AGENDA FOR THE REGULARLY SCHEDULED CITY OF COLLEGEDALE COMMISSION MEETING TO BE HELD IN THE MUNICIPAL BUILDING IN COLLEGEDALE, TENNESSEE, ON MONDAY, MAY 01, 2023 AT 6:00 P.M.

I. Call to Order by the Mayor

II. Invocation and Pledge of Allegiance

III. Roll Call by City Recorder

IV. Approval of previous meeting minutes

1. April 17, 2023- Commission meeting minutes

2. April 24, 2023- Commission workshop meeting minutes

V. Comments from Citizens

VI. Unfinished Business

1. Second Reading and Public Hearing, Ordinance #1117, an ordinance to amend the official zoning map

VII. New Business

1. Work order approval for Airport Storage Tank Removal & Avigation Easement

2. Approval for amended Airport Easement Acquisition Settlements

VIII. Request for reports from City Administration/Commissioners by the Mayor

IX. Adjournment

THE MINUTES OF THE REGULARLY SCHEDULED CITY OF COLLEGEDALE BOARD OF COMMISSIONERS MEETING HELD IN THE MUNICIPAL BUILDING IN COLLEGEDALE, TENNESSEE ON MONDAY, APRIL 17, 2023 AT 6:00 P.M.

INVOCATION AND PLEDGE OF ALLEGIANCE: Commissioner Tonya Sadler

PRESENT: Mayor Morty LLoyd, Vice Mayor Tim Johnson, Commissioner Debbie Baker, Commissioner Katie Lamb, Commissioner Tonya Sadler, City Manager Wayon Hines, City Recorder Kristi Wheeler

STAFF: Assistant City Manager & Finance Director Michelle Toro, Chief of Police Jack Sapp, Director of Airport Operations Ryan Byford, Director of Building & Codes Andrew Morkert

ABSENT: Commissioner Katie Lamb, Director of Public Works Eric Sines, City Attorney Sam Elliott

GUESTS: Billy Burnette, Andrew P. Arnold, Sam Shorrosh, Daniel Cannon, Merritt MacLafferty, Gail MacLafferty, Nick Gibson, Stephen R. Beckham, Condra L. Beckham

4-17-2023 (1481) COMMISSION MINUTES– April 03, 2023

It was moved by Vice Mayor Johnson and seconded by Commissioner Sadler to accept the minutes of the commission meeting on April 03, 2023.

ROLL CALL:

COMMISSIONER BAKER	**YEA**
COMMISSIONER LAMB	**ABSENT**
COMMISSIONER SADLER	**YEA**
VICE MAYOR JOHNSON	**YEA**
MAYOR LLOYD	**YEA**

Mayor Lloyd opened the commission meeting for citizen comments. No comments were made.

4-17-2023 (1482) FIRST READING, ORDINANCE #1117, AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP

It was moved by Commissioner Baker and seconded by Commissioner Sadler to approve, with additional conditions to be added, Ordinance #1117, an ordinance to amend the official zoning map to rezone certain properties from C-2 (shopping center commercial) to R-1-H (high density single-family residential), more particularly described as Hamilton County Tax Map 140, Parcel 163, said properties being located within the corporate limits of Collegedale, Tennessee.

ROLL CALL:

COMMISSIONER BAKER	**YEA**
COMMISSIONER LAMB	**ABSENT**
COMMISSIONER SADLER	**YEA**
VICE MAYOR JOHNSON	**NAY**
MAYOR LLOYD	**YEA**

4-17-2023 (1483) BID APPROVAL FOR REMODEL OF 5070 OOLTEWAH-RINGGOLD ROAD BUILDING

It was moved by Vice Mayor Johnson and seconded by Commissioner Baker to approve the bid from Inheritance Construction for the remodel of the 5070 Ooltewah-Ringgold Road building for the amount of $159,233.91. The bid amount does not include interior and exterior paint. The interior painting job will be outsourced and the total project will result in an $8,000 budget amendment needed for cost overrun.

ROLL CALL:

COMMISSIONER BAKER	**YEA**
COMMISSIONER LAMB	**ABSENT**
COMMISSIONER SADLER	**NAY**
VICE MAYOR JOHNSON	**YEA**
MAYOR LLOYD	**YEA**

4-17-2023 (1484) PURCHASE APPROVAL OF FOUR STALKER RADAR UNITS FOR POLICE DEPARTMENT

It was moved by Commissioner Baker and seconded by Vice Mayor Johnson to approve the purchase of four (4) Stalker radar units for $10, 376.00, with the total amount to be reimbursed to the city through a state grant.

ROLL CALL:

COMMISSIONER BAKER	**YEA**
COMMISSIONER LAMB	**ABSENT**
COMMISSIONER SADLER	**YEA**
VICE MAYOR JOHNSON	**YEA**
MAYOR LLOYD	**YEA**

4-17-2023 (1485) BID APPROVAL FOR GREENWAY REPAIR AT TUCKER ROAD AND UNIVERSITY DRIVE

It was moved by Mayor Lloyd and seconded by Commissioner Baker to approve the bid for the greenway repair at Tucker Road and University Drive from Wilson Construction for the amount of $138,200 with the understanding that Norfolk Southern Railroad will be reimbursing the full amount due to the damages being from the cleanup from the December train derailment.

ROLL CALL:

COMMISSIONER BAKER	**YEA**
COMMISSIONER LAMB	**ABSENT**
COMMISSIONER SADLER	**YEA**
VICE MAYOR JOHNSON	**YEA**
MAYOR LLOYD	**YEA**

4-17-2023 (1486) MARCH FINANCE REPORT

It was moved by Vice Mayor Johnson and seconded by Commissioner Sadler to approve the March finance report presented by Assistant City Manager & Finance Director Michelle Toro.

ROLL CALL:

COMMISSIONER BAKER	**YEA**
COMMISSIONER LAMB	**ABSENT**
COMMISSIONER SADLER	**YEA**
VICE MAYOR JOHNSON	**YEA**
MAYOR LLOYD	**YEA**

4-17-2023 (1487) MOTION TO ADJOURN

It was moved by Vice Mayor Johnson and seconded by Commissioner Sadler to adjourn the meeting.

ROLL CALL:

COMMISSIONER BAKER	**YEA**
COMMISSIONER LAMB	**ABSENT**
COMMISSIONER SADLER	**YEA**
VICE MAYOR JOHNSON	**YEA**
MAYOR LLOYD	**YEA**

The meeting was adjourned at 6:47pm.

Mayor, Morty Lloyd

City Recorder, Kristi Wheeler

MINUTES OF CITY OF COLLEGEDALE REGULARLY SCHEDULED COMMISSION WORKSHOP MEETING HELD IN THE MUNICIPAL BUILDING IN COLLEGEDALE, TENNESSEE, ON MONDAY, APRIL 24, 2023 BEGINNING AT 4:30 P.M.

PRESENT: Mayor Morty Lloyd, Vice Mayor Tim Johnson, Commissioner Debbie Baker, Commissioner Katie Lamb, Commissioner Tonya Sadler, City Manager Wayon Hines, Assistant City Manager & Finance Director Michelle Toro, Building & Codes Director Andrew Morkert, Director of Public Works Eric Sines, Parks and Recreation Supervisor Christina Clark, City Recorder Kristi Wheeler, Director of Airport Operations Ryan Byford, Staff Planner Jason Allin

ABSENT: Chief of Police Jack Sapp

GUESTS: Debbi Ahlden, Billy Burnette, Stephen R. Beckham

FISCAL YEAR 2023-2024 BUDGET PRESENTATION

City Manager Wayon Hines presented Collegedale's proposed Fiscal Year 2023-2024 budget and answered questions.

Meeting was adjourned at 6:02PM.

Morty Lloyd, Mayor

Kristi Wheeler, City Recorder

ORDINANCE # 1117

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP TO REZONE CERTAIN PROPERTIES FROM C-2 (SHOPPING CENTER COMMERICAL) TO R-1-H (HIGH DENSITY SINGLE-FAMILY RESIDENTIAL), MORE PARTICULARLY DESCRIBED AS HAMILTON COUNTY TAX MAP 140, PARCEL 163, SAID PROPERTIES BEING LOCATED WITHIN THE CORPORATE LIMITS OF COLLEGEDALE, TENNESSEE

WHEREAS, Tennessee Code Annotated (T.C.A.) Section 13-7-201 confers on municipal governments the authority to regulate land use through the zoning of territory within its jurisdictional territory; and

WHEREAS, the Collegedale Municipal Planning Commission has certified zoning districts as provided for in TCA Section 13-7-202; and

WHEREAS, T.C.A. Section 13-7-204 authorizes amendments to a zoning map; and

WHEREAS, in accordance with T.C.A. Section 13-7-203 (b), the Collegedale Municipal Planning Commission made a recommendation to recommend the zoning amendment herein described on March 13, 2023, to the Board of Commissioners; and

WHEREAS, in accordance with T.C.A. Section 13-7-203, (a) a public hearing was held with at least fifteen (15) days notice being given prior to final reading of this ordinance; and

WHEREAS, in accordance with T.C.A. Section 13-7-201(b), in a county having a population of not less than 287,700, nor greater than 287,800 according to the 1980 federal census, or any subsequent federal census, the chief legislative body of any municipality is further authorized and empowered to rezone properties conditionally, where the agreed conditions are designed to ameliorate injuries created by the rezoning to surrounding property interests or to municipal interests; and

WHEREAS, the Collegedale Municipal Planning Commission has recommended to the Collegedale Mayor and Board of Commissioners that the rezoning request from C-2 to R-1-H to be approved subject to the conditions;

NOW THEREFORE, BE IT ORDAINED by the City of Collegedale, Tennessee that the following described properties be rezoned from C-2 Shopping Center Commercial District to R-1-H (High Density Single-Family Residential):

Section 1: The following described properties shall be zoned to R-1-H on newly created lots number 2-6 resulting in the approval of Planning case SUB2023-01 with conditions on the Official Collegedale Zoning Map and shown on the attached illustration titled 'Exhibit A':

Boundary Description for Area to be Zoned R-1-H
This change in zoning will affect Hamilton County Tax Map 140 Parcel 163 as further described in 'Exhibit B.' The change in zoning from C-2 to R-1-H will only affect lot numbers 2-6 which are 5 newly approved lots under planning case SUB2023-01. (See Exhibit B).

Section 2: **The following conditions shall apply to the property to be rezoned, as further described in Exhibit B:**

a) On lot numbers 2-6, gross density shall not exceed 1.90 dwelling units per acre, or 5 dwelling units.

b) Required: Type "A" Landscaping per City of Collegedale Landscape Ordinance. Type "A" landscaping to be used along rear yard of proposed Residential lots and Eastern property line in its entirety.

NOW, LET IT BE FURTHER ORDAINED, that this ordinance shall take effect fifteen (15) days following a public hearing and a final reading by the Collegedale Board of Mayor and Commissioners, the welfare of the City requiring it.

Passed first reading_____
Votes for _____ Votes against _____

Passed second reading_____
Votes for _____ Votes against _____

_____ _____
Mayor **Attest: City Recorder**

Approved as to form:

City Attorney

EXHIBIT A

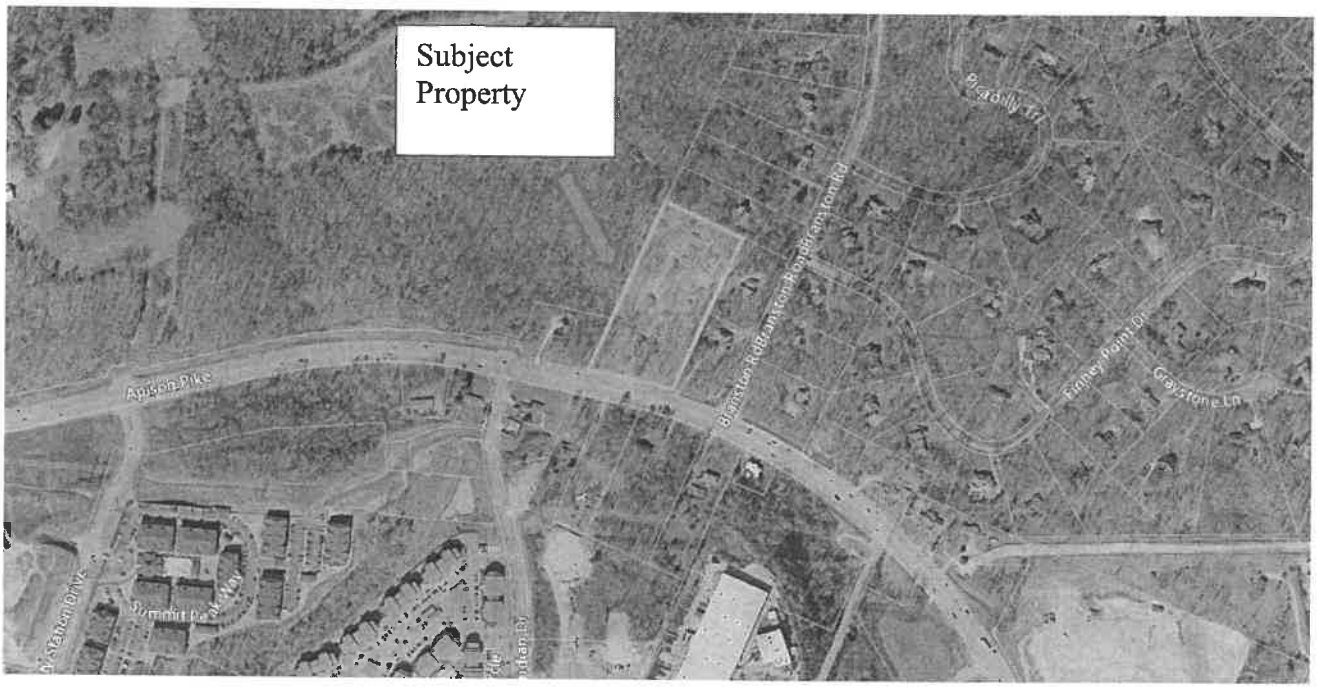
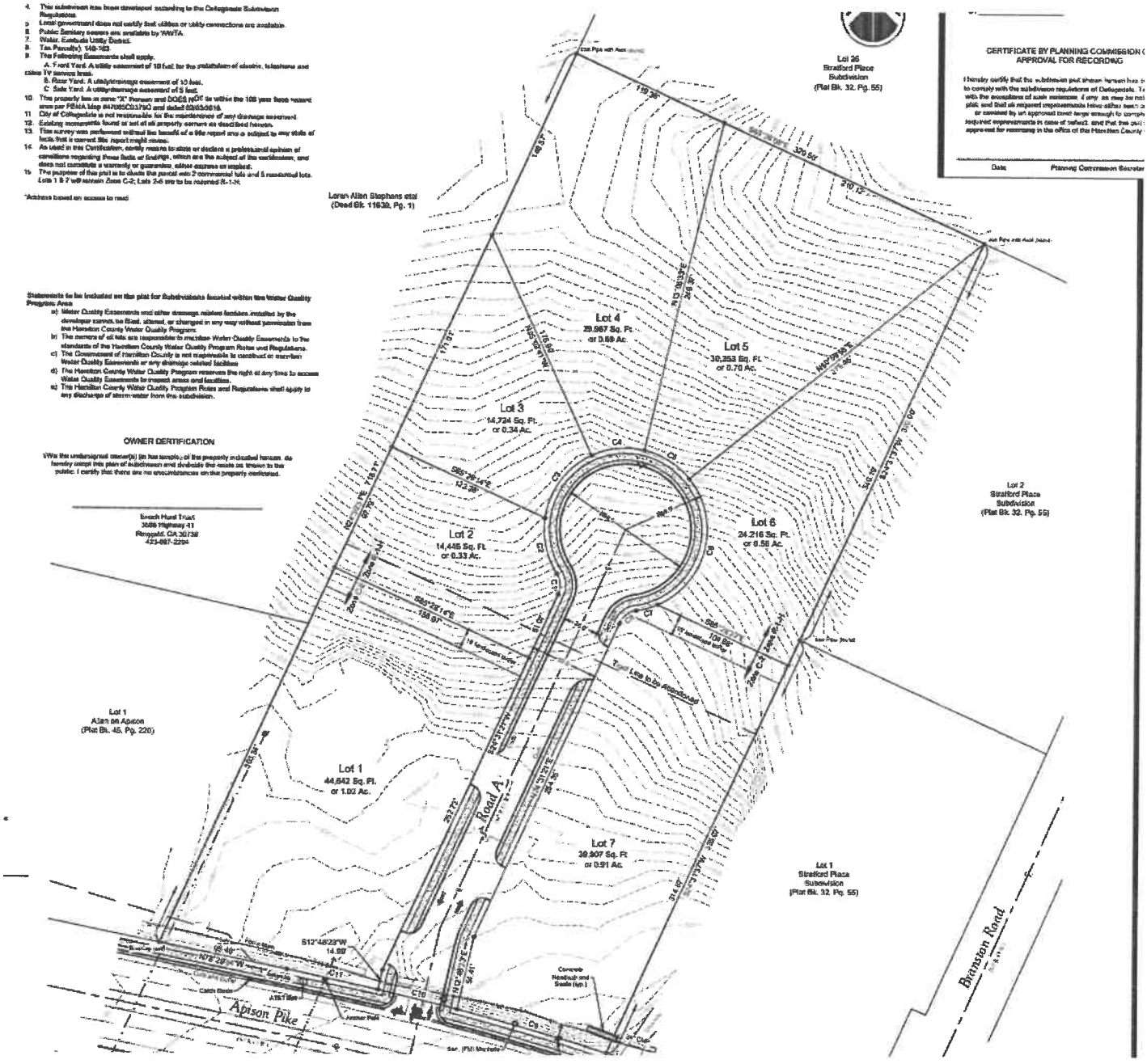


EXHIBIT B


Lot 26
Stratford Place
Subdivision
(Plat Bk. 32, Pg. 55)
CERTIFICATE BY PLANNING COMMISSION
APPROVAL FOR RECORDING
Loren Allen Stephens etal
(Deed Bk. 11639, Pg. 1)
Lot 4
29,967 Sq. Ft.
or 0.69 Ac.
Lot 5
30,353 Sq. Ft.
or 0.70 Ac.
Lot 3
14,734 Sq. Ft.
or 0.34 Ac.
Lot 2
14,445 Sq. Ft.
or 0.33 Ac.
Lot 6
24,216 Sq. Ft.
or 0.56 Ac.
Lot 2
Stratford Place
Subdivision
(Plat Bk. 32, Pg. 55)
Beech Hunt Trust
3686 Highway 41
Ringgold, GA 30736
423-887-2294
Lot 1
Allen an Apison
(Plat Bk. 45, Pg. 220)
Lot 1
44,542 Sq. Ft.
or 1.02 Ac.
Road A
Lot 7
39,907 Sq. Ft.
or 0.91 Ac.
Lot 1
Stratford Place
Subdivision
(Plat Bk. 32, Pg. 55)
Apison Pike
Branston Road

Work Order No. 01-2023

to the

Master Agreement

For

Professional Services

City of Collegedale - Collegedale Municipal Airport

Project No. 23A08290

This WORK ORDER ("Work Order") is made by and between the **City of Collegedale, Tennessee** (hereinafter referred to as "**Owner**") and **Garver, LLC**, (hereinafter referred to as "**Garver**" or "**Engineer**") in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on June 16, 2020 (the "Agreement").

Under this Work Order, the Owner intends to:

Avigation Easements – Phase 2 – Provide administrative services to acquire easements on three properties to ultimately clear runway approach obstructions.

Garver will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

SECTION 1 - SCOPE OF SERVICES

1.1 Garver shall provide the following Services:

1.1.1 Appendix A – Scope of Services.

1.2 In addition to those obligations set forth in the Agreement, Owner shall:

1.2.1 Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.

1.2.2 Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.

1.2.3 Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement, except as otherwise described in the Services under Section 1.1.

1.2.4 Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.

1.2.5 Furnish Garver a current boundary survey with easements of record plotted for the project property.

1.2.6 Pay all plan review and advertising costs in connection with the project.

1.2.7 Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Owner may require.

1.2.8 Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.

SECTION 2 – PAYMENT

For the Services set forth above, Owner will pay Garver on a lump sum basis. The Owner represents that funding sources are in-place with available funds necessary to pay Garver.

The table below presents a summary of the fee amounts and fee types for this Work Order.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Project Administration	4,660.00	LUMP SUM
TOTAL FEE	$4,660.00	

The lump sum amount to be paid under this Work Order is $4,660.00. For informational purposes, a breakdown of Garver's estimated costs is included herein with approximate current hourly rates for each employee classification.

SECTION 3 – APPENDICES

3.1 The following Appendices are attached to and made a part of this Work Order:
- 3.1.1 Appendix A – Scope of Services
- 3.1.2 Appendix B – Fee Summary
- 3.1.3 Appendix C – TDOT Required State Contract Provisions

This Work Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

The effective date of this Work Order shall be the last date written below.

CITY OF COLLEGEDALE, TENNESSEE	GARVER, LLC
By: _____ *Signature*	By: _____ *Signature*
Name: Ryan Byford *Printed Name*	Name: P. Ryan Sisemore *Printed Name*
Title: Airport Manager	Title: Vice President
Date: 4-18-23	Date: April 11, 2023
Attest: _____	Attest: _____

GARVER

APPENDIX A
(SCOPE OF SERVICES)

GARVER

EXHIBIT A
(SCOPE OF SERVICES)

Generally, the Scope of Services includes the following professional services for improvements to the at Collegedale Municipal Airport. Improvements will consist primarily of Acquisition of Easements.

- Project Administration

1. PROJECT ADMINISTRATION

1.1. Garver will serve as the Owner's representative for the project and furnish consultation and advice to the Owner during the performance of this service. Garver will attend conferences alone or with Owner's representatives, local officials, state and federal agencies, and others regarding the scope of the proposed project, its general design, functions, and impacts.

1.2. Garver will assist in development of grant reimbursement packets for review, execution, and submittal to TDOT Aeronautics Division (TAD) by the Owner.

2. PROJECT DELIVERABLES

2.1. The following deliverables will be submitted to the parties identified below. Unless otherwise noted below, all deliverables shall be electronic.

- Exhibits of easements as requested.
- Other electronic files as requested.

3. ADDITIONAL SERVICES

3.1. The following items are not included under this agreement but will be considered as additional services to be added under Amendment if requested by the Owner.

- Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- Deliverables beyond those listed herein.
- Design of any utility relocation.
- Engineering, architectural, or other professional services beyond those listed herein.
- Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.

4. SCHEDULE

4.1. Garver shall begin work under this Agreement upon execution of this Agreement and shall complete the work within a mutually agreeable schedule with the Owner.

APPENDIX B
FEE SPREADSHEET

Exhibit B

City of Collegedale
Avigation Easement - Phase 2

FEE SUMMARY

Title I Service	Estimated Fees
Project Administration	$ 4,660.00
Subtotal for Title I Service	**$ 4,660.00**

Exhibit B

City of Collegedale
Avigation Easement - Phase 2

Project Administration

WORK TASK DESCRIPTION	E-6	E-3	X-2
	$309.00	$177.00	$99.00
	hr	hr	hr
1. Project Administration			
Accounting Administration			2
Coordination with Client		4	
Coordination with TDOT		2	
External Coordination (Easemment Subconsultant)		8	
Contract Preparation	1	1	2
Draft and Submit State Grant Application		4	
Develop Monthly Reimbursement Packages (2 estimated)		2	2
Subtotal - Project Administration	**1**	**21**	**6**

Hours	**1**	**21** **6**
SUBTOTAL - SALARIES:		**$4,620.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$15.00	
Office Supplies/Equipment	$25.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$40.00**
SUBTOTAL:		**$4,660.00**
SUBCONSULTANTS FEE:		**$0.00**
TOTAL FEE (ROUNDED):		**$4,660.00**



APPENDIX C
TDOT REQUIRED STATE CONTRACT PROVISIONS

TN TDOT Department of Transportation

Aeronautics Division

Required State Contract Provisions

For Obligated Sponsors and Airport Improvement Program Projects

STANDARD TERMS AND CONDITIONS:

Grantees shall not assign an Aeronautics Grant Contract or enter into a subcontract for any of the services performed under an Aeronautics Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of the Aeronautics Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

Please modify the highlighted fields accordingly based on the respective contract.

CONTRACT CLAUSES:

D.6. Conflicts of Interest. **ENGINEER** warrants that no part of the total contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to **CITY OF COLLEGEDALE, TENNESSEE** in connection with any work contemplated or performed relative to this Contract.

D.7. Lobbying. The **ENGINEER** certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Promisor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The **ENGINEER** shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.10. Nondiscrimination. **ENGINEER** hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the **ENGINEER** on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The **ENGINEER** shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.12. Public Accountability. If the **ENGINEER** is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Contract involves the provision of services to citizens by **ENGINEER** on behalf of the State, **ENGINEER** agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The **ENGINEER** shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. **CITY OF COLLEGEDALE, TENNESSEE** shall obtain copies of the sign from the Tennessee Department of Transportation, Aeronautics Division, and upon request from the **ENGINEER**, provide **ENGINEER** with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the **ENGINEER** in relation to this Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the **ENGINEER** in relation to this Contract shall be approved by the State.

D.15. Records. The **ENGINEER** and any approved subcontractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the **ENGINEER** and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The **ENGINEER**'s records shall be subject to audit at any reasonable time and upon reasonable notice by the Tennessee Department of Transportation, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Contract expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The **ENGINEER** shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The **ENGINEER** shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system.

The **ENGINEER** shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Tennessee Department of Transportation, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

Work Order No. 02-2023

to the

Master Agreement

For

Professional Services

City of Collegedale – Collegedale Municipal Airport

Project No. 23A08291

This WORK ORDER ("Work Order") is made by and between the **City of Collegedale, Tennessee** (hereinafter referred to as "**Owner**") and **Garver, LLC**, (hereinafter referred to as "**Garver**" or "**Engineer**") in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on June 16, 2020 (the "Agreement").

Under this Work Order, the Owner intends to:

Underground Storage Tank (UST) Removal – Provide administrative, design, and bidding services for the removal of an UST, backfill, and apron paving project.

Garver will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

SECTION 1 - SCOPE OF SERVICES

1.1 Garver shall provide the following Services:
- 1.1.1 Appendix A – Scope of Services.

1.2 In addition to those obligations set forth in the Agreement, Owner shall:
- 1.2.1 Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.
- 1.2.2 Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.
- 1.2.3 Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement, except as otherwise described in the Services under Section 1.1.
- 1.2.4 Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.
- 1.2.5 Furnish Garver a current boundary survey with easements of record plotted for the project property.
- 1.2.6 Pay all plan review and advertising costs in connection with the project.
- 1.2.7 Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Owner may require.
- 1.2.8 Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.

SECTION 2 – PAYMENT

For the Services set forth above, Owner will pay Garver on a lump sum basis. The Owner represents that funding sources are in-place with available funds necessary to pay Garver.

The table below presents a summary of the fee amounts and fee types for this Work Order.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Project Administration	$5,330.00	LUMP SUM
Environmental Services	$6,700.00	LUMP SUM
Final Design	$25,170.00	LUMP SUM
Bidding Services	$7,600.00	LUMP SUM
TOTAL FEE	$44,800.00	

The lump sum amount to be paid under this Work Order is $44,800.00. For informational purposes, a breakdown of Garver's estimated costs is included herein with approximate current hourly rates for each employee classification.

SECTION 3 – APPENDICES

3.1 The following Appendices are attached to and made a part of this Work Order:
- 3.1.1 Appendix A – Scope of Services
- 3.1.2 Appendix B – Fee Spreadsheet
- 3.1.3 Appendix C – TDOT Required State Contract Provisions

This Work Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

The effective date of this Work Order shall be the last date written below.

CITY OF COLLEGEDALE, TENNESSEE	GARVER, LLC
By: _____ *Signature*	By: _____ *Signature*
Name: Ryan Byford *Printed Name*	Name: P. Ryan Sisemore *Printed Name*
Title: Airport Manager	Title: Vice-President
Date: 4-18-23	Date: April 11, 2023
Attest: _____	Attest: _____

GARVER

APPENDIX A
SCOPE OF SERVICES

EXHIBIT A
(SCOPE OF SERVICES)

Generally, the Scope of Services includes the following professional services for improvements to the Underground Fuel Storage Tank (UST) at Collegedale Municipal Airport. Improvements will consist primarily of UST Removal as shown in Exhibit A1.

- Project Administration
- Design Services
  - 90% Final Design
  - 100% Issued for Bid
- Bidding Services

1. PROJECT ADMINISTRATION

1.1. Garver will serve as the Owner's representative for the project and furnish consultation and advice to the Owner during the performance of this service. Garver will attend conferences alone or with Owner's representatives, local officials, state and federal agencies, and others regarding the scope of the proposed project, its general design, functions, and impacts.

1.2. Garver will assist in development of grant reimbursement packets for review, execution, and submittal to Tennessee Department of Transportation – Aeronautics Division (TAD) by the Owner.

2. DESIGN SERVICES

2.1. General: Garver will prepare detailed construction drawings, specifications, instructions to bidders, and general provisions and special provisions, all based on guides furnished to Garver by the Owner and TAD, or internally developed by Garver. Contract Documents (Plans, Specifications, and Estimates) will be prepared for award of one (1) construction contract. These designs shall conform to the standards of practice ordinarily used by members of Garver's profession practicing under similar conditions and shall be submitted to the TAD office from which approval must be obtained.

2.2. Owner / Agency Coordination:Garver's project manager and/or design team will coordinate with the Owner as necessary to coordinate design decisions, site visits, document procurement, or other design needs.

2.3. Project Management Plan / Quality Control Procedures

5.3.1 Garver will develop a project specific project management plan. The project management plan will include the project background, scope of work, stakeholder contact information, project team organization and roles, design criteria, project schedule, deliverables, and quality control procedures.

5.3.2 Garver will complete quality control reviews for each deliverable prior to any design submission to Owner and/or FAA. Quality control reviews will be completed by qualified project managers, project engineers, and/or senior construction observers who are experienced in the relevant discipline and design elements under review. Internal progress meetings will be held during all design phases to ensure adequate quality control throughout the design phases.

2.4. Environmental Coordination

2.4.1. Garver will coordinate and complete a Documented CATEX for submission to TAD to receive environmental clearance for the project. This will be performed in accordance with the regulations set forth by TAD Environmental SOP.

2.5. Airspace Analysis: Garver will prepare and submit the project to the FAA for permanent airspace clearance on the Obstruction Evaluation and Airport Airspace Analysis (OE/AAA) website and coordinate with FAA representatives.

2.6. Construction Safety and Phasing Plan

2.6.1. Garver will develop a construction safety and phasing plan (CSPP) for the project. During development of the CSPP, Garver will hold a meeting with Airport staff and other stakeholders at the Airport's request to obtain feedback regarding operations during each proposed phase of construction.

2.7. Existing Conditions Review

2.7.1. Record Document Review: Garver will review record document data from the vicinity of the construction site to evaluate existing conditions. Record document data may include record drawings, record surveys, utility maps, GIS data, and previous design reports.

2.7.2. Site Visits: Garver's engineers will perform up to one (1) site visit to the project site to review existing conditions and evaluate survey and record document data.

2.8. Pavement Design: Based on this analysis and discussions with the Owner, a pavement design for the project will be chosen. For concrete pavement design, Garver will design joint patterns and jointing details.

2.9. Grading and Drainage: Grading and drainage design shall be completed in accordance with FAA AC 150/5300-13 (Airport Design), FAA AC 150-5320-5 (Airport Drainage Design), and applicable local drainage codes.

2.10. Plan Set Development

The following matrix details the plan drawings to be included in each design submittal.

Plan Set	Design Phase	
	90% Final	100% Issued for Bid
Cover Sheet & Index	X	X
General Notes	X	X
Project Layout Plan	X	X
Construction Safety Plans	X	X
Construction Safety Details	X	X
Existing Conditions Plans	X	X
Demolition Plans	X	X
Demolition Details	X	X

Paving Plans & Details	X	X
Pavement Marking Plans & Details	X	X

2.11. Specifications and Contract Documents

2.11.1. Technical Specifications: Detailed specifications shall be developed using FAA "Standards for Specifying Construction for Airports" AC 150/5370-10 (latest edition) or other appropriate standards approved for use by the FAA. Additional supplementary specifications will be developed for project requirements not covered by FAA AC150/5370-10 or when state or local standards are approved by the FAA.

2.11.2. Construction Contract Documents: Garver will develop construction contract documents. A specimen copy of the General Provisions and applicable prevailing wage rates will be obtained by Garver from the FAA and/or Department of Labor as appropriate for incorporation into the specifications for the proposed project. Final construction contract documents will be submitted to the Owner for final review and approval.

2.12. Quantities and Engineer's Opinion of Probable Cost: Garver will develop detailed quantities in PDF format for use in construction cost estimating for each design phase. Quantities will be completed by pay item. Upon the completion of quantity development, Garver will review previous cost data and market conditions and complete an Engineer's Opinion of Probable Cost.

2.13. Design Services Submission and Meeting Summary: The following design submittal phases shall be included in the fee summary. A summary of each design phase and the associated review meetings is included below.

2.13.1. 90% Final Design

2.13.1.1. Garver will develop 90% final design plans, specifications, and engineer's report and submit these to the Owner for review. It is anticipated that the Owner will review the design submission within two weeks.

2.13.1.2. At the completion of the Owner review period, Garver will meet with the Owner to review the 90% final design plans, specifications, and engineer's report and to receive Owner comments and direction.

2.13.2. 100% Issued for Bid (IFB): Garver will develop 100% IFB plans and specifications and submit these to the Owner for review. It is anticipated that the Owner will review the IFB submission within two weeks.

3. BIDDING SERVICES

3.1. Bidding. Garver will assist the Owner in advertising for and obtaining bids or negotiating proposals for one prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend a pre-bid conference and receive and process deposits for Bidding Documents. The Owner will pay advertising costs outside of this contract.

3.2. Garver will issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. Garver will consult with and advise the Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents. Garver will consult with the Owner concerning the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

3.3. Garver will attend the bid opening, prepare a bid tabulation, and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services. Garver will assist the Owner in the execution of all contract documents and furnish a sufficient number of executed documents for the Owner, Contractor and TAD.

4. PROJECT DELIVERABLES

4.1. The following deliverables will be submitted to the parties identified below. Unless otherwise noted below, all deliverables shall be electronic.

- 90% Final Design Plans and Specifications to the Owner and TAD.
- 100% Issued for Bid Plans and Specifications to the Owner and TAD.
- Other electronic files as requested.

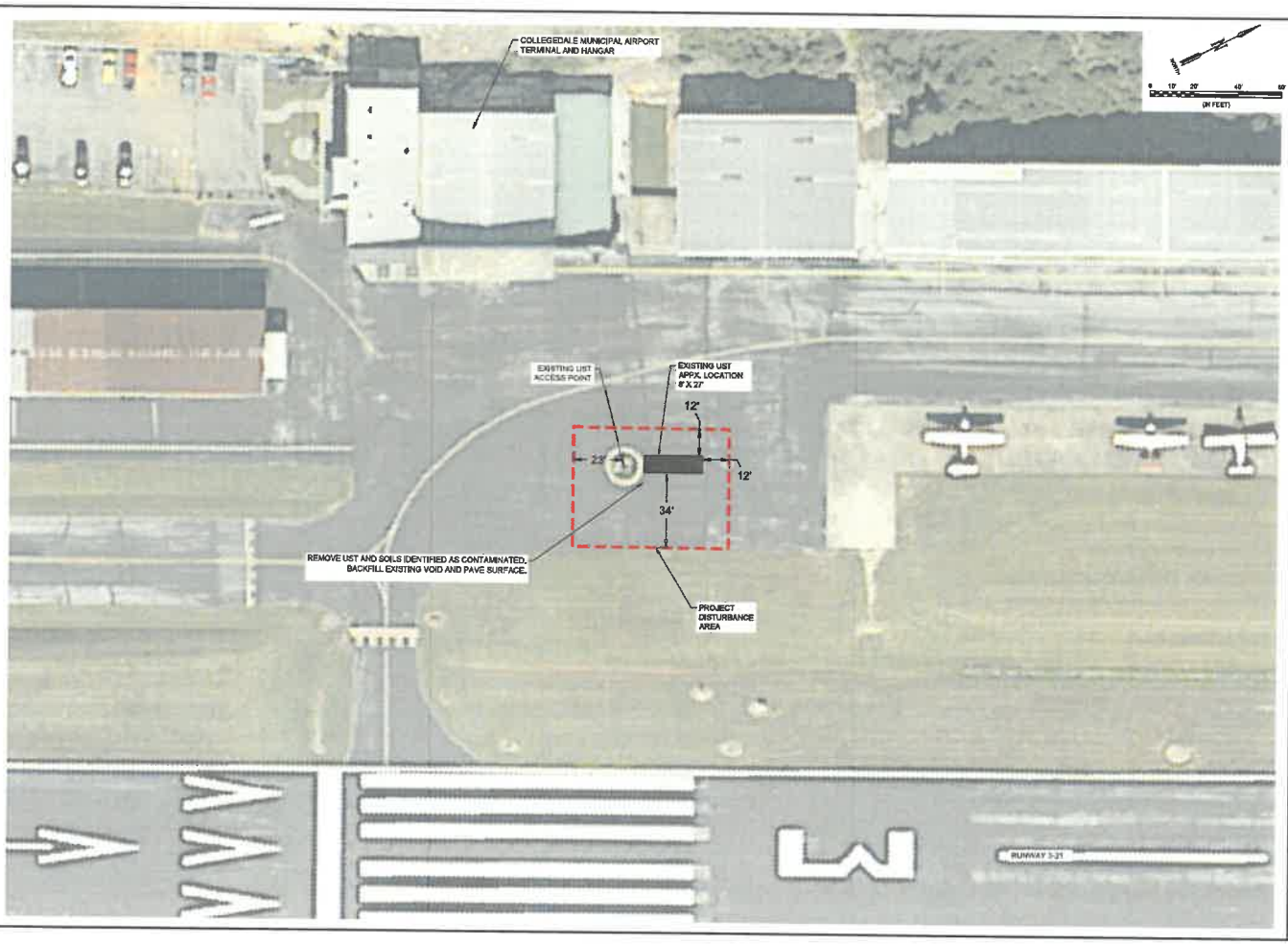
5. ADDITIONAL SERVICES

5.1. The following items are not included under this agreement but will be considered as additional services to be added under Amendment if requested by the Owner.

- Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- Deliverables beyond those listed herein.
- Design of any utility relocation.
- Engineering, architectural, or other professional services beyond those listed herein.
- Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to TDEC.
- Construction Administration Services, On-Site Construction Observation, and/or Construction Materials Testing.
- Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- Services after construction, such as warranty follow-up, operations support, and Part 139 inspection support.

6. SCHEDULE

6.1. Garver shall begin work under this Agreement upon execution of this Agreement and shall complete the work within a mutually agreeable schedule with the Owner.



GARVER

COLLEGEDALE MUNICIPAL AIRPORT
APISON, TENNESSEE

UNDERGROUND STORAGE
TANK REMOVAL

UST REMOVAL EXHIBIT

JOB NO.: 23A06291
DATE: 02/21/2023
DESIGNED BY: MJC
DRAWN BY: MJC

DRAWING NUMBER
A-1

APPENDIX B
FEE SPREADSHEET

Exhibit B

Collegedale Municipal Airport
Underground Storage Tank Removal - Design & Bidding

FEE SUMMARY

Fee Type	Title I Service	Estimated Fees
Lump Sum	Project Administration	$ 5,330.00
Lump Sum	Environmental Services	$ 6,700.00
Lump Sum	Final Design	$ 25,170.00
Lump Sum	Bidding Services	$ 7,600.00
	Subtotal for Title I Service	**$ 44,800.00**

Exhibit B

Collegedale Municipal Airport
Underground Storage Tank Removal - Design & Bidding

Project Administration

WORK TASK DESCRIPTION	E-6	E-3	E-2	AM-2
	hr	hr	hr	hr
1. Project Administration				
Accounting Administration				2
Coordination with Client		2		
Coordination with TDOT		2		
External Coordination (Utility, City, etc.)		1		
Internal Coordination		8		
Prepare for Scoping Meeting		1		
Attend Scoping Meeting (virtual)		1		
Scoping Meeting minutes and Follow-Up Tasks		1		
Contract Preparation		1		2
Draft and Submit State Grant Application		2		
Develop Quality Control Plan		1		
Develop Monthly Reimbursement Packages (4 estimated)		4		4
Subtotal - Project Administration	**0**	**24**	**0**	**8**

Hours	**0**	**24**	**0**	**8**

SUBTOTAL - SALARIES: **$5,288.00**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	$20.00
Postage/Freight/Courier	$20.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **$40.00**

SUBTOTAL: **$5,328.00**

SUBCONSULTANTS FEE: **$0.00**

TOTAL FEE (ROUNDED): **$5,330.00**

Exhibit B

Collegedale Municipal Airport
Underground Storage Tank Removal - Design & Bidding

Environmental Services

WORK TASK DESCRIPTION	E-6	E-3	AM-2
	hr	hr	hr
1. Categorical Exclusion (CATEX)			
Draft Documented CATEX		24	
Submit Final Documented CATEX to TAD		12	
Subtotal - Categorical Exclusion (CATEX)	**0**	**36**	**0**

Hours	**0**	**36**	**0**
SUBTOTAL - SALARIES:		**$6,696.00**	
SUBTOTAL:		**$6,696.00**	
SUBCONSULTANTS FEE:		**$0.00**	
TOTAL FEE (ROUNDED):		**$6,700.00**	

Exhibit B

Collegedale Municipal Airport
Underground Storage Tank Removal - Design & Bidding

Final Design

WORK TASK DESCRIPTION	E-5	E-3	E-2	E-1
	hr	hr	hr	hr
1. Civil Engineering				
Incorporate (Owner/TAD) CSPP Comments		1		
Prepare Final Construction Safety and Phasing Plan		2		
CSPP Submission to FAA Through OEAAA		1		
Develop Geometric Layout		8		
Develop Pavement Design		2		
Final Plans				
Cover Sheet & Sheet Index		1	1	
General Notes		1	1	
Project Layout Plan		2	2	
Construction Safety Plans		2	2	
Construction Safety Details		1	2	
Existing Conditions Plans		1	2	
Erosion Control Plans		2	4	
Erosion Control Details		1	2	
Demolition Plans		2	4	
Demolition Details		4	16	
Typical Sections		2	2	
Paving Plans		2	4	
Paving Details		1	2	
Grading Plans		1	2	
Grading Details		1	2	
Pavement Marking Plans & Details		1	2	
Develop Construction Contract Documents		6	4	
Develop Technical Specifications		4	8	
Develop Supplemental Specifications		6	8	
Develop Final Quantities		2	4	
Develop Final Opinions of Probable Construction Costs		2	4	
Incorporate Final (Owner/TAD) Review Comments		1	2	
Site Visit		8		
Subtotal - Civil Engineering	**0**	**68**	**80**	**0**
Hours	**0**	**68**	**80**	**0**

SUBTOTAL - SALARIES:	**$24,888.00**
DIRECT NON-LABOR EXPENSES	
Document Printing/Reproduction/Assembly	$25.00
Office Supplies/Equipment	$15.00
Travel Costs	$245.50
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	**$285.50**
SUBTOTAL:	**$25,173.50**
SUBCONSULTANTS FEE:	**$0.00**
TOTAL FEE (ROUNDED):	**$25,170.00**

Exhibit B

Collegedale Municipal Airport
Underground Storage Tank Removal - Design & Bidding

Bidding Services

WORK TASK DESCRIPTION	E-3	E-2	AM-2
	hr	hr	hr
1. Civil Engineering			
Upload Bid Documents to Plan Room	1		
Review and Respond to Request for Information (RFI)	2	4	
Draft and Distribute Addendums	2		
Prepare for Pre-Bid Meeting	1		
Attend Pre-Bid Meeting (On-site)	8		
Bid Opening (On-site)	8		
Prepare Bid Tabulation	1	2	
Evaluate Bids and Prepare Recommendation of Award	1	2	
Prepare Contract Documents	4		2
Prepare Issued for Construction Plans and Specifications	2		
Subtotal - Civil Engineering	**30**	**8**	**2**

Hours	**30**	**8**	**2**
SUBTOTAL - SALARIES:		**$7,010.00**	
DIRECT NON-LABOR EXPENSES			
Document Printing/Reproduction/Assembly		$50.00	
Postage/Freight/Courier		$25.00	
Office Supplies/Equipment		$20.00	
Travel Costs		$491.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$586.00**	
SUBTOTAL:		**$7,596.00**	
SUBCONSULTANTS FEE:		**$0.00**	
TOTAL FEE (ROUNDED):		**$7,600.00**	

APPENDIX C
TDOT REQUIRED STATE CONTRACT PROVISIONS

TN TDOT Department of Transportation

Aeronautics Division

Required State Contract Provisions

For Obligated Sponsors and Airport Improvement Program Projects

STANDARD TERMS AND CONDITIONS:

Grantees shall not assign an Aeronautics Grant Contract or enter into a subcontract for any of the services performed under an Aeronautics Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of the Aeronautics Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

Please modify the highlighted fields accordingly based on the respective contract.

CONTRACT CLAUSES:

D.6. Conflicts of Interest. **ENGINEER** warrants that no part of the total contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to **CITY OF COLLEGEDALE, TENNESSEE** in connection with any work contemplated or performed relative to this Contract.

D.7. Lobbying. The **ENGINEER** certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Promisor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The **ENGINEER** shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.10. Nondiscrimination. **ENGINEER** hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the **ENGINEER** on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The **ENGINEER** shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.12. Public Accountability. If the **ENGINEER** is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Contract involves the provision of services to citizens by **ENGINEER** on behalf of the State, **ENGINEER** agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The **ENGINEER** shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. **CITY OF COLLEGEDALE, TENNESSEE** shall obtain copies of the sign from the Tennessee Department of Transportation, Aeronautics Division, and upon request from the **ENGINEER**, provide **ENGINEER** with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the **ENGINEER** in relation to this Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the **ENGINEER** in relation to this Contract shall be approved by the State.

D.15. Records. The **ENGINEER** and any approved subcontractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the **ENGINEER** and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The **ENGINEER**'s records shall be subject to audit at any reasonable time and upon reasonable notice by the Tennessee Department of Transportation, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Contract expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The **ENGINEER** shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The **ENGINEER** shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system.

The **ENGINEER** shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Tennessee Department of Transportation, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

ADMINISTRATIVE SETTLEMENT REQUEST

TO: City of Collegedale

FROM: Johnathan Reagan - OR Colan Right of Way Acquisition Agent

DATE: 03/27/2023

SUBJECT:
FEDERAL ROW: N/A **TRACT#** 5
STATE ROW: N/A
COUNTY: Hamilton
CITY: Collegedale
OWNER/S: Terry D. Miller and Carol Miller

Name of Appraisers: Nick Chop and Todd Rogers **Amount:** $1,650.00
Before Acreage: 10.959 AC **Taking:** 0.000 AC **After Acreage:** 10.959 AC
Approved Offer: $1,650.00 **Counteroffer:** $2,000.00
Amount of Increase: $350.00 **Percent of Increase:** approx. 21%

JUSTIFICATIONS FOR SETTLEMENT

This Administrative Settlement proposal is based upon negotiations between Terry Miller, Carol Miller and the City of Collegedale. The Millers believes that the appraiser should have included the cost of any trees that could potentially be lost as part of any cutting. They believe their offer should include the cost of the easement on the land and the cost of the tree that could need to be cut as part of the project. I believe an increase of $350 is warranted due to the various and subjective methods in evaluating damages and to avoid litigation. The additional $350 is both reasonable and justified for the above reason and due to the administrative cost of conducting a trial should the property need to be condemned.

APPROVED AS FOLLOWS:

LAND:	
AVIGATION EASTMENT:	$1,650.00
CUT FILL SLOPES:	
TEMP. CONSTRUCTION EASEMENT:	
IMPROVEMENTS:	$350.00
DAMAGES TO REMAINDER:	
UTILITY ADJUSTMENT:	
GRAND TOTAL:	$2,000.00

Approved By

Date

ADMINISTRATIVE SETTLEMENT REQUEST

TO: City of Collegedale

FROM: Johnathan Reagan - OR Colan Right of Way Acquisition

DATE: Agent 04/19/2023

SUBJECT:
FEDERAL ROW: N/A **TRACT#** 6
STATE ROW: N/A
COUNTY: Hamilton
CITY: Collegedale
OWNER/S: Jonathan Jay Jones

Name of Appraisers: Nick Chop and Todd Rogers **Amount:** $10,300.00
Before Acreage: 18.78 AC **Taking:** 0.000 AC **After Acreage:** 18.78 AC
Approved Offer: $10,300.00 **Counteroffer:** $11,330.00
Amount of Increase: $1,030.00 **Percent of Increase:** approx. 10%

JUSTIFICATIONS FOR SETTLEMENT

This Administrative Settlement proposal is based upon negotiations between Jonathan Jones and the City of Collegedale. Mr. Jones and his attorney believe that the appraiser should have included the cost of any trees that could potentially be lost as part of any cutting. They believe their offer should include the cost of the easement on the land and the cost of the tree that could need to be cut as part of the project. They also believe that having an easement that stays with the property could hurt their position to sell the property in the future. I believe an increase of $1,030 is warranted due to the various and subjective methods in evaluating damages and to avoid litigation. The additional $1,030 is both reasonable and justified for the above reason and due to the administrative cost of conducting a trial should the property need to be condemned.

APPROVED AS FOLLOWS:

LAND:	
AVIGATION EASTMENT:	$11,330.00
CUT FILL SLOPES:	
TEMP. CONSTRUCTION EASEMENT:	
IMPROVEMENTS:	
DAMAGES TO REMAINDER:	
UTILITY ADJUSTMENT:	
GRAND TOTAL:	$11,330.00

Approved By Date