

**Farragut Board of Mayor & Aldermen
Meeting Minutes**

July 8, 2021

Roll Call

Roll Call for attendance: Alderman Meyer, present; Alderman Povlin, yes; Mayor Williams, yes; in addition to staff and members of the press; Aldermen Burnette and Pinchok were absent.

Approval of Agenda

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

Approval of Minutes

Motion was made to approve the minutes of June 24, 2021, as presented. Moved by Alderman Povlin, seconded by Alderman Meyer; voting yes, Mayor Williams, Aldermen Meyer and Povlin; no nays; Alderman Burnette and Pinchok were absent; motion passed.

Mayor's Report

Appointments to the Municipal Planning Commission-Mayor Williams reappointed Jon Greene and Noah Myers to the Farragut Municipal Planning Commission.

Business Items

Approval of the Farragut Museum Committee Charter Revision

Motion was made to increase the number of voting members from nine (9) to eleven (11) and the number of non-voting youth members from one (1) to three (3). Moved by Alderman Povlin, seconded by Alderman Meyer; voting yes, Mayor Williams, Aldermen Meyer and Povlin; no nays; Alderman Burnette and Pinchok were absent; motion passed.

Approval of Professional Services Agreement with CDM Smith, Inc. for Development of Grigsby Chapel Road Traffic Mitigation Study

Motion was made to approve the Professional Services Agreement with CDM Smith in the amount of \$69,500. Moved by Alderman Povlin, seconded by Alderman Meyer. An amended motion was made to include the following items to the scope of services:

- Add the entrance road from the Grigsby Park subdivision to the list of subdivision roads.
- Add under the 4th bullet under the Scope of Services: Conduct a review of the corridor crash history for a period 3-5 years. Ensure that the review of crash history also includes maintenance records by the Town of Farragut for repairs made to the calming island caused by hit-and-run vehicles.

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

Approval of Professional Services Agreement with Cannon & Cannon, Inc. for Development of Jamestowne Blvd Traffic Study

Motion was made to approve the Professional Services Agreement with Cannon & Cannon in the amount of \$80,000. Moved by Alderman Povlin, seconded by Alderman Meyer; voting yes, Mayor Williams, Aldermen Meyer and Povlin; no nays; Alderman Burnette and Pinchok were absent; motion passed.

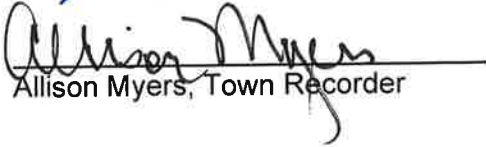
Town Administrator's Report

Trevor Hobbs, Assistant to the Town Administrator reported that the Music Fest at the West End Shopping Center would be July 9th and 10th. He also reported that the UT Medical Center and Tenna Rehabilitation hospital is now open.

Meeting adjourned at 6:21 PM.

A handwritten signature in blue ink, appearing to read "Ron Williams", written over a horizontal line.

Ron Williams, Mayor

A handwritten signature in black ink, appearing to read "Allison Myers", written over a horizontal line.

Allison Myers, Town Recorder



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

AGENDA
July 8, 2021

BMA MEETING
6:00 PM

- I. Roll Call**
- II. Approval of Agenda**
- III. Approval of Minutes**
 - A. June 24, 2021
- IV. Mayor's Report**
 - A. Appointments to the Municipal Planning Commission
- V. Business Items**
 - A. Approval of the Farragut Museum Committee Charter Revision
 - B. Approval of Professional Services Agreement with CDM Smith, Inc. for Development of Grigsby Chapel Road Traffic Mitigation Study
 - C. Approval of Professional Services Agreement with Cannon & Cannon, Inc. for Development of Jamestowne Boulevard Traffic study
- VI. Town Administrator's Report**
- VII. Town Attorney's Report**
- VIII. Citizens Forum**

This meeting can be viewed live on the Farragut YouTube Channel and the Town of Farragut website www.townoffarragut.org/livestream.

The meeting will be held at the Farragut Town Hall, 11408 Municipal Center Drive

11408 MUNICIPAL CENTER DRIVE | FARRAGUT, TN 37934 | 865.966.7057
WWW.TOWNOFFARRAGUT.ORG

It is the policy of the Town of Farragut not to discriminate on the basis of race, color, national origin, age, sex, or disability pursuant to Title VI of the civil Rights Act of 1964, Public Law 93-112 and 101-336 in its hiring, employment practices and programs. To request accommodations due to disabilities, please contact the ADA Coordinator at jcurry@townoffarragut.org or 865-966-7057 in advance of the meeting.

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

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

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

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

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

**Farragut Board of Mayor & Aldermen
Meeting Minutes**

June 24, 2021

Roll Call

Roll Call for attendance: Alderman Burnette, yes; Alderman Meyer, absent; Alderman Pinchok, yes; Alderman Povlin, yes; Mayor Williams, yes; in addition to staff and members of the press.

Approval of Agenda

Motion was made to add agenda item VI.D. Approval of Contract with Whaley Construction, LLC for emergency repairs to Andover Boulevard and approve the agenda with the addition. Moved by Alderman Povlin, seconded by Alderman Pinchok; voting yes, Mayor Williams, Alderman Burnette, Pinchok and Povlin; no nays; Alderman Meyer was absent; motion passed.

Approval of Minutes

Motion was made to approve the workshop minutes of June 10, 2021, as presented. Moved by Alderman Povlin, seconded by Alderman Pinchok; voting yes, Alderman Burnette, Pinchok and Povlin; no nays; Mayor Williams abstained; Alderman Meyer was absent; motion passed.

Motion was made to approve the meeting minutes of June 10, 2021, as presented. Moved by Alderman Povlin, seconded by Alderman Pinchok; voting yes, Alderman Burnette, Pinchok and Povlin; no nays; Mayor Williams abstained; Alderman Meyer was absent; motion passed.

Mayor's Report

Beautification Awards

Commercial/Retail Building-Chili's
Religious Institutions-Concord United Methodist
Retail Commercial Complex-Farragut Gateway
Multi-Family Residential Complex-Autumn Care
Commercial/Office Building-TVA Credit Union
Residential Entrances-Camden Grove
Hotel/Motel-Comfort Inn

Mayor Williams announced that he is appointing Shannon Preston to the Planning Commission.

Ordinances

Second Reading and Public Hearing

Ordinance 21-09, an ordinance to amend the Farragut Municipal Code, Appendix A- Zoning, Chapter 3, Section IV., Open Space Mixed Residential (OSMR), to require a concept plan in association with a rezoning request to establish the distribution of attached vs. detached dwelling units (Town of Farragut, Applicant)

Motion was made to approve Ordinance 21-09 on second and final reading. Moved by Alderman Povlin, seconded by Alderman Pinchok.

An amended motion was made to approve Ordinance 21-09 on second and final reading with the suggested amended language, corrected spelling and to change the percentage in Section 1. B. 3. b. to 5% instead of 10%. Roll call vote, Alderman Burnette, yes; Alderman Pinchok, yes; Alderman Povlin, yes; Mayor Williams, yes; no nays; Alderman Meyer was absent; motion passed.

Business Items

Approval of the Farragut Education Relations Committee Charter Revision

Motion was made to approve the suggested charter revisions to the Farragut Education Relations Committee Charter. Moved by Alderman Povlin, seconded by Alderman Pinchok; voting yes, Mayor Williams, Alderman Burnette, Pinchok and Povlin; no nays; Alderman Meyer was absent; motion passed.

Approval of FY2022 Committee Appointments

Motion was made to appoint Mary Cook and Mary Nussbaum to the Farragut Education Relations Committee. Moved by Alderman Povlin, seconded by Alderman Pinchok; voting yes, Mayor Williams, Alderman Burnette, Pinchok and Povlin; no nays; Alderman Meyer was absent; motion passed.

Approval of Resolution R-2021-06, Annual Debt Management Policy Review

Motion was made to approve Resolution R-2021-06. Moved by Alderman Povlin, seconded by Alderman Pinchok; voting yes, Mayor Williams, Alderman Burnette, Pinchok and Povlin; no nays; Alderman Meyer was absent; motion passed.

Approval of Contract with Whaley Construction, LLC for emergency repairs to Andover Boulevard

Motion was made to approve the Contract with Whaley Construction, LLC for emergency repairs to Andover Boulevard. Moved by Alderman Povlin, seconded by Alderman Pinchok; voting yes, Mayor Williams, Alderman Burnette, Pinchok and Povlin; no nays; Alderman Meyer was absent; motion passed.

Town Administrator's Report

David Smoak, Town Administrator, announced that the 4th of July Parade will be Saturday, July 3 beginning at 9:30 am.

Meeting adjourned at 6:40 PM.

Ron Williams, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Trevor Hobbs, Assistant to the Town Administrator

SUBJECT: Farragut Museum Committee Charter Revisions

INTRODUCTION: The proposed revisions would increase the number of voting members from nine to eleven, and the number of non-voting youth members from one to three.

BACKGROUND: In the course of reviewing committee member appointments, members of the Board of Mayor and Aldermen expressed a need to increase the number of voting member as well as non-voting youth members, in order to allow more opportunities for individuals who expressed interest in committee membership.

DISCUSSION: The proposed revisions to the charter would retain an odd number of voting committee members, a key feature of the committee's composition, while allowing for two additional members to participate. Additionally, increasing the number of non-voting youth members will provide greater opportunities for youth in the community to be involved in important work with the Town.

RECOMMENDATION BY:

PROPOSED MOTION: Approval of the proposed revisions to the Museum Committee charter

BOARD ACTION:

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

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



Farragut Museum Committee Charter

The Farragut Museum Committee is to advise and assist the Town of Farragut, its citizens and its staff in preserving the heritage of our East Tennessee Community. The committee fosters an appreciation of history through the acquisition, collection, preservation, display and interpretation of objects of historic and cultural significance.

The committee shall:

- recommend annual and long-range Town goals to promote appreciation and understanding of the history of the Farragut area to citizens of the Town of Farragut;
- plan special historical programs for all citizens, especially children, seniors and special-needs citizens;
- assist staff as requested in the planning and presentation of changing exhibits;
- promote the Museum through traveling exhibits and lectures;
- raise funds, as needed, for the Museum through donations, memorials, honorariums and membership and acknowledge these through letters, special programs and publications.
- propose reasonable Town funding to initiate and/or maintain programs that will contribute to achieving the Town's cultural goals;
- assist in identifying grant opportunities and preparing grant proposals to help fund the Town's preservation and cultural programs and facilities.

Under the guidance of the Farragut Museum Committee, activities such as lectures, concerts, exhibitions, educational programs and seminars could be presented for the benefit of citizens of the Farragut community. Many such events can be self-supporting or profitable to the Town.

The committee will consist of eleven (11) ~~nine (9)~~ voting members, appointed by the Farragut Board of Mayor and Aldermen, and shall abide by the by-laws approved by the Farragut Board of Mayor and Aldermen. Additionally, the committee may appoint three (3) ~~one (1)~~ non-voting youth member to serve as outlined in the adopted by-laws.

The voting members of the committee shall be appointed for a term of two (2) years. Voting members shall be limited to four (4) terms on this committee. Years of service served prior to July 1, 2019 shall not count in determining years of service.

The committee should hold meetings as needed during each fiscal year. The committee is requested to provide copies of their minutes to the Board. By the end of June each year, the committee is to provide the Farragut Board of Mayor and Aldermen with an annual report on the status of their goals and objectives. Voting members serve at the pleasure of the Board of Mayor and Aldermen and are expected to attend scheduled meetings. The term of any voting member shall expire on the third absence from the scheduled meetings during the fiscal year. Voting members may seek reappointment by the Board of Mayor and Aldermen.

The Town staff will support the committee by providing information, helping facilitate programs and cultural events, and assisting in the preparation of grant applications and reports.

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

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

Amended Date: July 8, 2021

Ron Williams, Mayor

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl W. Smith, PE

SUBJECT: Approval of Professional Services Agreement with CDM Smith, Inc. for Development of Grigsby Chapel Road Traffic Mitigation Study.

INTRODUCTION: The purpose of this item is to consider an agreement with CDM Smith, Inc. for development of a traffic study of Grigsby Chapel Road to determine possible safety and efficiency improvements.

BACKGROUND: During workshop discussions in March and April, the Board expressed concerns regarding safety and efficiency for motorists along the Grigsby Chapel Road corridor. The discussion focused on options that might improve safety for residents entering Grigsby Chapel Road from St. John Court and Fretz Road, and whether those options might create other issues for motorists along the route. Staff asked Cannon & Cannon, Inc. to provide warrant analysis for signalization at both intersections. Findings were presented to the Board by Cannon & Cannon in April, along with discussion of the consequences of improvements considered. The Board requested additional study of all intersections along Grigsby Chapel Road from Smith Road to Campbell Station Road.

Through our RFQ process, the Town's staff recently selected CDM Smith, Inc. as our consultant for completion of the study. CDM Smith (formerly Wilbur Smith Associates) has completed several studies for the Town in the past, and we have always been pleased with their performance. The attached Professional Services agreement with CDM Smith outlines the scope of work for the study (Exhibit A), along with their hourly rates for any additional services outside the project scope (Exhibit B). Total lump sum fee for the study is \$69,500.

FINANCIAL SECTION:

Project: Grigsby Chapel Road Traffic Mitigation Study			
<u>Total Budget</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$70,000	\$69,500	\$0	\$500
Approved By: _____			

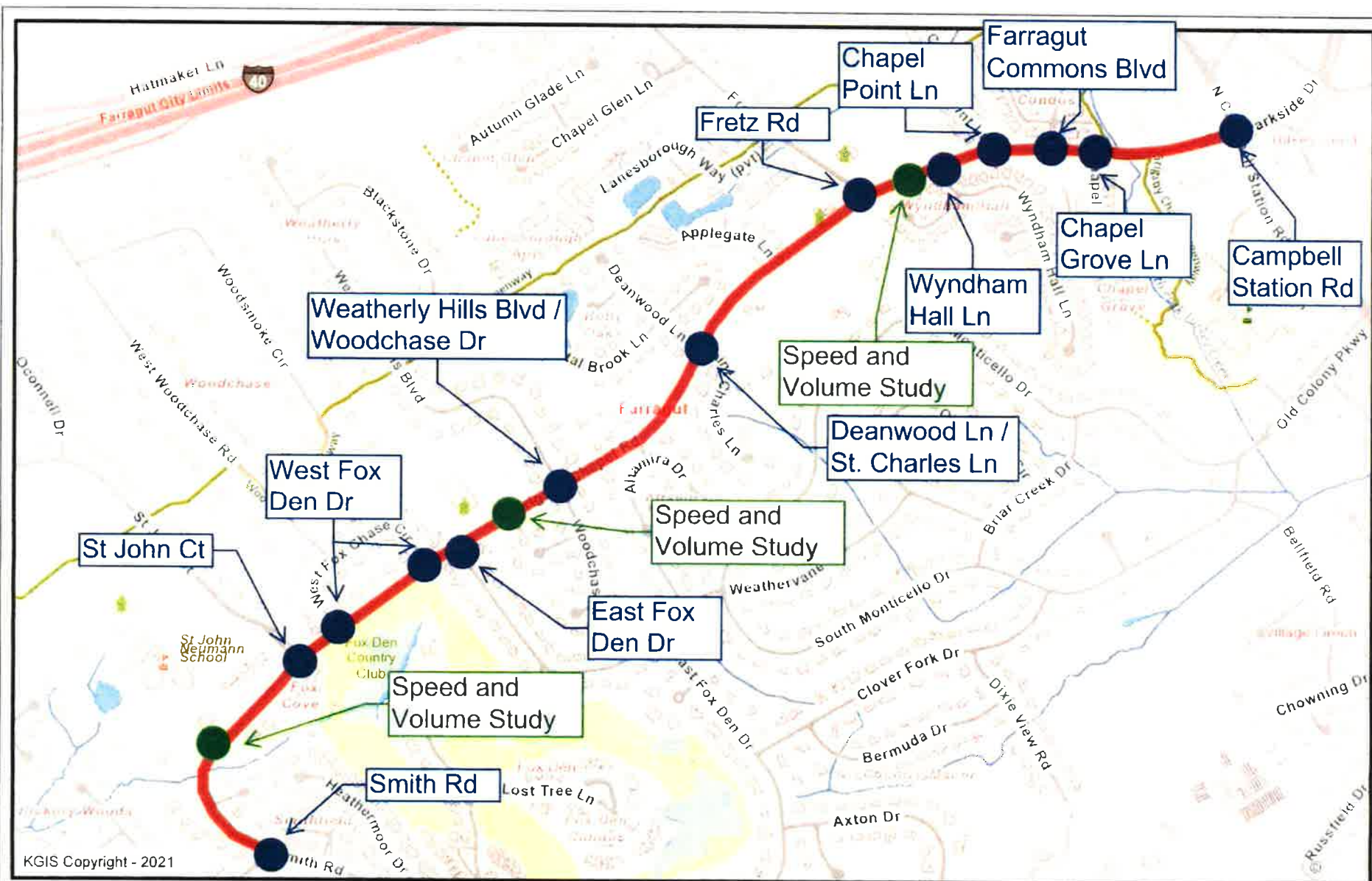
RECOMMENDATION BY: Darryl Smith, PE, Town Engineer

PROPOSED MOTION: Approval of Professional Services agreement with CDM Smith, Inc. for development of the Grigsby Chapel Road Traffic Mitigation Study.

BOARD ACTION:

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

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



Grigsby Chapel Corridor Study

Knoxville - Knox County - KUB Geographic Information System



Printed: 6/30/2021 at 11:00:17 AM



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TOWN OF FARRAGUT

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made by and between **Town of Farragut** ("Client") and CDM Smith Inc. ("Contractor") for professional services for the assignment described as follows:

Project: Grigsby Chapel Road Corridor Study

Location: Grigsby Chapel Road (from N Campbell Station Road to Smith Road)

Description of Project: Corridor study as described in Exhibit A (attached).

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

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

2. **Compensation.** Client shall compensate Contractor for the Basic Services as follows: A lump sum fee of \$69,500.00, including reimbursable expenses. In addition, Client shall pay Contractor for additional services that may be requested by the Client beyond the Basic Services in accordance with the hourly rate schedule attached as **Attachment B** to this Agreement.

3. **Schedule.** Contractor shall begin work upon notification of approval of this Agreement by the Board of Mayor and Aldermen and shall complete the work by submitting the final deliverables on or before December 1, 2021. 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 in accordance with the Standard of 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. All insurance required by this agreement, except the Contractor's Workers Compensation and Professional Liability policies, shall contain or be endorsed to contain a provision that includes Client, its officials, officers, and employees 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 limits expressly required in section 11 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 the extent arising from a negligent act or omission of the Contractor, 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: Ronald Jeffrey Mize, Jr.

Printed
Name: Ronald Jeffrey Mize, Jr., PE

Title: Associate

Date: June 28, 2021

Exhibit A

Scope of Work



1100 MARION ST., SUITE 300
Knoxville, Tennessee 37921
tel: 865.963.4300
fax: 865.524.5311

June 28, 2021

Mr. Darryl W. Smith, P.E.
Town Engineer
Town of Farragut
11408 Municipal Center Drive
Farragut, Tennessee 37922

RE: CORRIDOR TRAFFIC ASSESSMENT, GRIGSBY CHAPEL RD, FARRAGUT, TN

Dear Mr. Smith:

In response to your request, CDM Smith is pleased to offer this professional services proposal to prepare a corridor traffic study for Grigsby Chapel Road between Campbell Station Road and Smith Road. The study purpose is an evaluation of the corridor for traffic control alternatives during the school year and outside the school year. We understand that traffic from the local side streets may experience difficulty finding an acceptable gap to enter Grigsby Chapel Road during peak hours, including the peak hours for school operations. This corridor study will evaluate the traffic conditions and examine alternative traffic control to improve the conditions and explore opportunities to increase gaps in the traffic flow to improve the access from the side streets along the corridor.

The study intersections along Grigsby Chapel Road will include the following:

1. Campbell Station Road
2. Chapel Grove Lane
3. Farragut Commons Drive
4. Chapel Point Lane
5. Wyndham Hall Lane
6. Fretz Road
7. Deanwood Lane/St. Charles Lane
8. Weatherly Hills Boulevard/Woodchase Drive
9. East Fox Den Drive
10. West Fox Chase Circle (two intersections - East and West)
11. St John Court
12. Smith Road

Two sets of turning movement counts (TMC) will be conducted for the study intersections – one count during the school year, and a separate count outside the school year. These TMCs will be 11 and 6 hours to address peak hours of the adjacent street and school operation. In addition to the TMCs, three automatic traffic counts (ATC) will be conducted for Grigsby Chapel Road for five (5) weekdays during and outside the school year for hourly volumes and speeds to ascertain traffic variations during the day and week. Speed data will be used for traffic signal warrant analyses and to evaluate the current and proposed signs and markings for the corridor.





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The ATCs will be conducted at the following locations on the corridor:

1. East of Fretz Road
2. North of Smith Road
3. West of Weatherly Hills Boulevard/Woodchase Drive

Crash data will also be collected and evaluated to determine any patterns that might mitigate and/or warrant improved traffic control along the corridor.

Intersections will be evaluated for the current traffic control and possible alternative traffic control including but not limited to signalization, multiway STOPs, and roundabouts. We know that one of primary goal for the Town of Farragut is to create gaps on Grigsby Chapel Road for motorists to safely enter from a side street or driveway. CDM Smith will explore other less-conventional solutions besides those aforementioned conventional traffic control devices. Alternatives may be limited by to the changing roadway geometry and/or acquiring ROW, but the evaluation and each alternative and its limitations will be discussed with the Town of Farragut. The study will also evaluate signs and markings for the corridor and possible additional traffic control devices to improve the traffic flow and safety.

Scope of Services

The preparation of the Grigsby Chapel Road corridor traffic study includes the following detailed scope of work:

- Conduct turning movement counts (TMCs) for the aforementioned study intersections.
- Conduct a 5-day automatic traffic count (ATCs) for Grigsby Chapel Road in the aforementioned 3 locations.
- Review historical traffic count data.
- Conduct a review of the corridor crash history for a period of 3-5 years.
- Measure and document intersection lines of sight.
- Evaluate existing traffic conditions for capacity and levels of service for the study intersections.
- Perform warrant analyses for alternative traffic control.
- Evaluate traffic conditions for capacity and levels of service for alternative traffic control conditions.
- Identify alternative traffic control impacts, addressing ROW and adverse and beneficial traffic flow conditions.
- Identify alternative traffic control and/or possible geometric improvements for the corridor, providing for increased access from the side street intersections.
- Meet with the Town of Farragut to discuss alternatives for the Grigsby Chapel Road corridor.





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- Refine the analyses and alternatives for consideration.
- Prepare a report outlining the study methodology, findings, and recommendations with a technical appendix containing analyses and data collected.
- Present the report with its findings and recommendations to the Town of Farragut Commission.

Schedule and Fee

We can undertake the Grigsby Chapel Road corridor traffic study immediately after receipt of notice of acceptance of this proposal and your specific authorization to begin work. We estimate the draft study can be accomplished in approximately three (3) months from notice to proceed, and the final report would be completed after the Town's comments are addressed. CDM Smith proposes to undertake these professional services for the following lump-sum fee:

Traffic Data Collection.....	\$24,500.00
Traffic Analyses.....	\$26,000.00
Prepare a Corridor Traffic Report	\$15,500.00
Meetings.....	\$ 3,500.00
TOTAL....	\$69,500.00

CDM Smith sincerely appreciates the opportunity to submit this proposal and trust it is fully responsive to your needs. Please let us know if this proposal is acceptable and it will be added as an exhibit to the Town's agreement for engineering services to form our contract for the project and provide authorization to proceed.

If you have any questions regarding this proposal, please call me.

Sincerely,
CDM Smith Inc.

Jeff Mize, P.E.
Associate

cc. Mr. Brannon Tupper, PE



Town of Farragut – Traffic Engineering On-Call

2021 Per Diem Rates
CDM Smith - Knoxville, Tennessee

<u>CLASSIFICATION</u>	<u>RATE</u>
SENIOR ASSOCIATE	\$230.00
SENIOR PROJECT MANAGER	\$192.00
PROJECT MANAGER	\$183.00
SENIOR ENGINEER, SENIOR PLANNER, PRINCIPAL DESIGNER	\$172.00
ENGINEER, PLANNER, SENIOR DESIGNER	\$149.00
JUNIOR ENGINEER	\$121.00
TRANSPORTATION DESIGNER	\$109.00
SENIOR CADD TECHNICIAN	\$ 98.00
CADD TECHNICIAN	\$ 80.00
CHIEF OF SURVEYS	\$145.00
PARTY CHIEF	\$ 68.00
INSTRUMENT OPERATOR	\$ 60.00
ROD OPERATOR	\$ 50.00
ADMINISTRATIVE ASSISTANT	\$ 80.00
CLERICAL	\$ 50.00

NOTE (1) Travel, reproductions, telephone, supplies, and other expenses at cost.
(2) Rates include compensation, benefits, overhead, and fee

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl W. Smith, PE

SUBJECT: Approval of Professional Services Agreement with Cannon & Cannon, Inc. for Development of Jamestowne Boulevard Traffic Study.

INTRODUCTION: The purpose of this item is to consider an agreement with Cannon & Cannon, Inc. for development of a traffic study of Jamestowne Boulevard to determine needed improvements.

BACKGROUND: The Board of Mayor and Aldermen approved an agreement with the Tennessee Department of Transportation (TDOT) in December 2020 for development of a traffic study of Jamestowne Boulevard. The study will consider needed improvements to Jamestowne Boulevard that might encourage motorists to bypass the Kingston Pike/Campbell Station Road intersection, thereby providing an alternate route for the eastbound left turn from Kingston Pike to Campbell Station Road. Reducing the volume of this movement (as well as that of the southbound right turn from Campbell Station to Kingston Pike) will improve the overall efficiency of the intersection. Additionally, the study will consider pedestrian connectivity of Jamestowne Boulevard, as well as future extension of Jamestowne Boulevard across the Ford Property to Municipal Center Drive.

This study will be funded through the Knoxville Regional Transportation Planning Organization with local and Surface Transportation Block Grant (L-STBG) dollars. Current funding for the study is \$80,000 with an 80/20 federal/local split, so the Town will be responsible for 20 percent (\$16,000). TDOT will reimburse the federal share of \$64,000 as work progresses.

Through our RFQ process, the Town's staff recently selected Cannon & Cannon, Inc. as our consultant for completion of the study. Cannon & Cannon has completed several studies for the Town in the past, and we have always been pleased with their performance.

FINANCIAL SECTION:

Project: Jamestowne Boulevard Traffic Study			
<u>Total Budget</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$80,000	\$80,000	\$0	\$0
Approved By: _____			

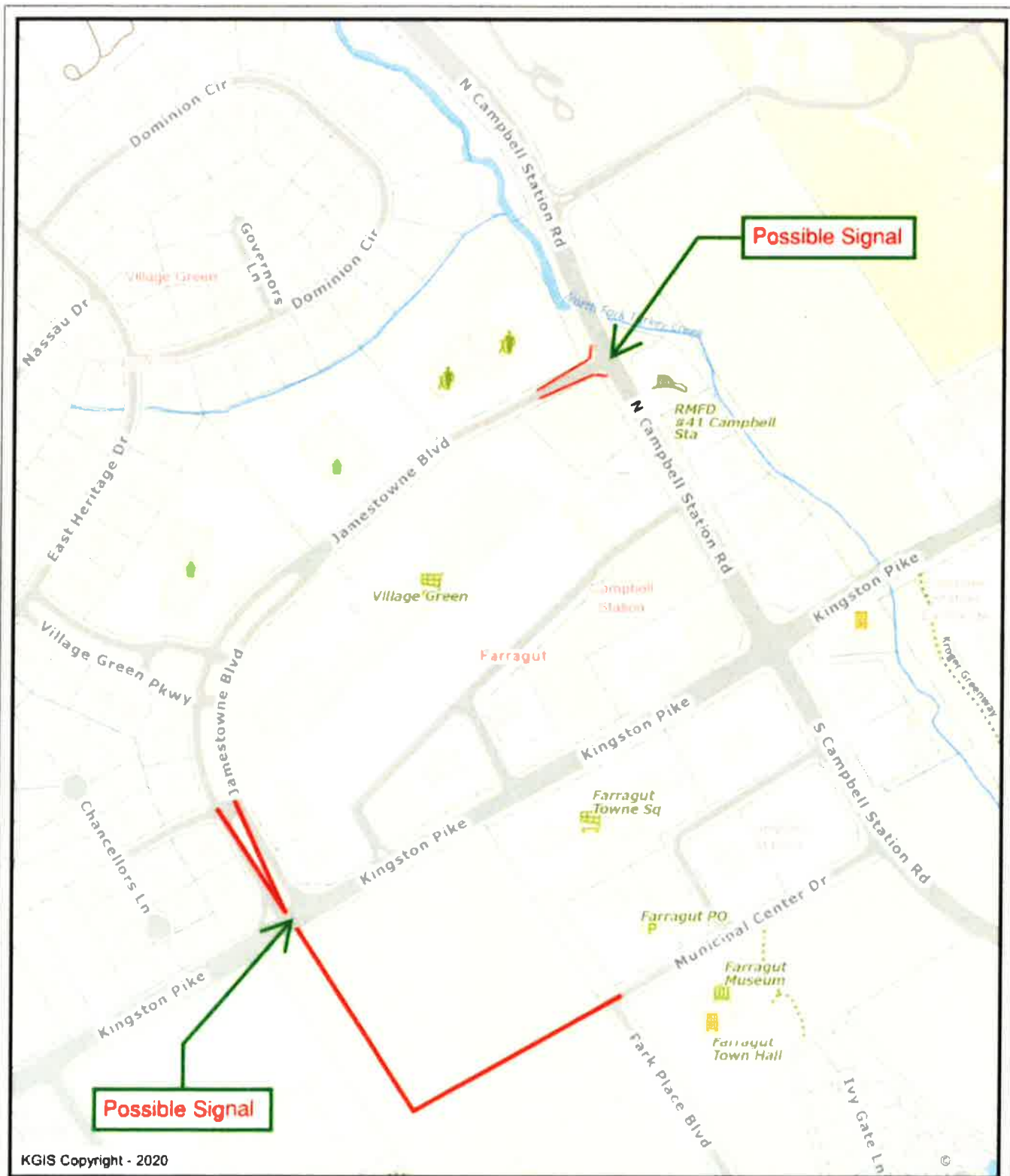
RECOMMENDATION BY: Darryl Smith, PE, Town Engineer

PROPOSED MOTION: Approval of Professional Services agreement with Cannon & Cannon, Inc. for development of the Jamestowne Boulevard Traffic Study.

BOARD ACTION:

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

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



Jamestowne Boulevard

Knoxville - Knox County - KUB Geographic Information System



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