



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

AGENDA
September 8, 2022

Boyd Foundation Dog Park Dash Presentation
McFee Park 5:00 PM

BMA MEETING
6:00 PM

- I. Roll Call**
- II. Approval of Agenda**
- III. Approval of Minutes**
 - A. August 25, 2022
- IV. Mayor's Report**
 - A. Daughters of the American Revolution & Constitution Week Proclamations
 - B. Farragut Municipal Planning Commission Appointments
- V. Business Items**
 - A. Approval of Resolution R-2022-12 Authorizing the town to participate in the Public Entity Partners Safety Partners Matching Grant Program
 - B. Approval of Resolution R-2022-13 Authorizing the town to participate in the Public Entity Partners James L. Richardson Driver Safety Matching Grant Program
 - C. Approval of Resolution R-2022-14 Authorizing the town to participate in the Public Entity Partners Property Conservation Matching Grant Program
 - D. Approval of Resolution R-2022-15, Declaring Certain Town Property as Surplus Property
 - E. Approval of Appointments to various Town Committees
 - F. Approval of Professional Services Agreement from Crook & Company for Acquisition of Easements for Little Turkey Creek Greenway Extension

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

- G. Approval of Change Order 10, Contract 2020-12, McFee park Phase 3 for Final Project Closeout
- H. Approval of Supplement Request from Ross/Fowler PC for Additional Services Required for McFee Park Phase 3

- 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

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.

BMA MEETING MINUTES

6:00 PM

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 White, 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 Meyer, seconded by Alderman Povlin; voting yes; Mayor Williams, Alderman Burnette, Meyer, Povlin and White; no nays; motion passed.

Approval of Minutes

Motion was made to approve the minutes of July 28, 2022, as presented. Moved by Alderman Povlin, seconded by Alderman Meyer; voting yes; Mayor Williams, Alderman Burnette, Meyer and Povlin; Alderman White abstained; no nays; motion passed.

Mayor's Report

Mayor Williams thanked Chris Davis and the Election Commission for an efficient election.

Julie Blaylock, Farragut West Knox Chamber gave an overview of upcoming events.

Organizational Business

Election of Vice-Mayor

Motion was made to nominated Louise Povlin as Vice-Mayor. Moved by Alderman Meyer, seconded by Mayor Williams; roll call vote: Alderman Burnette, yes; Alderman Meyer, yes; Alderman Povlin, yes; Alderman White, yes; Mayor Williams, yes; no nays; motion passed.

Agreement with the Boyd Foundation Dog Park Dash Grant Program

Motion was made to approve the agreement between the Town of Farragut and the Boyd Foundation Dog Park Dash Grant Program. Moved by Alderman Povlin, seconded by Alderman Burnette; voting yes; Mayor Williams, Alderman Burnette, Meyer, Povlin and White; no nays; motion passed.

Change to McFee Park Court Rental Regulations, Hours and Fees

Motion was made to approve the recommended changes for McFee Park court rental regulations, hours, and fees. Moved by Alderman Povlin, seconded by Alderman Meyer.

Ron Pinchok, 12618 Red Canyon Road and Gordon Cassity, 4903 Guinn Rd both spoke requesting longer playing hours for schools.

Roll call vote: Alderman Burnette, yes; Alderman Meyer, yes; Alderman Povlin, yes; Alderman White, no; Mayor Williams, yes; motion passed.

Approval of Resolution R-2022-11 amended FY23 fee schedule

Motion was made to approve Resolution R-2022-11, amended FY23 fee schedule. Moved by Alderman Povlin, seconded by Alderman Burnette; voting yes; Mayor Williams, Aldermen Burnette, Meyer, Povlin and White; no nays; motion passed.

Approval of a 3-year master service agreement with Madden Media for digital marketing services

Motion was made to approve the contract with Madden Media for \$105,000 over a three-year period commencing with execution of the contract through June 30, 2025, for targeted marketing, advertising, website maintenance and expansion. Moved by Alderman Povlin, seconded by Alderman Burnette; voting yes; Mayor Williams, Aldermen Burnette, Meyer, Povlin and White; no nays; motion passed.

Approval of Bids for Five (5) 2023 Ford Vehicles from Ford of Murfreesboro

Motion was made to approve of the purchase of five (5) 2023 Ford vehicles through the TN Statewide Contract #209 from Ford of Murfreesboro in the amount of \$138,250. Moved by Alderman Povlin, seconded by Alderman Meyer; voting yes; Mayor Williams, Aldermen Burnette, Meyer, Povlin and White; no nays; motion passed.

Approval of Bid for One (1) 2023 Chevrolet Tahoe 4wd LS from Wilson County Motors

Motion was made to approve the purchase of one (1) 2023 Chevrolet Tahoe 4wd LS through the TN Statewide Contract #209 from Wilson County Motors in the amount of \$43788.60. Moved by Alderman Meyer, seconded by Alderman Povlin; voting yes; Mayor Williams, Aldermen Burnette, Meyer, Povlin and White; no nays; motion passed.

Approval of request for a recommendation of approval to the Board of Mayor and Aldermen for a variance of 163 feet from the distance between driveways and 96 feet from the distance between driveways and intersections requirements for collector streets, as provided for in the Driveways and Other Access Ways Ordinance, for a proposed boat launch ramp access onto the south side of Turkey Creek Road at 11409 Turkey Creek Road (William Schweitzer, Applicant)

Motion was made to approve the applicants requested access and associated variances subject to obtaining a right-of-way permit through the Town's Engineering Department. Moved by Alderman Povlin, seconded by Alderman Burnette; roll call vote: Alderman Burnette, yes; Alderman Meyer, yes; Alderman Povlin, yes; Alderman White, yes; Mayor Williams, yes; no nays; motion passed.

Rejection of Bids for Contract 2023-06, Kingston Pike Pedestrian Crosswalk Improvements

Motion was made to reject all bids for Contract 2023-06, Kingston Pike Pedestrian Crosswalk Improvements. Moved by Alderman Meyer, seconded by Alderman Povlin; voting yes; Mayor Williams, Aldermen Burnette, Meyer, Povlin and White; no nays; motion passed.

Approval of Settlement Agreement and Final Release of Claims between Town of Farragut and First Utility District for Andover Boulevard repairs

Motion was made to approve the Settlement Agreement and Release of Claims between the Town of Farragut and First Utility District of Knox County for repairs to Andover Boulevard. Moved by Alderman Povlin, seconded by Alderman Burnette; roll call vote: Alderman Burnette,

yes; Alderman Meyer, yes; Alderman Povlin, yes; Alderman White, yes; Mayor Williams, yes; no nays; motion passed.

Town Administrator's Report

David Smoak announced that the Lawn Chair Series is Saturday, August 27 from 5:00-9:00 PM.

Meeting adjourned at 7:20 PM.

Ron Williams, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Jennifer Hatmaker, Executive Assistant / Risk Manager

SUBJECT: Resolution R-2022-12 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 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 11 OSHA recordable accidents resulting in 25 days of lost work time. Much of our 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 for multiple Town departments.

Public Entity Partners will match what 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.

FINANCIAL SECTION: Funding is already included in the approved FY2022-2023 budget. Reimbursement of up to \$1,500 will be requested.

RECOMMENDATION BY: Jennifer Hatmaker, Executive Assistant / Risk Manager

PROPOSED MOTION: Approval of Resolution R-2022-12 authorizing the town to participate in the Public Entity Partners "Safety Partners" Matching Grant Program.

BOARD ACTION:

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

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



Town of Farragut, Tennessee

RESOLUTION: R-2022-12

A RESOLUTION BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF FARRAGUT AUTHORIZING THE TOWN TO PARTICIPATE IN THE PUBLIC ENTITY PARTNERS “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 an 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 8th day of September in the year 2022.

Ron Williams, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Jennifer Hatmaker, Executive Assistant / Risk Manager

SUBJECT: Resolution R-2022-13 authorizing the town to participate in the Public Entity Partners “James L. Richardson Driver Safety” Matching Grant Program.

INTRODUCTION: The Town’s insurance coverage provider, Public Entity Partners, offers an annual matching grant for training or equipment purchases related to driver safety. The objective of the grant program is to help members address training needs and safety concerns for employees that operate Town vehicles and purchase items designed to reduce automobile liability claims. The grant is a 50/50 matching grant for training and driver safety related purchases and 100% reimbursement for Motor Vehicle Record checks.

BACKGROUND: The Town currently has 45 employees who are authorized to drive Town vehicles to complete their daily job duties or to attend trainings and conferences. A Motor Vehicle Record (MVR) check is performed on each of these employees to provide information on the employee’s driving history so that the Town can determine if these employees are eligible to drive Town vehicles.

The MVR check provides information such as, but not limited to, moving violations, violations involving drugs or alcohol, reckless driving violations, a suspended or revoked license, an at-fault accident resulting in serious injury or fatality, or if the employee left the scene of an accident.

In addition to MVR checks, the Public Works Department plans to purchase cones and barrels for a driver course for each of the Public Works crew members. Public Works employees complete a driver course prior to operating Town vehicles and mobile equipment; however, many of the current cones and barrels need replacing.

DISCUSSION: Proper training and equipment can help protect Town staff and vehicles by encouraging safer driving habits and reduce the number of automobile liability claims. Employee involved accidents may result in lost time from work, reduced efficiency, and increase the Town’s insurance premium.

Public Entity Partners will match what the town spends on approved training or equipment purchases related to driver safety with the maximum reimbursement amount 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.

FINANCIAL SECTION: Funding is already included in the approved FY2022-2023 budget. Reimbursement of up to \$1,000 will be requested.

RECOMMENDATION BY: Jennifer Hatmaker, Executive Assistant / Risk Manager

PROPOSED MOTION: Approval of Resolution R-2022-13 authorizing the town to participate in the Public Entity Partners “James L. Richardson Driver Safety” Matching Grant Program.

BOARD ACTION:

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

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



Town of Farragut, Tennessee

RESOLUTION: R-2022-13

**A RESOLUTION BY THE BOARD OF MAYOR AND ALDERMEN OF THE
TOWN OF FARRAGUT AUTHORIZING THE TOWN TO PARTICIPATE IN
THE PUBLIC ENTITY PARTNERS “JAMES L. RICHARDSON DRIVER
SAFETY” 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 “*Driver Safety*” *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 an application for the “*Driver Safety*” *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 8th day of September in the year 2022.

Ron Williams, Mayor

Allison Myers, Town Recorder

AGENDA NUMBER V.C.

MEETING DATE: September 8, 2022

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Jenn Hatmaker, Executive Assistant / Risk Manager

SUBJECT: Resolution R-2022-14, authorizing the town to participate in the Public Entity Partners Property Conservation Matching Grant Program.

INTRODUCTION: The Town's property insurance coverage provider, Public Entity Partners, offers an annual matching grant for security equipment and devices. The objective of the grant program is to help members purchase items designed to protect insured property from damage and loss.

DISCUSSION: Proper security equipment can help prevent harm to Town employees and citizens, protect Town property from damage, and may assist the Town in the recovery of stolen property or monetary reimbursement from an at-fault party for damages. Security cameras will help prevent and record vandalism, theft, damage, and general misconduct on Town owned property. Additionally, cameras and equipment will act as a deterrent to such conduct, assist the Town in pursuing legal action when merited, and help protect the Town from false claims of wrongdoing or negligence.

Public Entity Partners will match what the town spends on approved items to help protect insured property from damage or loss, with the maximum reimbursement amount based on a Property Coverage Classification matrix. The grant requires the attached Resolution be passed by the governing body to authorize participation in the grant program.

FINANCIAL SECTION: Funding is already included in the approved FY2022-2023 budget. Reimbursement of up to \$4,000 will be requested.

RECOMMENDATION BY: Jennifer Hatmaker, Executive Assistant / Risk Manager

PROPOSED MOTION: Approval of Resolution R-2022-14 authorizing the town to participate in the Public Entity Partners Property Conservation Matching Grant Program.

BOARD ACTION:

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

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



Town of Farragut, Tennessee

RESOLUTION: R-2022-14

**A RESOLUTION BY THE BOARD OF MAYOR AND ALDERMEN OF THE
TOWN OF FARRAGUT AUTHORIZING THE TOWN TO PARTICIPATE IN
THE PUBLIC ENTITY PARTNERS “PROPERTY CONSERVATION”
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 “*Property Conservation*” *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 an application for the “*Property Conservation*” *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 8th day of September in the year 2022.

Ron Williams, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of Resolution R-2022-15, Declaring Certain Town Property to be Surplus Property

DISCUSSION:

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

- 2007 Chevy Colorado
- 2008 Ford Escape
- 2008 Ford Escape
- 2008 Case Backhoe 580 Super M Series
- 2010 Ford F150 Pick-up
- Canon iPF765 with scanner
- Server Rack

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

RECOMMENDATION BY:

Allison Myers, Town Recorder

PROPOSED MOTION:

To approve Resolution R-2022-15, 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>POVLIN</u>	<u>WHITE</u>	<u>WILLIAMS</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____



TOWN OF FARRAGUT

RESOLUTION R-2022-15

A Resolution Declaring Certain Town Property to be Surplus Property.

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

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

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

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

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

- 2007 Chevy Colorado
- 2008 Ford Escape
- 2008 Ford Escape
- 2008 Case Backhoe 580 Super M Series
- 2010 Ford F150 Pick-up
- Canon iPF765 with scanner
- Server Rack

This Resolution is duly adopted by the Board of Mayor and Aldermen of the Town of Farragut on this 8th day of September 2022.

Ron Williams, Mayor

Allison Myers, Town Recorder

AGENDA NUMBER V.E.

MEETING DATE September 8, 2022

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of Appointments to Various Town Committees

INTRODUCTION: The purpose of this business item is to consider the appointment of citizens to the following committees:

- Arts & Beautification Committee (2)
- Board of Zoning Appeals
- Museum Committee (2)
- Parks & Athletics Council
- Tourism/Visitor Advisory Committee (1-At Large, 1 Lodging Representative)

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

PROPOSED MOTION: To.

BOARD ACTION:

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

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



TOWN OF FARRAGUT CITIZEN BOARD/COMMITTEE APPLICATION

Name Sue-Ann Hansler _____

Address _____ 11828 Midhurst Drive. Farragut _____ Zip _____ 37834 _____

Home Phone _____ 865-288-0809 _____ Business Phone _____

E-mail southernstorm2@yahoo.com _____

Occupation _____ Retired _____

Education _____ some college _____

Why would you like to serve on a Town of Farragut committee (attach resume or additional information if desired):

To put my creative abilities to work.. _____

Intro to Farragut Program Graduate Yes ☒ No _____

Indicate which Committee you are interested in serving:

- ☒ Arts and Beautification Committee
____ Board of Plumbing & Gas/Mechanical Examiners
____ Board of Zoning Appeals (BZA)
____ Farragut Education Relations Committee
____ Farragut Museum Committee
____ Farragut Tourism / Visitor Advisory Committee *
____ Parks & Athletics Council
____ Stormwater Advisory Committee
____ Visual Resources Review Board (VRRB)

* The Farragut Tourism / Visitor Advisory Committee will consist of representatives from different segments of the community including one lodging representative, one dining representative, one retail representative, one attraction representative, and four at large members. If you selected the Farragut Tourism / Advisory Committee above, please indicate the category you would represent: _____

I give my permission to the Town of Farragut to use my likeness on the web and/or Town publications. I have read and understand the Code of Ethics Ordinance and the applicable committee charter, ordinance or and/or by-laws.

Signature Sue-AnnHansler _____ Date _____ 30August2022 _____

Please sign, date and return to:
Farragut Town Hall, 11408 Municipal Center Drive, Farragut, TN 37934
Fax: 675-2096 or scan/e-mail to gcarrell@townoffarragut.org



TOWN OF FARRAGUT CITIZEN BOARD/COMMITTEE APPLICATION

Name Diane Duncan
Address 632 Augusta National Way Zip 37934
Home Phone 865-406-4333 Business Phone _____
Fax _____ E-mail lerevejb@charter.net
Occupation Personal Fitness Trainer
Education _____

Why would you like to serve on a Town of Farragut committee (attach resume or additional information if desired):

Intro to Farragut Program Graduate Yes ☐ No ☒

Indicate which Committee you are interested in serving:

- ☒ Arts and Beautification Committee
- ☐ Board of Plumbing & Gas/Mechanical Examiners
- ☐ Board of Zoning Appeals (BZA)
- ☐ Farragut Education Relations Committee
- ☐ Farragut Museum Committee
- ☐ Farragut Tourism / Visitor Advisory Committee *
- ☐ Parks & Athletics Council
- ☐ Stormwater Advisory Committee
- ☐ Visual Resources Review Board (VRRB)

* The Farragut Tourism / Visitor Advisory Committee will consist of representatives from different segments of the community including one lodging representative, one dining representative, one retail representative, one attraction representative, and four at large members. If you selected the Farragut Tourism / Advisory Committee above, please indicate the segment you would represent: _____

I give my permission to the Town of Farragut to use my likeness on the web and/or Town publications. I have read and understand the Code of Ethics Ordinance and the applicable committee charter, ordinance or and/or by-laws.

Signature Diane Duncan Date 8-23-2022

Please sign, date and return to:

Farragut Town Hall, 11408 Municipal Center Drive, Farragut, TN 37934
Fax: 675-2096 or scan/e-mail to gcarrell@townoffarragut.org



TOWN OF FARRAGUT CITIZEN BOARD/COMMITTEE APPLICATION

Name Michael Bellamy
Address 11448 Bancroft Lane Zip 37934
Home Phone 865-296-1661 Business Phone _____
Fax 865-321-8389 E-mail Mbellamy10@gmail.com
Occupation Attorney
Education Juris Doctor

Why would you like to serve on a Town of Farragut committee (attach resume or additional information if desired):
I would like an additional opportunity to serve the town of Farragut. I believe my experience as a licensed attorney and a Farragut Municipal Commissioner would be beneficial to the Board of Zoning and Appeals.

Intro to Farragut Program Graduate Yes ☒ No ☐

Indicate which Committee you are interested in serving:

- ☐ Arts and Beautification Committee
- ☐ Board of Plumbing & Gas/Mechanical Examiners
- ☒ Board of Zoning Appeals (BZA)
- ☐ Farragut Education Relations Committee
- ☐ Farragut Museum Committee
- ☐ Farragut Tourism / Visitor Advisory Committee *
- ☐ Parks & Athletics Council
- ☐ Stormwater Advisory Committee
- ☐ Visual Resources Review Board (VRRB)

* The Farragut Tourism / Visitor Advisory Committee will consist of representatives from different segments of the community including one lodging representative, one dining representative, one retail representative, one attraction representative, and four at large members. If you selected the Farragut Tourism / Advisory Committee above, please indicate the segment you would represent: _____

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Signature Michael Bellamy Date 8-23-2022

Please sign, date and return to:
Farragut Town Hall, 11408 Municipal Center Drive, Farragut, TN 37934
Fax: 675-2096 or scan/e-mail to jcarrell@townoffarragut.org



TOWN OF FARRAGUT CITIZEN BOARD/COMMITTEE APPLICATION

Name Paul D. Bergen
Address 124 Wakefield Rd Apt A1 Knoxville Zip 37922
Home Phone 865 232-4063 Business Phone _____
Fax _____ E-mail drawnsteel@gmail.com
Occupation Retired Teacher
Education BS Agriculture from CSU Chico, Chico CA

Why would you like to serve on a Town of Farragut committee (attach resume or additional information if desired):

I enjoy history and believe that understanding the subject is the key for students in order for them to ground their lives and become productive citizens. Improving the museum could therefore be of value to the community.

Intro to Farragut Program Graduate Yes _____ No X

Indicate which Committee you are interested in serving:

- _____ Arts and Beautification Committee
- _____ Board of Plumbing & Gas/Mechanical Examiners
- _____ Board of Zoning Appeals (BZA)
- X _____ Farragut Museum Committee
- _____ Farragut Education Relations Committee
- _____ Farragut Tourism / Visitor Advisory Committee *
- _____ Parks & Athletics Council
- _____ Stormwater Advisory Committee
- _____ Visual Resources Review Board (VRRB)

* The Farragut Tourism / Visitor Advisory Committee will consist of representatives from different segments of the community including one lodging representative, one dining representative, one retail representative, one attraction representative, and four at large members. If you selected the Farragut Tourism / Advisory Committee above, please indicate the category you would represent: _____

I give my permission to the Town of Farragut to use my likeness on the web and/or Town publications. I have read and understand the Code of Ethics Ordinance and the applicable committee charter, ordinance or and/or by-laws.

Signature [Signature] Date August 30, 2022



TOWN OF FARRAGUT CITIZEN BOARD/COMMITTEE APPLICATION

Name Mark Grenier
Address 11400 Outlet Dr. Zip 37932
Home Phone 770-713-1138 Business Phone 865-672-0283
Fax _____ E-mail mark.grenier@topgolf.com
Occupation Director of Operations - Topgolf
Education HS

Why would you like to serve on a Town of Farragut committee (attach resume or additional information if desired):

I am interested in serving on the Tourism and Visitor Advisory Committee. As a new member of the business community, it will be helpful for me to gain more knowledge of the town, what it has to offer, and allow my team to be more involved as a whole. I believe that I can bring another perspective to the committee. Topgolf brings together the entertainment, food and beverage, and golf segments of things to do in Farragut. I want to make sure that we're supporting the town as much as we've been supported by the town.

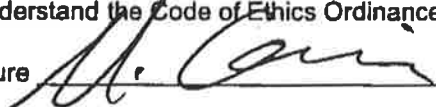
Intro to Farragut Program Graduate Yes ☐ No ☒

Indicate which Committee you are interested in serving:

- ☐ Arts and Beautification Committee
- ☐ Board of Plumbing & Gas/Mechanical Examiners
- ☐ Board of Zoning Appeals (BZA)
- ☐ Farragut Education Relations Committee
- ☐ Farragut Museum Committee
- ☒ Farragut Tourism / Visitor Advisory Committee *
- ☐ Parks & Athletics Council
- ☐ Stormwater Advisory Committee
- ☐ Visual Resources Review Board (VRRB)

* The Farragut Tourism / Visitor Advisory Committee will consist of representatives from different segments of the community including one lodging representative, one dining representative, one retail representative, one attraction representative, and four at large members. If you selected the Farragut Tourism / Advisory Committee above, please indicate the segment you would represent: _____ at large

I give my permission to the Town of Farragut to use my likeness on the web and/or Town publications. I have read and understand the Code of Ethics Ordinance and the applicable committee charter, ordinance or and/or by-laws.

Signature  Date 08/29/2022



TOWN OF FARRAGUT CITIZEN BOARD/COMMITTEE APPLICATION

Name RON PINCHOK
Address 12618 RED CANYON RD FARRAGUT Zip 37934
Home Phone 865-318-4033 Business Phone _____
Fax _____ E-mail R PINCH 1 @ TDS.NET
Occupation RETIRED
Education BA MATH

Why would you like to serve on a Town of Farragut committee (attach resume or additional information if desired):

ROLLING OFF AS BOMA LIAISON VOTING MEMBER OF THE TOURISM COMMITTEE. I WOULD LIKE TO STAY ON THE TOURISM COMMITTEE AS AN AT LARGE MEMBER.

Intro to Farragut Program Graduate Yes ☐ No ☒

Indicate which Committee you are interested in serving:

- ☐ Arts and Beautification Committee
- ☐ Board of Plumbing & Gas/Mechanical Examiners
- ☐ Board of Zoning Appeals (BZA)
- ☐ Farragut Education Relations Committee
- ☐ Farragut Museum Committee
- ☒ Farragut Tourism / Visitor Advisory Committee *
- ☐ Parks & Athletics Council
- ☐ Stormwater Advisory Committee
- ☐ Visual Resources Review Board (VRRB)

* The Farragut Tourism / Visitor Advisory Committee will consist of representatives from different segments of the community including one lodging representative, one dining representative, one retail representative, one attraction representative, and four at large members. If you selected the Farragut Tourism / Advisory Committee above, please indicate the segment you would represent: AT-LARGE

I give my permission to the Town of Farragut to use my likeness on the web and/or Town publications. I have read and understand the Code of Ethics Ordinance and the applicable committee charter, ordinance or and/or by-laws.

Signature Ron Pinchok Date 8/23/22



TOWN OF FARRAGUT CITIZEN BOARD/COMMITTEE APPLICATION

Name Carol Christofferson

Address 11320 Gates Mill Dr. Zip 37934

Mobile 609.468.4061 Business Phone _____

Fax _____ E-mail CarolChristofferson74@gmail.com

Occupation Retired - Professional fundraising for ~~2~~ major universities

Education Masters in Information Sciences

Why would you like to serve on a Town of Farragut committee (attach resume or additional information if desired):

Farragut is the ideal town for me to feel like I can make a difference in supporting the quality of life that it exudes. The non partisan atmosphere brings in many different opinions, perspectives and interests.

Intro to Farragut Program Graduate Yes ☒ No ☐

Indicate which Committee you are interested in serving:

- ☐ Arts and Beautification Committee
- ☐ Board of Plumbing & Gas/Mechanical Examiners
- ☐ Board of Zoning Appeals (BZA)
- ☐ Farragut Museum Committee
- ☐ Farragut Education Relations Committee
- ☐ Farragut Tourism / Visitor Advisory Committee *
- ☐ Parks & Athletics Council
- ☒ Stormwater Advisory Committee
- ☒ Visual Resources Review Board (VRRB)

* The Farragut Tourism / Visitor Advisory Committee will consist of representatives from different segments of the community including one lodging representative, one dining representative, one retail representative, one attraction representative, and four at large members. If you selected the Farragut Tourism / Advisory Committee above, please indicate the category you would represent: _____

I give my permission to the Town of Farragut to use my likeness on the web and/or Town publications. I have read and understand the Code of Ethics Ordinance and the applicable committee charter, ordinance or and/or by-laws.

Signature Carol Christofferson Date 7/25/22

Please sign, date and return to:

Farragut Town Hall, 11408 Municipal Center Drive, Farragut, TN 37934
Fax: 675-2096 or scan/e-mail to phall@townoffarragut.org

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl W. Smith, PE

SUBJECT: Approval of Professional Services Agreement from Crook & Company for Acquisition of Easements at Little Turkey Creek Greenway Extension

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 Little Turkey Creek Greenway Extension, from Brookmere Subdivision to Sheffield Subdivision.

BACKGROUND: This project will extend the Little Turkey Creek Greenway from its current terminus at the pedestrian bridge in Brookmere Subdivision to the existing greenway connection at Sheffield Subdivision, located directly across from Vista Subdivision on Virtue Road. When completed, the greenway will provide connection from Kingston Pike (at Sugarwood) thru Brookmere to Sheffield and Vista Subdivisions.

DISCUSSION: Most of the project will be located on property already owned by the Town, but greenway, slope and construction easements must be obtained on four tracts. Three of these tracts are owned by private homeowners in Kingsgate Subdivision, and the fourth tract is owned by the Sheffield Homeowners' Association. 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 \$3,950, for a total of \$15,800. 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: Little Turkey Creek Greenway

<u>Budget</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$720,000	\$15,800	\$72,000	\$648,000

Approved By: 

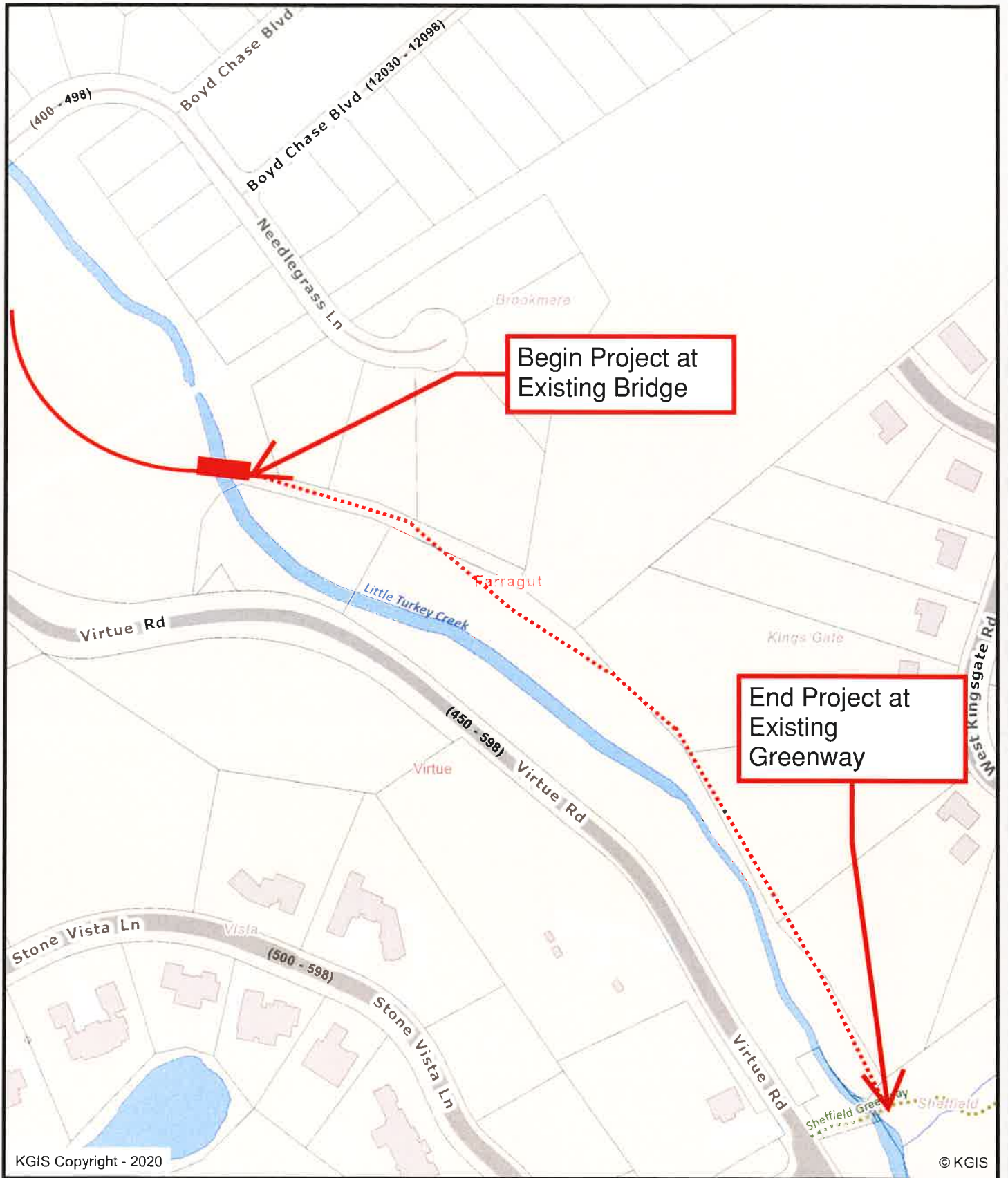
RECOMMENDATION BY: Darryl Smith, Town Engineer, for approval.

PROPOSED MOTION: Approval of proposal from Crook and Company for acquisition services for easements for the Little Turkey Creek Greenway, with total fee of \$15,800.

BOARD ACTION:

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

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

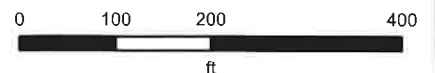


Little Turkey Creek Greenway Brookmere to Sheffield

Knoxville - Knox County - KUB Geographic Information System



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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 futher covenants and agrees to hold KGIS harmless from any and all damage, loss, or liability arising from any use of this map product.

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: Little Turkey Creek Greenway Connection

Location: Off Virtue Road – Kings Gate Subdivision

Description of Project: Sidewalk Connection Along Turkey Creek – 1,450 LF

1. **Professional Services.** Contractor agrees to perform the following Basic Services under this Agreement: **Right of Way Acquisition & Legal Services- 4 Tracts**

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 **\$15,800**, including reimbursable expenses. Additional services outside the basic scope will be compensated by supplement as described in Attachment A.

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 **6 months after notice to proceed**. The schedule for the various meetings and presentations as outlined in the Basic Services shall be agreed upon by the Client and Contractor before beginning work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. **Indemnification.**

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

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

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

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

16. **Miscellaneous.**

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

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

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

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

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

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

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

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

CLIENT:

Town of Farragut

By: _____

Printed
Name: _____

Title: _____

Date: _____

CONTRACTOR:

By:  _____

Printed
Name: Eddie D. Crook

Title: Owner

Date: 8-30-2022

August 30, 2022

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

Re: Proposal for ROW Acquisition & Consulting Services
Turkey Creek Greenway Connection - Virtue Road, ±4 Tracts
Town of Farragut, Knox County, Tennessee

Dear Mr. Smith:

Based on a review of the design plans prepared by LDA Engineering, 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

Attachment A

Mr. Darryl Smith, P.E.
City Engineer - Town of Farragut
February 13, 2022
Page 2

The project is anticipated to require minimal acquisitions on 4 residential tracts. Our average fee per tract for acquisition services on the 4 parcels will be **\$3,950 or \$15,800. 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. We will follow TDOT procedures and coordinate our efforts with the Town of Farragut as necessary.

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: Brannon Tupper, Assistant Town Engineer

SUBJECT: Approval of Change Order 10, Contract 2020-12, McFee Park Phase 3 for Final Project Closeout

INTRODUCTION: The purpose of this item is to consider approval of a change order capturing all final impacts for closeout of the McFee Park Phase 3 project.

BACKGROUND: The Board of Mayor and Aldermen awarded Contract 2020-12 to Merit Construction, Inc. on March 12, 2020, for a total lump sum contract price of \$7,385,000 with a completion date of May 10, 2021. The project consists of a major park expansion including a great lawn, tennis complex, restroom pavilion, entrance roads and parking. During construction nine change orders were approved which added a multisport court and other miscellaneous changes, increasing the contract price to \$7,719,401 and a new completion date of July 1, 2021. On February 14, 2022, the Town took partial occupancy of Phase 3 opening the tennis and multisport courts as well as the restroom pavilion. On May 27, 2022, the Town took full possession of Phase 3 with the project substantially complete but some remediation work needed to the lawn areas. The Grand Opening was held June 11, 2022.

	Original	Current (through CO 9)	Final (pending CO10 approval)
Contract Price	\$7,385,000	\$7,719,401	\$7,609,792.83
Contract Completion Date	May 10, 2021	July 1, 2021	May 27, 2022

DISCUSSION: With completion of Phase 3 being approximately 1-year behind schedule, all parties were impacted financially and in others ways such as loss of use to the Public of the facilities. There were many factors that contributed to the project being delayed with most being installation challenges of the great lawn and other seeded areas. Following completion of the project, the Town received a series of Change Requests from Merit and a Supplement Request from Ross/Fowler (for reference only regarding this agenda item). Impacts to the Town, Merit, and Ross/Fowler are summarized below:

	Total Impacts	Notes
Town of Farragut	(\$174,579.95)	Loss of use, repairs to lawn areas, staff time, utility bills and permit fees
Merit Construction, Inc.	\$64,971.78	Work performed outside contract scope, re-work of non-compliant items, weather impacts
Ross/Fowler, P.C.	\$51,200	355-staff hours for project support and design changes

Town staff and Merit senior management conducted a series of meetings and exchanged formal correspondence to fully disclose the impacts and understand each party's position. Any work outside the original contract scope or caused by design related issues was taken into consideration, but any impacts within Merit's control or that were not on the project's Critical Path were not considered. The final determination from Town staff, agreed to by Merit, and with concurrence from legal counsel, was for a contract reduction of \$109,608.18.

Total for this Change Order is a reduction of **\$109,608.18** and a project substantial completion date of **May 27, 2022**.

FINANCIAL SECTION:**Project: McFee Park Phase 3**

<u>Project Budget</u>	<u>Requested Amount</u>	<u>Expenditures to Date</u>	<u>Available Amount</u>
\$8,717,538	\$(109,608.18)	\$8,701,863	\$125,283.18

**Approved
By:****RECOMMENDATION BY:** Brannon Tupper, Assistant Town Engineer**PROPOSED MOTION:** Approval of Change Order 10 for Contract 2020-12, McFee Park Phase 3.**BOARD ACTION:****MOTION BY:** _____ **SECONDED BY:** _____

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



AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> McFee Park Phase III	CONTRACT INFORMATION: Contract For: General Construction Date: March 13, 2020	CHANGE ORDER INFORMATION: Change Order Number: 010 Date: August 8, 2022
OWNER: <i>(Name and address)</i> Town of Farragut 11408 Municipal Center Drive Farragut, TN 37934	ARCHITECT: <i>(Name and address)</i> Ross Fowler, P.C. 5103 Kingston Pike Suite 105 Knoxville, TN 37919	CONTRACTOR: <i>(Name and address)</i> Merit Construction, Inc. 10435 Dutchtown Road Knoxville, TN 37932

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Please see "Attachment A" for detailed breakdown.

The original Contract Sum was	\$ 7,385,000.00
The net change by previously authorized Change Orders	\$ 334,401.00
The Contract Sum prior to this Change Order was	\$ 7,719,401.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 109,608.17
The new Contract Sum including this Change Order will be	\$ 7,609,792.83

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be May 27, 2022 - This is the Final Completion Date.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Ross Fowler, P.C.</u> ARCHITECT <i>(Firm name)</i>	<u>Merit Construction, Inc.</u> CONTRACTOR <i>(Firm name)</i>	<u>Town of Farragut</u> OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
<u>Patrick Brown</u> PRINTED NAME AND TITLE	<u>Shannon Sapp, President</u> PRINTED NAME AND TITLE	<u>David Smoak, Town Administrator</u> PRINTED NAME AND TITLE
 DATE	 DATE	 DATE

“Attachment A”

McFee Park Phase 3 Change Order 010

The following changes have been mutually agreed to by Merit Construction, Inc. and The Town of Farragut:

Utility Bills

Reimbursement to the Town for utilities in the Town's name. (\$7,435.52).

Work Performed by Owner

Reimbursement for corrective work performed by the Town's Public Works department. (14,144.43).

TDEC Construction General Permit

Extension of 1-year to the stormwater permit. (\$1,000)

Fall 2022 Overseeding Lawn Areas

Credit for Fall 2022 Overseeding, etc. at Lawn Areas. This work to be performed by Town's Public Works Department. (\$15,000)

Owner Backcharges

Owner backcharges between August 27, 2021 Through May 27, 2022 (\$137,000)

Total Credits of Items Noted Above: (\$174,579.95)

CP 015 Clear Brush and Debris from Buffer Zone
Total Amount - \$1,926

CP 017 Modify Existing Sewer Manhole
Total Amount - \$4,000

CP 026 Addition of Lighting Contactor
Total Amount - \$1,024

CP 033 Revisions to Panel SE for Code Compliance
Total Amount - \$1,856

CP 034 Rework Elevation Issues in Parking Lot
Total Amount - \$4,972.50

CP 035 Supply of MUSCO Lighting Distribution Subpanel
Total Amount - \$4,670

CP 040 Added SQ Nozzles to Irrigation at Trees
Total Amount - \$5,480

CO 041 Great Lawn French Drains
Total Amount - \$4,625

CP 042 Additional Great Lawn French Drains
Total Amount - \$5,372

CP 043 Tree Staking
Total Amount - \$11,769

CP 044 Rework Parking Lot Catch Basins
Total Amount - \$6,475.50

Great Lawn Fencing
Total Amount - \$5,168.63

Added Sidewalk to Access Picnic Table Pad
Total Amount - \$2,664.38

Mow Slopes Behind Courts
Total Amount - \$1,598.63

Prep, Seed & Mat at McFee Road
Total Amount - \$3,370.14

Total Add for Changes Noted Above: \$64,971.78

The Contract Sum is **decreased** in C O. #10 in the amount of **\$109,608.17**

The Final Contract Completion Date is May 27, 2022

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Brannon Tupper, Assistant Town Engineer

SUBJECT: Approval of Supplement Request from Ross/Fowler P.C. for Additional Services Required for McFee Park Phase 3

INTRODUCTION: The purpose of this item is to consider approval of a supplement request from Ross/Fowler, P.C. for the McFee Park Phase 3 project.

BACKGROUND: The Board of Mayor and Aldermen approved an agreement with Ross/Fowler, P.C. for professional services associated with the design and project oversight of McFee Park Phase 3 on October 27, 2017. The original agreement was for \$442,250 and included services through the construction phase of the project with an anticipated completion date of December 20, 2019. Several supplements have been approved by the Board to also include the tennis complex and multisport court, with the current agreement at a total of \$559,124 and an anticipated completion date of July 1, 2021. The project was substantially complete on May 27, 2022, and the Grand Opening was held June 11, 2022.

	Original	Current	Final (pending approval)
Contract Price	\$442,250	\$559,124	\$610,324
Anticipated Completion	December 20, 2019	July 1, 2021	May 27, 2022 (actual)

DISCUSSION: With completion of Phase 3 being approximately 1-year behind construction schedule, Ross/Fowler was required to perform a substantial amount of services above the original contract agreement. This included 355 staff-hours for progress meetings, in-office support, field consultation, design changes and other construction phase services between July 1, 2021 and May 27, 2022. In total, Ross/Fowler expended a level of effort cost of \$56,890. Understanding there were many causes to the delay and to maintain a positive relationship with the Town, they reduced their request by 10% and are requesting a total supplement of \$51,200.

Total for this Supplement is an increase of **\$51,200** to the agreement with Ross/Fowler, P.C.

FINANCIAL SECTION:

Project: McFee Park Phase 3

<u>Project Budget</u>	<u>Requested Amount</u>	<u>Expenditures to Date</u>	<u>Available Amount</u>
\$8,717,538	\$51,200	\$8,592,255	\$74,083.18
Approved By: 			

RECOMMENDATION BY: Brannon Tupper, Assistant Town Engineer

PROPOSED MOTION: Approval of Supplement Request from Ross/Fowler, P.C. for \$51,200.

BOARD ACTION:

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

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

July 15, 2022

Mr. Brannon Tupper
Assistant Town Engineer
Town of Farragut
11408 Municipal Center Drive
Farragut, Tennessee 37934

RE: McFee Park Phase III
Supplement Request
Contractor Delays

Dear Mr. Tupper:

As you are aware, the McFee Park Phase III contractor did not finish the project until nearly one year past the contract completion date. During that time Ross/Fowler continued to perform construction phase services including conducting monthly progress meetings, providing in-office project support, providing field consultation with Merit and their subcontractors as requested as well as providing other construction phase services for the construction duration. In addition, during the time after the contract completion date we made certain drawing changes requested by the Town. As previously discussed, the level of effort expended by Ross/Fowler after the contractual completion date amounts to some 355 hours of staff and principal time equal to \$56,890.00. We will discount this amount by ten percent (\$56,890- \$5,689). We respectfully request a supplement of Fifty-one thousand two hundred dollars (\$51,200.00) as compensation for our additional level of effort to see the project through to completion.

Thank you for your consideration.

Sincerely,

ROSS/FOWLER, P.C.



David W. Craig, ASLA

DC

c: Patrick Brown

