

BMA MEETING MINUTES February 10, 2022

Roll Call

Mayor Williams called the meeting to order at 6:00 PM. Roll Call for attendance: Alderman Burnette, yes; Alderman Meyer, yes; Alderman Povlin, yes; Alderman Pinchok, yes; Mayor Williams, yes; in addition to staff and members of the press.

Approval of Agenda

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

Approval of Minutes

Motion was made to approve the minutes of January 27, 2022, as presented. Moved by Alderman Pinchok, seconded by Alderman Povlin; voting yes; Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays; motion passed.

Mayor's Report

Mayor Williams announced the following:

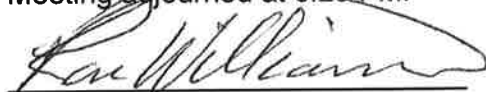
- David Smoak, Town Administrator, has been with the Town for 12 years
- Campbell Station Road/I-40 Interchange is being funded by the State of Tennessee
- Mike Walker, with Rural Metro, address the board and distributed information
- Julie Blalock, Farragut/West Knox Chamber, gave a monthly overview of activities

Business Items

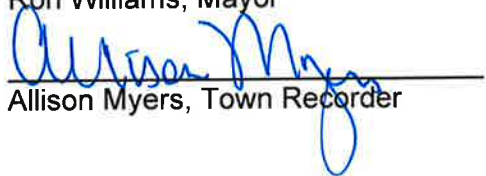
Approval of Professional Services Agreement from LDA Engineering, Inc. for Design of the Little Turkey Creek Greenway, Brookmere to Sheffield

Motion was made to approve the agreement with LDA Engineering, Inc., not to exceed \$62,500, for design of Little Turkey Creek Greenway, Brookmere to Sheffield. Moved by Alderman Meyer, seconded by Alderman Povlin; voting yes; Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays; motion passed.

Meeting adjourned at 6:23 PM.



Ron Williams, Mayor



Allison Myers, Town Recorder



FARRAGUT BOARD OF MAYOR AND ALDERMEN
Farragut Town Hall
11408 Municipal Center Drive

AGENDA
February 10, 2022

BEER BOARD
5:55 PM

BMA MEETING
6:00 PM

- I. Roll Call**
- II. Approval of Agenda**
- III. Approval of Minutes**
 - A. January 27, 2022
- IV. Mayor's Report**
- V. Business Items**
 - A. Approval of Professional Services Agreement from LDA Engineering, Inc. for Design of the Little Turkey Creek Greenway, Brookmere to Sheffield
- VI. Town Administrator's Report**
- VII. Town Attorney's Report**
- VIII. Citizens Forum**

This meeting can be viewed live on the Farragut YouTube Channel and the Town of Farragut website www.townoffarragut.org/livestream.
The meeting will be held at the Farragut Town Hall, 11408 Municipal Center Drive

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, natural origin, gender, gender identity, sexual orientation, age, religion, disability or veteran status 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

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

At the end of each business 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 Recorder 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;
2. Any Farragut resident 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 Recorder or a staff member;
3. Speakers shall come to the podium and identify themselves by name and street address;
4. Public comment shall be limited to five (5) minutes per individual. Time for public comment may be amended at the discretion of the Mayor. Time is not transferable to other speakers;
5. Speakers should strive to avoid redundancy; each speaker should have their own original viewpoint;
6. Comments shall address issues, not individuals or personalities;
7. Comments may support or oppose 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.

Each speaker will be asked if they can agree to abide by the Comment Protocol. If so, please be prepared to speak when your name is called.



FARRAGUT BEER BOARD

February 10, 2022

5:55 PM

I. Approval of Minutes

A. December 9, 2021

II. Beer Permit Request

A. Approval of Class 6, Special Occasion Beer Permit for Southern Tequila & Taco Festival, April 29, 2022

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FARRAGUT BEER BOARD MINUTES

**December 9, 2021
5:45 PM**

Alderman Pinchok, Chairman called the meeting to order at 5:45 PM. Member present; Mayor Williams, Alderman Burnette, Alderman Meyer, Alderman Pinchok and Alderman Povlin.

Approval of Minutes

Motion was made to approve the minutes of October 28, 2021, as presented. Moved by Mayor Williams, seconded by Alderman Meyer; voting yes, Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays; motion passed.

Beer Permit Request

Approval of Class 1, On-Premise Beer permit for Pin Thai, 723 N. Campbell Station Road

Motion was made to approve a Class 1, On-Premise Beer permit for Pin Thai, 723 N. Campbell Station Road. Moved by Alderman Povlin, seconded by Alderman Meyer; voting yes, Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays; motion passed.

Approval of Class 5, Off-Premise Beer Permit, Casey's Store #4049, 701 N. Campbell Station Road

Motion was made to approve a Class 5, Off-Premise Beer Permit, Casey's Store #4049, 701 N. Campbell Station Road. Moved by Alderman Povlin, seconded by Alderman Meyer; voting yes, Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays; motion passed.

Approval of Class 5, Off-Premise Beer Permit, Casey's Store #4037, 13061 Kingston Pike

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Motion was made to approve a Class 5, Off-Premise Beer Permit, Casey's Store #4037, 13061 Kingston Pike. Moved by Alderman Povlin, seconded by Alderman Meyer; voting yes, Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays; motion passed.

Ron Pinchok, Chairman

Allison Myers, Town Recorder

REPORT TO THE BEER BOARD

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of Class 6, Special Occasion Permit for Remote Area Medical Southern Tequila & Taco Festival, April 29, 2022.

DISCUSSION:

The Remote Area Medical is planning a Southern Tequila & Taco Festival and is requesting a special event beer permit. The Town's Municipal Code governing special occasion beer permits is below.

Sec. 8-212. - Special occasion beer permit.

The special occasion beer permit request shall be made on such form as the board shall prescribe and/or furnish and shall be accompanied by a non-refundable application fee of one hundred dollars (\$100.00).

- (1) The beer board is authorized to issue a special occasion beer permit to bona fide charitable or nonprofit organizations for special events.
- (2) The special occasion beer permit shall not be issued for longer than one (1) forty-eight-hour period, unless otherwise specified by the beer board, subject to the limitations on the hours, imposed by law.
- (3) The application for the special occasion beer permit shall state whether the applicant is a charitable or nonprofit organization, include documents showing evidence of the type of organization, and state the location of the premise upon which alcoholic beverages shall be served and the purpose for the request of the license.
- (4) For purposes of this section:
Bona fide charitable or nonprofit organization means any corporation or other legal entity which has been recognized as exempt from federal taxes under section 501(c) of the Internal Revenue Code.
- (5) No charitable or nonprofit organization possessing a special occasion beer permit shall purchase, for sale or distribution, beer from any source other than a licensee as provided pursuant to state law.
- (6) Failure of the special occasion permittee to abide by the conditions of the permit and all laws of the State of Tennessee and the Town of Farragut will result in a denial of a special occasion beer permit for the sale of beer for a period of two (2) years.

The Remote Area Medical is a nonprofit organization and is requesting the permit for April 29, 2022.

RECOMMENDATION BY:

Allison Myers, Town Recorder, for approval.

PROPOSED MOTION:

Motion to approve the special occasion beer permit for the Remote Area Medical Southern Tequila & Taco Festival, April 29, 2022.

BOARD ACTION:

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

APPLICATION FOR BEER PERMIT

STATE OF TENNESSEE

TOWN OF FARRAGUT

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

1. Reason for application: New Business ____ New Ownership ____ Name Change ____ Other x
2. Type of permit requested, please circle all that apply:

Class 1 On-Premise

Class 2 On-Premise, Other

Class 3 On-Premise, Hotel/Motel

Class 4 On-Premise, Tavern

Class 5 Off-Premise

Class 6, Special Occasion

3. Name of Applicant(s) (Owner(s) of Business) Remote Area Medical, Inc. ,Donald Mackay, CFO

4. Type of applicant (check one):
Person ____ Firm ____ Corporation X Joint-Stock Company ____ Syndicate ____ Other ____

5. List all persons, firms, corporations, joint-stock companies, syndicates, or associations having at least a 5% ownership interest in the business:

n/a

6. Applicant's present home address:

2200 Stock Creek Blvd., Rockford, TN 37853

7. Date of Birth _____ Home Telephone Number _____
Business Telephone Number 865-579-1530 Social Security Number _____

8. Representative Email Address: Donmackay@ramusa.org

9. Under what name will the business operate? same

10. Business address 2200 Stock Creek Blvd., Rockford TN 37853
Business Telephone number _____

11. Specify the identity, email and physical address of the person to receive annual privilege tax notices and any other communication from the Town:

Donald Mackay, donmackay@ramusa.org, 2200 Stock Creek Blvd., Rockford TN 37853

12. Information of any manager, other than the applicant:

Name: _____ Birth Date: _____

Address: _____

Phone Number: _____

13. Has any person having at least a 5% ownership interest, any of the managers, or any other employee of the business, been convicted of any violation of the beer or alcoholic beverage laws or any crime within the last ten (10) years: ____ Yes X No. If yes, give particulars of each charge, court, and date convicted.

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

15. Name and address of property owner, if other than the business owner:

16. What is the name and address of the Church (or other place of worship) nearest to your business?

17. What is the name and address of the school nearest to your business?

18. Special Occasion Event Name: Southern Tequila & Taco Festival

Location of the special occasion event: 11534 Parkside Dr. Farragut, TN 37934

Event Date & Times: April 29, 2022 - 5pm until 9pm

Representative name & phone number: Chris Hall, 865-254-5543

Have you received a special event permit to hold the event in the Town of Farragut? applied for

19. Tennessee Sales Tax Number: _____

20. Town of Farragut Business License Number _____

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

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

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

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

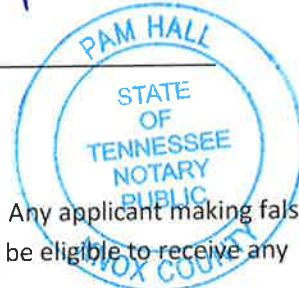


Signature of Applicant/Owner (or authorized Corporate Official)

Sworn to and subscribed before me this 21st day of January, 2022


Notary Public

My Commission Expires October 7, 2024



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

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

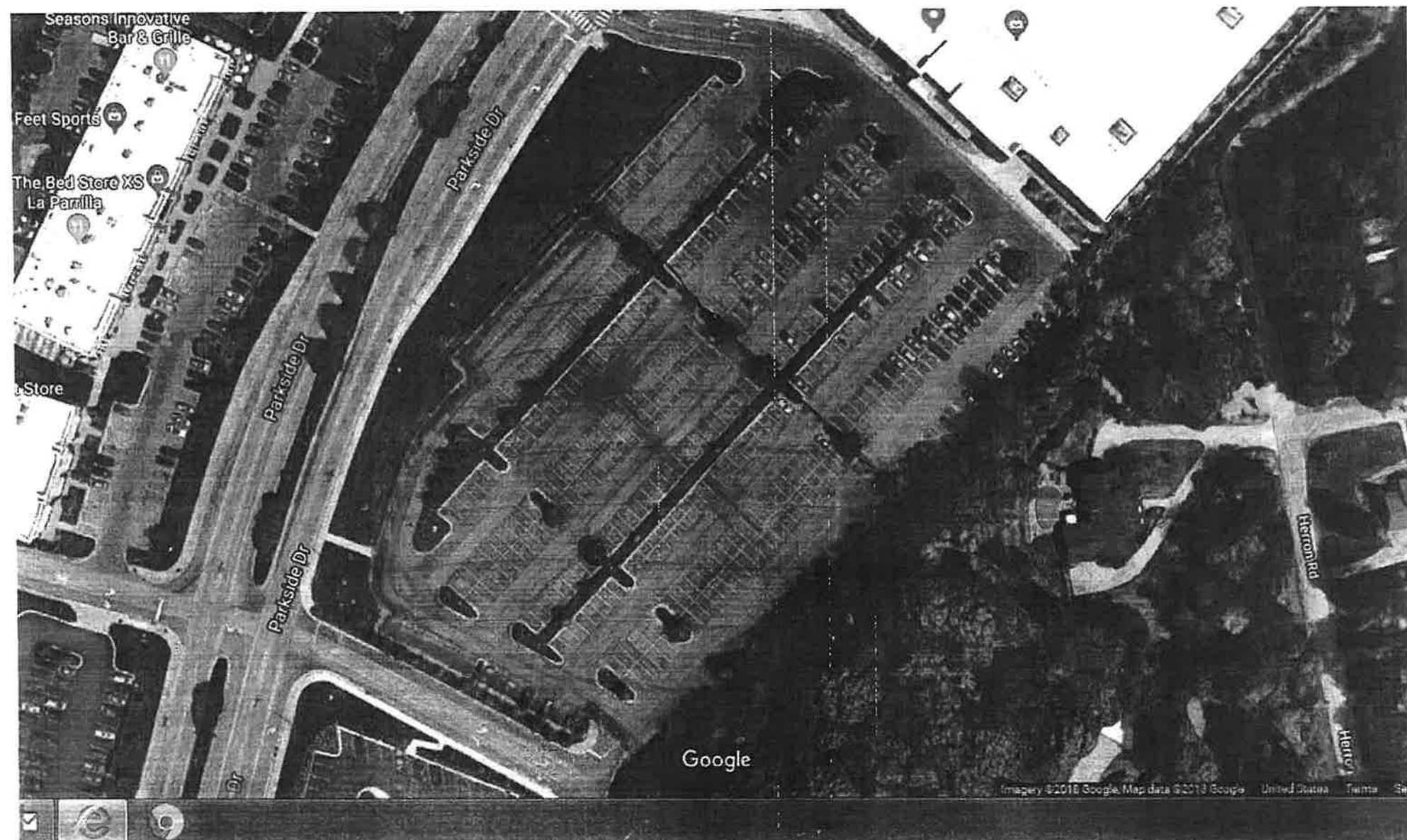
FOR OFFICE USE ONLY	
Application is hereby: Approved _____	Denied _____
On this date: _____, 20__	
_____ Beer Board Chairman	_____ Town Recorder

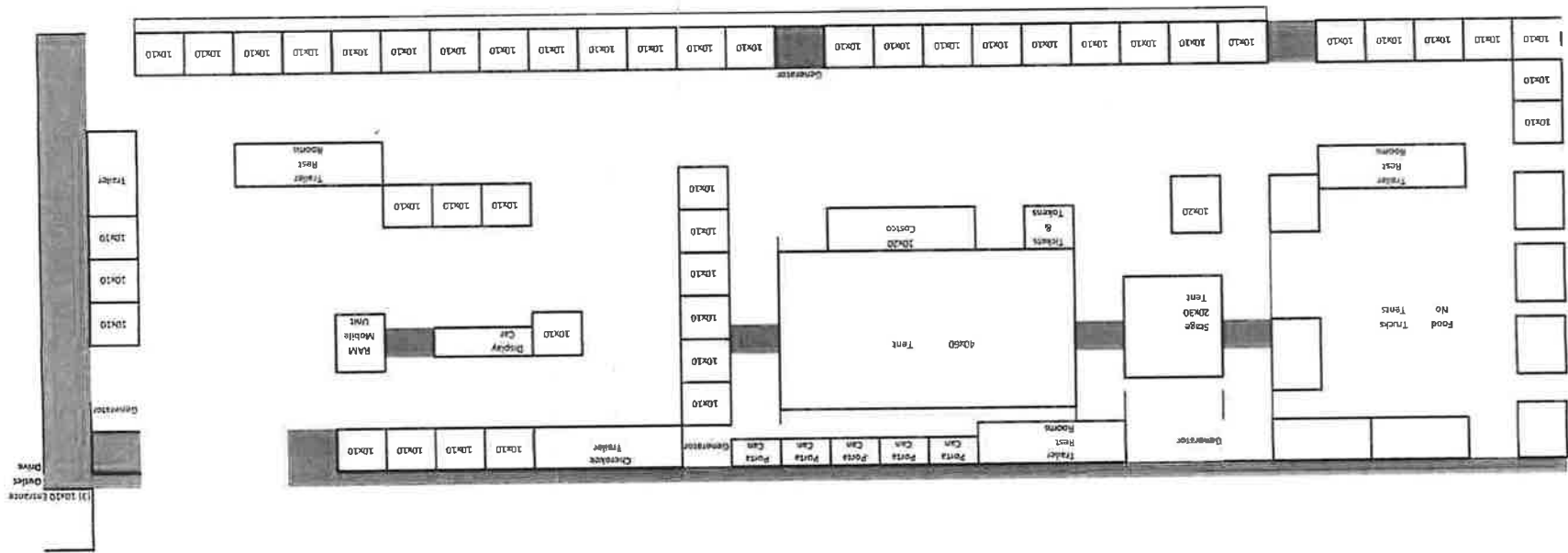
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BMA MEETING MINUTES **January 27, 2022**

WORKSHOP MINUTES

Action Plan for the Farragut Parks and Recreation Master Plan 2022-2032

Sue Stuhl, presented information related to the Action Plan for the Farragut Parks and Recreation Master Plan 2022-2032

BMA MEETING MINUTES

Roll Call

Mayor Williams called the meeting to order at 6:00 PM. Roll Call for attendance: Alderman Burnette, yes; Alderman Meyer, yes; Alderman Povlin, yes; Alderman Pinchok, yes; Mayor Williams, yes; in addition to staff and members of the press.

Approval of Agenda

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

Approval of Minutes

Motion was made to approve the minutes of January 13, 2022, as presented. Moved by Alderman Povlin, seconded by Alderman Burnette; voting yes; Mayor Williams, Alderman Burnette, Pinchok and Povlin; Alderman Meyer abstained; no nays; motion passed.

Mayor's Report

Mayor Williams thanked the Public Works crew for maintaining the roads during the snow event.

Ordinance

Public Hearing and Second Reading

Ordinance 21-20, an ordinance to amend the Farragut Municipal Code, Appendix A – Zoning, Chapter 4., Section XIII. – Outdoor site lighting, to create new provisions and update and organize existing provisions (Town of Farragut, Applicant)

Motion was made to approve Ordinance 21-20 on second and final reading. Moved by Alderman Povlin, seconded by Alderman Pinchok; roll call vote: Alderman Burnette, yes; Alderman Meyer, yes; Alderman Povlin, yes; Alderman Pinchok, yes; Mayor Williams, yes; no nays; motion passed.

Town Administrator's Report

David Smoak, Town Administrator announced that the Town had received the Distinguished Budget Presentation Award for Fiscal Year 2022 budget.

Meeting adjourned at 6:12 PM.

Ron Williams, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Brannon Tupper, PE

SUBJECT: Approval of Professional Services Agreement from LDA Engineering, Inc. for Design of the Little Turkey Creek Greenway, Brookmere to Sheffield

INTRODUCTION: The purpose of this item is the approval of a proposal for final design of a greenway connection along Little Turkey Creek from the Brookmere Subdivision to the Sheffield Subdivision.

BACKGROUND: The Town's FY2022 Capital Investment Program includes funding for design and acquisition of easements for a greenway connection along Little Turkey Creek between the Brookmere and Sheffield subdivisions. Once completed, this project will provide a critical greenway connection for the Town's strategic goal of providing excellent parks, recreation, cultural amenities and programs.

The attached proposal from LDA Engineering outlines the scope of services for preparation of final right of way and construction plans for the project with a not-to-exceed limit of \$62,500.00. This includes:

- \$51,000 – Base contract for design services
- \$7,500 – Provide no-rise certification if needed based on impact analysis for the floodplain
- \$4,000 – Provide construction administration support as needed

Once plans are completed in Summer of 2022, we will acquire the necessary easements for the project to proceed to construction in FY2023.

LDA Engineering proposed an experienced civil engineer-led team to the request for qualifications for on-call park and pedestrian facilities design. With this segment of greenway being topographically challenging, and the firm's experience with design of similar projects in the area, staff is pleased to recommend LDA Engineering for design of this project.

FINANCIAL SECTION:

Project: Little Turkey Creek Greenway, Brookmere to Sheffield			
<u>Project Budget</u>	<u>Requested Amount</u>	<u>Contracted to Date</u>	<u>Remaining Amount</u>
\$240,000.00	\$62,500.00	\$120,000	\$57,500.00
Approved By: <u>A. Myers</u>			

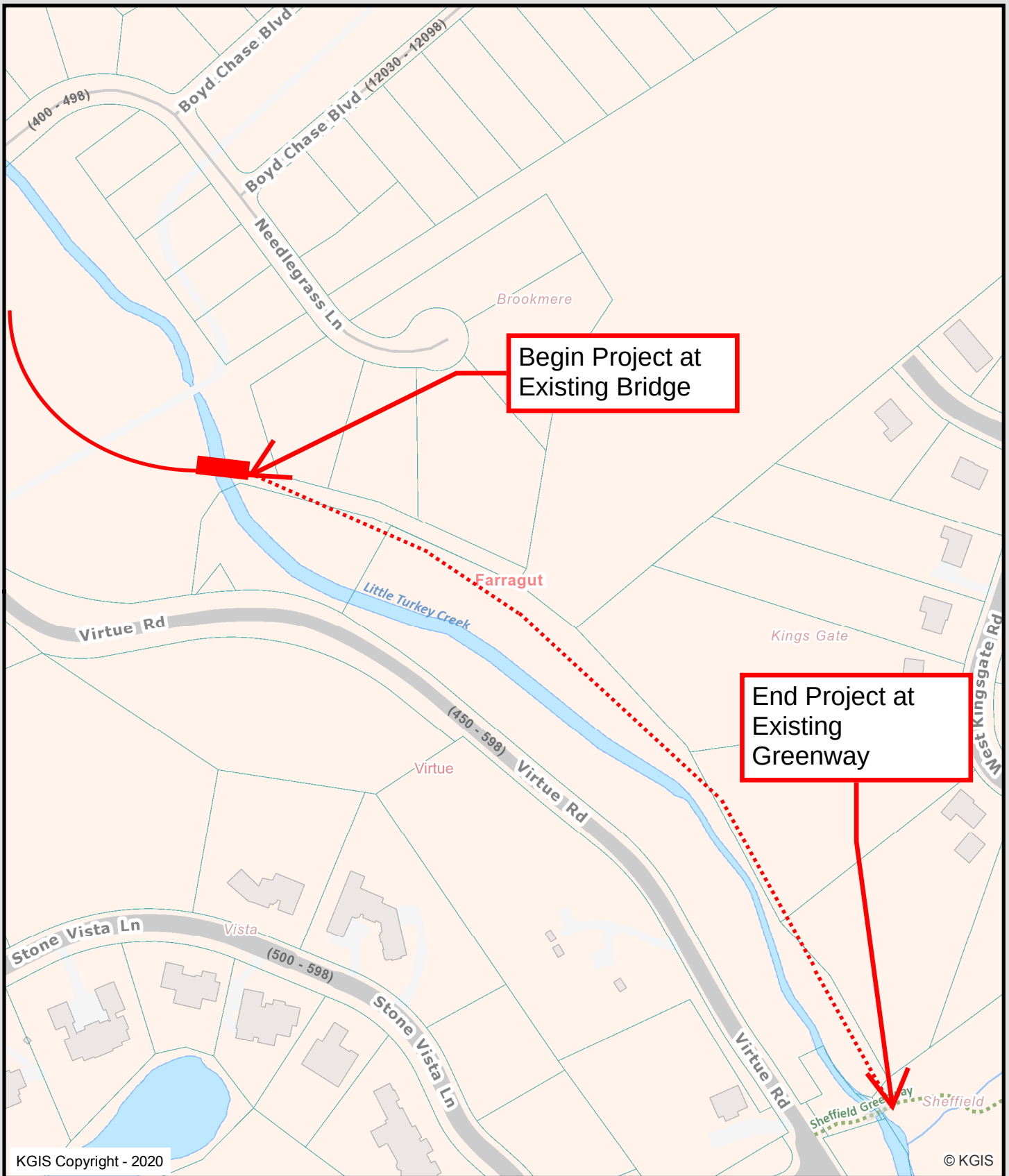
RECOMMENDATION BY: Brannon Tupper, Assistant Town Engineer

PROPOSED MOTION: Approval of professional services agreement with LDA Engineering, Inc., for design of Little Turkey Creek Greenway, Brookmere to Sheffield.

BOARD ACTION:

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

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



Little Turkey Creek Greenway

Brookmere to Sheffield

Knoxville - Knox County - KUB Geographic Information System



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TOWN OF FARRAGUT
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made by and between **Town of Farragut** (“Client”) and **LDA Engineering, Inc.** (“Contractor”) for professional services for the assignment described as follows:

Project: Little Turkey Creek Greenway Connection

Location: Brookmere to Sheffield Greenway Connector

Description of Project: 1,400 feet of 8’ wide asphalt greenway

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 not-to-exceed fee of \$62,500.00, 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 December 31, 2022. 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:

LDA Engineering, Inc.

By:  _____

Printed
Name: _____ Jason Elliott _____

Title: _____ Principal Engineer _____

Date: _____ 01/28/2022 _____

ATTACHMENT A

January 27, 2022

Mr. Brannon Tupper, P.E.
Town of Farragut, Engineering Department
11408 Municipal Center Drive
Farragut, Tennessee 37934

Reference: Proposal for Professional Services
Little Turkey Creek Greenway Connection

Dear Brannon,

We appreciate the opportunity to work with the Town of Farragut on this project. Below is our proposal to provide engineering and surveying services related to the design of the project.

PROJECT DESCRIPTION

The Little Turkey Creek Greenway Connection project consists of approximately 1,400 linear feet of new greenway (8' asphalt) between the Brookmere Subdivision and the Sheffield Greenway Connector.

This is a locally funded project. TDOT Standard Drawings and Specifications will be the governing guidelines for engineering and design. Other standards may include ADA, MUTCD, AASHTO, and FHWA publications.

SCOPE OF SERVICES

Task 1 – Topographic and Boundary Survey

- A. Conduct a topographic survey along the proposed greenway alignment. Field survey topography, utilities, trees $\geq 6"$ diameter, property corners, and any other notable features.
- B. Integrate GIS mapping and create comprehensive base maps for the design process.
- C. Research deeds and plats to establish existing right-of-way and property lines.
- D. Provide legal descriptions and exhibits to acquire easements for up to five parcels.

Task 2 – Engineering and Design

- A. Prepare construction plans, specifications, and cost estimates (PS&E).
- B. Submit PS&E for review and comment at 30% (Preliminary), 60% (Right-of-Way), and 100% (Construction). Incorporate review comments into final construction documents.
- C. Continuous coordination with Town staff to ensure all expectations and project needs are being met. Attend Board meetings and progress meetings with Staff, as needed.
- D. Specific design elements/tasks are to include the following:

1. All sections of the greenway will meet or exceed ADA requirements.
2. Open ditch drainage system on the high side of the greenway with cross drains that outfall to Little Turkey Creek.
3. Utilities coordination as needed. Preliminary investigation revealed an adjacent sanitary sewer line (FUD).
4. Small retaining walls, as needed, to minimize grading limits and easements.
5. Pedestrian/bicyclist safety rails to protect drop-offs and ramps (>5% to 8% longitudinal grade) of significant length.
6. Two-phase Erosion Prevention and Sediment Control Plan (area of disturbance = 1-5 acres).

Task 3 – Permitting / Environmental

- A. Prepare and submit applications for all required project permits. We anticipate one permit.
 1. TDEC General Stormwater permit and Notice of Coverage (NOC)
- B. Coordinate with agencies to address comments and obtain permit approval.
- C. No Impact Analysis for natural floodplain – verification that the storage capacity in the flood fringe (one-half the linear distance between the exterior line of the floodway line and the exterior line of the 500-year floodplain line) is either (1) not altered in any way, or (2) mitigated by removal of similar volume of floodplain soil elsewhere on the site.

Task 4 – Bidding

Provide services to assist in obtaining construction bids, to include the following:

- A. Assemble bid documents and draft bid advertisement.
- B. Attend a pre-bid meeting and respond to bidders' questions.
- C. Prepare addenda to original bid documents.
- D. Attend the bid opening.
- E. Prepare a bid tabulation and recommendation for award of contract.

Task 5 – No-Rise Certification (Hourly Not to Exceed)

This is in the event that Task 3-C results in the need for a formal No-Rise Study and Certification.

Task 6 – Construction Administration (Hourly not to Exceed)

Upon request, LDA will provide construction administration services such as attending a preconstruction meeting, shop drawing and RFI reviews, attending and documenting progress meetings, answering contractor questions, site visits, and pay estimate reviews.

ESTIMATED SCHEDULE (DAYS TO COMPLETE)

- Field Survey and Base Mapping – 30 days from Notice to Proceed
- Preliminary PS&E – 30 days from completion of survey
- Right-of-Way PS&E – 45 days from completion of Preliminary Review
- Construction PS&E and Permitting– 60 days from completion of Right-of-Way review and approval of proposed easements

- Permitting – Concurrent with Construction PS&E (excludes No-Rise Certification, if required)
- Bidding Services – Dependent on duration of actual bid period and bid approval by Board, estimated at 60 days from approval of final Construction Documents

EXCLUDED SERVICES

Although not a complete list of services to be excluded from this proposal, the following services are specifically excluded:

- Lighting design
- Landscape design
- Right-of-way acquisition, appraisals, and appraisal review
- NEPA documentation
- Construction engineering and inspection

PROJECT FEES

The estimated fees associated with each task are listed below. The actual compensation will not exceed the estimated total for all tasks unless approved in advance by the client.

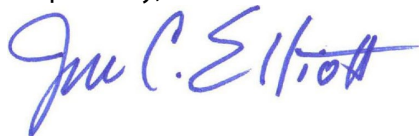
Task 1: Topo and Boundary Survey	\$ 10,800.
Task 2: Engineering and Design	\$ 31,700.
Task 3: Permitting / Environmental	\$ 6,000.
Task 4: Bidding	\$ 2,500.
Base Contract	\$ 51,000.

Hourly Not-to-Exceed Tasks

Task 5: No-Rise Certification	\$ 7,500.
Task 6: Construction Administration	\$ 4,000.
Total Contract	\$ 62,500.

If all conditions of this proposal are acceptable, please sign below for authorization to proceed.
Thank you again for this opportunity.

Respectfully,



Jason C. Elliott, P.E.
Principal Engineer

ACCEPTANCE OF PROPOSAL AND AUTHORIZATION TO PROCEED

By: _____

Date: _____



LDA ENGINEERING

ATTACHMENT B

LDA 2021 Billing Rates

JOB CLASSIFICATION	BILLING RATE	
Chief Engineer/Executive Engineer/SVP	\$	225.00
Managing Engineer	\$	195.00
Senior Project Manager	\$	225.00
Project Manager	\$	185.00
Civil-Environmental Engineer/Scientist V	\$	225.00
Civil-Environmental Engineer/Scientist IV	\$	175.00
Civil-Environmental Engineer/Scientist III	\$	155.00
Civil-Environmental Engineer/Scientist II	\$	135.00
Civil-Environmental Engineer/Scientist I	\$	215.00
Electrical Engineer II	\$	225.00
Electrical Engineer I	\$	155.00
GIS Professional/Registered Land Surveyor I	\$	145.00
GIS/CADD IV	\$	115.00
GIS/CADD III	\$	105.00
GIS/CADD II	\$	85.00
GIS/CADD I	\$	65.00
Field Technician V (Survey Crew Chief)	\$	105.00
Field Technician IV (Survey Crew Technician IV)	\$	95.00
Field Technician III (Survey Crew Technician III)	\$	85.00
Field Technician II (Survey Crew Technician II)	\$	75.00
Field Technician I (Survey Crew Assistant)	\$	65.00
Project Administrator II	\$	75.00
Project Administrator I	\$	65.00