to the Board of Mayor and Aldermen.
- b. Annually establish committee goals and objectives for the upcoming year.
- c. Recommend guidance, policy, and procedures to the governing body related to education and engagement with education institutions and youth in the Farragut community.
- d. Review and make a recommendation to the Board of Mayor and Aldermen funding related to Knox County schools and other committee initiatives.
- e. Provide a verbal annual report to the Board of Mayor and Aldermen at the end of the calendar year (or as needed).
- f. Provide recommendations on appointments to the committee to the Board of Mayor and Aldermen.
- g. Annually review this charter and provide recommendations on changes to the Board of Mayor and Aldermen as appropriate.

Section IV. Attendance at Meetings

Voting members serve at the pleasure of the Board of Mayor and Aldermen and are expected to attend scheduled meetings. The term of any voting member shall expire on the second absence from the scheduled meetings during the fiscal year. Voting members may seek reappointment by the Board of Mayor and Aldermen.

Section V. Disclosure of Interests

A committee member who has any interest in any matter before the committee, that member shall disclose said interest in accordance with the adopted Town Ethics Ordinance. The Chairman shall make the determination on whether that member shall have a vote in said matter.

ARTICLE IV: OFFICERS

Section I. Officers

The officers of the committee shall be a chairman, vice-chairman, and secretary.

Section II. Nomination and Election of Officers

Any voting member may nominate any other voting member of the committee (other than the Town Administrator and Board member) to serve as an officer of the committee. Officers of the committee shall be elected by majority vote of the committee.

Section III. Terms of Officers

Officers of the committee shall be for a term of one (1) year commencing on July 1.

Section IV. Vacancies

A vacancy in office because of resignation, removal, or otherwise may be filled by majority vote of the committee for the unexpired portion of the term.

Section V. Chairman

The Chairman shall prepare agendas in collaboration with the Town Administrator or his/her designee, preside at all meetings of the committee in accordance with Roberts Rules of Order, call special meetings of the committee, have the authority to cancel called meetings of the committee, provide the annual report to the Board of Mayor and Aldermen, report as requested by the Board of Mayor and Aldermen, and appoint a sub-committee of the committee as needed.

Section VI. Vice Chairman

In the absence of the Chairman, the Vice Chairman shall perform the duties of the Chairman.

Section VII. Secretary

The Secretary shall record and maintain accurate records and minutes of the proceedings of the committee.

ARTICLE V: MEETINGS

Section I. Regular Meetings

The committee shall meet bi-monthly (~~every other month~~) or as needed at Town Hall with the time and date to be determined by the committee. The committee shall determine and publish on the Town website and Town Hall community board the upcoming year's meeting schedule on or around July 1.

Section II. Quorum

A quorum shall consist of a majority of the voting committee members present upon calling of the roll at any meeting.

Section III. Special Meetings

Special meetings may be called by the Chairperson or by simple majority of the committee. Notice of a special meeting may be served by delivering it to the committee members in person, by phone number of record or by email of record, at least 24 hours prior to the special meeting.

Section IV. Length of Meetings

Committee meetings shall not be more than two (2) consecutive hours in duration except that a meeting may be extended by thirty (30) minute intervals by majority vote of the committee.

Section V. Procedures

All meetings shall be held in accordance with Roberts Rules of Order and the Tennessee Open Meetings Act

ARTICLE VI: AMENDMENTS

This Charter may be amended at any time by committee recommendation to the Board of Mayor and Aldermen or at the sole discretion of the Board of Mayor and Aldermen.



Farragut Parks and Athletics Council Charter

The Farragut Parks and Athletics Council is to advise and assist the Town of Farragut, its citizens and its staff in park and athletic activities. The council will serve as an advocate for park and athletic issues in the Town's decision-making process and provide guidance and support in implementing actions that promote parks, athletics and recreational activities for citizens of the Farragut community.

The Town of Farragut has a goal to encourage healthy physical activity for residents of all ages by identifying, providing, utilizing and expanding quality recreational facilities. These facilities should provide a backdrop for activities that provide rich and diverse recreational opportunities for the citizens of the Farragut community that enhance the quality of life in the Town of Farragut. The Farragut Parks and Athletics Council shall support the Farragut Board of Mayor and Aldermen, the Town staff and the citizens of Farragut in achieving these goals.

The council shall:

- promote the Town of Farragut parks and recreation and encourage citizen participation;
- review and/or recommend policies and procedures that encompass recreational activities, athletics and facilities;
- review policies and make recommendations regarding fees, services, charges and fines related to program activities, facilities and equipment provided by the Town;
- review and approve the utilization of facilities including field use;
- make recommendations regarding acquisition, sale, design, improvement, maintenance, operations and scheduling of facilities/equipment provided by the Town;
- contribute to continuous feedback and make recommendations to both the Parks and Leisure Services Department and the Town of Farragut;

The council will consist of nine at large voting members appointed by the Farragut Board of Mayor and Aldermen, and one voting member from the Board of Mayor and Aldermen appointed by the Board of Mayor and Aldermen, and shall abide by the by-laws approved by the Farragut Board of Mayor and Aldermen. Additionally, the committee may appoint one (1) non-voting youth member to serve as outlined in the adopted by-laws. All council members shall abide by the by-laws as approved by the Farragut Board of Mayor and Aldermen.

The voting members of the committee shall be appointed for a term of two (2) years. Voting members shall be limited to two (2) terms on this committee. Years of service served prior to July 1, 2019 shall not count in determining years of service.

Meetings of the council will be held monthly. The council is requested to provide copies of their minutes to the Board. By the end of June each year, the committee is to provide the Farragut Board of Mayor and Aldermen with an annual report on the status of their goals and objectives.

Voting members serve at the pleasure of the Board of Mayor and Aldermen and are expected to attend scheduled meetings. The term of any voting member shall expire on the third absence from the scheduled meetings during the fiscal year. Voting members may seek reappointment by the Board of Mayor and Aldermen.

The Town staff will support the council by providing background and research and attending meetings.

It is specifically noted that the Town has a council or committee that is responsible for each of these areas: arts, beautification and heritage. It is expected that, where appropriate, the Farragut Parks and Athletics Council and these committees will be mutually supportive.

This charter was approved by the Farragut Board of Mayor and Aldermen.



Visual Resources Review Board (VRRB)

Charter

The Farragut Visual Resources Review Board is to advise and assist the Town of Farragut (Town), its citizens, and its staff in promoting the beauty and attractiveness of the community. The Board will serve as an advocate for aesthetic-related goals in the Town's decision making process and will provide guidance and support in implementing actions that promote the beautification of the Farragut community.

The Board shall:

Make recommendations regarding signs, landscape plans, and proposed ordinance modifications which would relate to community beautification;

Recommend annual and long-range Town goals which promote the beautification of the community;

Consult with staff and the community on issues related to community beautification; and

Recommend measures which would encourage a greater commitment to and appreciation of the Town's interest in high quality, aesthetically-pleasing developments.

The Board will consist of seven (7) at large voting members ~~appointed by the Farragut Board of Mayor and Aldermen~~ and one (1) voting member from the Farragut Board of Mayor and Aldermen. ~~All members will be appointed by the Board of Mayor and Aldermen—Voting members~~ and are appointed to a two-year term and may be re-appointed. The voting membership will be comprised of three officers: the chairman, vice-chairman, and secretary. Election of officers will be conducted at the annual meeting in August. Additionally, the Visual Resources Review Board may appoint one (1) non-voting youth member by majority vote of its voting membership. The non-voting youth member's term may be for one calendar year or less depending on the youth member's availability. The non-voting youth member may be removed from the Visual Resources Review Board at any time by majority vote of its voting membership.

Approved May 27, 1999, revised July 8, 2010, Revised December 10, 2015, January 24, 2019

Meetings of the Board will be held monthly and minutes are to be provided to the Farragut Board of Mayor and Aldermen. At least four (4) voting members of the VRRB shall constitute a quorum.

Voting members serve at the pleasure of the Board of Mayor and Aldermen and are expected to attend scheduled meetings. The term of any voting member shall expire on the third absence from the scheduled meetings during the fiscal year. Voting members may seek reappointment by the Board of Mayor and Aldermen.

The Town staff will support the Board by providing information, attending meetings, and helping facilitate Board-sponsored objectives.

This charter was approved by the Farragut Board of Mayor and Aldermen on July 8~~25~~, 201~~09~~.

Ron Williams
Mayor

Allison Myers
Town Recorder