

A G E N D A

FARRAGUT BOARD OF MAYOR AND ALDERMEN

July 12, 2012

BMA MEETING

7:00 PM

- I. Silent Prayer, Pledge of Allegiance, Roll Call**
- II. Approval of Agenda**
- III. Mayor's Report**
- IV. Citizens Forum**
- V. Approval of Minutes**
 - A. June 28, 2012
- VI. Resolution & Ordinances**
 - A. Resolution R-12-08, The Pool's Safety Partners Grant
 - B. Second Reading & Public Hearing
 1. **Ordinance 12-08**, an ordinance to amend the text of the Zoning Ordinance of the Town of Farragut, Tennessee, Ordinance 86-16, as amended, by amending Chapter 4. General Provisions and Exceptions, Section XXVIII. Outdoor Sales Permit, to modify potential users and the parameters of such permits, as authorized pursuant to section 13-4-201, Tennessee Code Annotated.
 2. **Ordinance 12-05**, an amendment to the Farragut Municipal Code, Title 5, to add Chapter 3, Business Registration Program
 - C. First Reading
 1. **Ordinance 12-10**, an ordinance to amend the Farragut Municipal Code, Title 9., C , Three Stories (O-1-3) and Office District, Five Stories (O-1-5) – shared entrance building, to provide for additional signage (Dura-Line Applicant)
- VII. Business Items**
 - A. Approval of Contract 2013-06, Baldwin Park Sidewalk Installation
 - B. Approval of Contract 2013-07, Voice Over Internet Protocol Telephone System
 - C. Appointment to the Visual Resources Review Board
- VIII. Town Administrator's Report**
- IX. Attorney's Report**

A G E N D A

FARRAGUT BOARD OF MAYOR AND ALDERMEN

June 28, 2012

BMA MEETING

7:00 PM

BEER BOARD

(Following Board of Mayor & Aldermen meeting)

- I. Silent Prayer, Pledge of Allegiance, Roll Call**
- II. Approval of Agenda**
- III. Mayor's Report**
 - A. Appointments to the Farragut Planning Commission
- IV. Citizens Forum**
- V. Approval of Minutes**
 - A. June 14, 2012
- VI. Resolution & Ordinances**
 - A. Resolution
 1. Resolution R-2012-08, Maintenance Agreement with TDOT for Improvements to Concord Road from Turkey Creek Road to Northshore Drive
 - B. Second Reading & Public Hearing
 1. Ordinance 12-09, Fiscal Year 2013 Budget for the General, State Street Aid, Capital Investment Program, Equipment, Insurance and Beautification Funds
 - C. First Reading
 1. Ordinance 12-06, an ordinance to amend Title 14. Land Use Controls, to create Chapter 6. Building Facade Ordinance, to add building facade requirements
 2. Ordinance 12-08, an ordinance to amend the text of the Zoning Ordinance of the Town of Farragut, Tennessee, Ordinance 86-16, as amended, by amending Chapter 4. General Provisions and Exceptions, Section xxiii. Outdoor Sales Permit, to modify potential users and the parameters of such permits, as authorized pursuant to section 13-4-201, Tennessee Code Annotated.
- VII. Business Items**
 - A. Approval of Utility Easement at the Public Works Facility on Fretz Road
- VIII. Town Administrator's Report**
- IX. Attorney's Report**

The Farragut Board of Mayor and Aldermen met in a regular session on Thursday, June 28, 2012 at 7:00 p.m.

Members present were Mayor McGill, Aldermen Elliott, Honken, LaMarche and Markli.

Approval of Agenda

Motion was made to approve the agenda. Moved by Alderman LaMarche, seconded by Alderman Elliott; voting yes, Mayor McGill, Aldermen Elliott, Honken, LaMarche and Markli; no nays; motion passed.

Mayor's Report

Appointments to the Farragut Planning Commission

Mayor McGill reappointed Betty Dick, Rita Holladay and Ed St. Clair to a two-year term on the planning commission.

Approval of Minutes

Motion was made to approve the minutes of June 14, 2012 as presented. Moved by Alderman Elliott, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Elliott and Markli; no nays; Aldermen Honken and LaMarche abstained; motion passed.

Resolution & Ordinances

Resolution

Resolution R-2012-08, Maintenance Agreement with TDOT for Improvements to Concord Road from Turkey Creek Road to Northshore Drive

Motion was made to approve Resolution R-2012-08 as presented. Moved by Alderman Markli, seconded by Alderman Honken; voting yes, Mayor McGill, Aldermen Elliott, Honken, LaMarche and Markli; no nays; motion passed.

Second Reading & Public Hearing

Ordinance 12-09, Fiscal Year 2013 Budget for the General, State Street Aid, Capital Investment Program, Equipment, Insurance and Beautification Funds

After much discussion from the board, Cindy McGinnis from KAT, Mark Calvert, Mark Littleton and Jeremy Chandler a motion was made to approve the budget with the following amendment. Budget \$40,000 for KAT, immediately give KAT \$20,000, and evaluate the ridership in six months. If the ridership has increased by 50% the remaining \$20,000 will then be given to KAT. Moved by Alderman Markli, seconded by Alderman Honken; roll call vote; Alderman Elliott, no; Alderman Honken, yes; Alderman LaMarche, yes; Alderman Markli, yes; Mayor McGill, yes; motion passes 4-1.

First Reading

Ordinance 12-06, an ordinance to amend Title 14. Land Use Controls, to create Chapter 6. Building Facade Ordinance, to add building facade requirements

Graham Fox, presented a letter written by Damon Falconnier. After much discussion a motion was made to table the ordinance. Moved by Mayor McGill, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Elliott, Honken, LaMarche and Markli; no nays; motion passed.

Ordinance 12-08, an ordinance to amend the text of the Zoning Ordinance of the Town of Farragut, Tennessee, Ordinance 86-16, as amended, by amending Chapter 4. General Provisions and Exceptions, Section xxiii. Outdoor Sales Permit, to modify potential users and

the parameters of such permits, as authorized pursuant to section 13-4-201, Tennessee Code Annotated.

Motion was made to approve Ordinance 12-08 on first reading. Moved by Alderman Elliott, seconded by Alderman LaMarche; voting yes, Mayor McGill, Aldermen Elliott, Honken, LaMarche and Markli; no nays; motion passed.

Business Items

Approval of Utility Easement at the Public Works Facility on Fretz Road

Motion was made to approve the Utility Easement at the Public Works Facility on Fretz Road. Moved by Alderman Honken, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Elliott, Honken, LaMarche and Markli; no nays; motion passed.

Town Administrator's Report

David Smoak, Town Administrator, announced that the Red, White and Blues event will be on July 3 from 6:30-10:00 PM and the 4th of July parade will begin at 9:30 AM along Kingston Pike.

Meeting adjourned at 9:00 PM.

Ralph McGill, Mayor

Allison Myers, Town Recorder

AGENDA NUMBER V1.A.

MEETING DATE July12, 2012

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Janet Curry, Human Resources Manager

SUBJECT: Resolution R-12-08 authorizing the town to participate in the TML Risk Management Pool "Safety Partners" Loss Control Matching Grant Program.

INTRODUCTION: The Town's worker's compensation carrier, the Pool, offers an annual matching grant in the amount of \$1,000 for employee safety equipment.

BACKGROUND: The Town currently has an excellent safety record that is due, in part, to the consistent use of safety equipment. Since 2009, there have been eight OSHA recordable accidents resulting in two days of lost work time. Much of our Public Works safety equipment is required by Tennessee Occupational Health and Safety (TOSHA) for employees performing their daily work tasks.

DISCUSSION: Proper safety equipment can prevent employee injuries. Employee injuries may result in lost time from work, reduced efficiency, and increasing the worker's compensation premium. Most importantly, employee injuries negatively impact the employee. This grant will help purchase needed employee safety devices and equipment that can mitigate the safety hazard.

The TML Pool will match up to a maximum of \$1,000 that the town spends on approved safety devices and equipment with the maximum reimbursement based on a Priority Classification matrix. Additionally, the grant requires that the attached Resolution be passed by the governing body to authorize the expenditure of funds for safety equipment. Expenditures for safety equipment are included in the Town's annual budget.

FINANCIAL SECTION: No funds requested.

PROPOSED MOTION: Approval of Resolution R-12-08.

BOARD ACTION:

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

<u>VOTE/TOTAL</u>	<u>ELLIOTT</u>	<u>LAMARCHE</u>	<u>MARKLI</u>	<u>WILLIAMS</u>	<u>MCGILL</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____



Town of Farragut, Tennessee

RESOLUTION: R-12-08

A RESOLUTION BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF FARRAGUT AUTHORIZING THE TOWN TO PARTICIPATE IN THE POOL'S "SAFETY PARTNERS" LOSS CONTROL MATCHING SAFETY GRANT PROGRAM

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

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

WHEREAS, The Pool seeks to encourage the establishment of a safe workplace by offering a "Safety Partners" Loss Control Matching Safety Grant Program; and

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

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

SECTION 1. That the Town of Farragut is hereby authorized to submit application for a "Safety Partners" Loss Control Matching Safety Grant through The Pool.

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

Resolved this 12th day of July in the year 2012.

Dr. Ralph McGill, Mayor

ATTEST:

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Ruth Viergutz Hawk, Community Development Director

SUBJECT: Ordinance 12-08, ordinance on 2nd reading to amend the Farragut Zoning Ordinance, Chapter 4. Section XXVIII. Outdoor Sales Permit, to modify potential users and the parameters of such permits

INTRODUCTION: This is a staff initiated ordinance. Section XXVIII. Outdoor Sales Permit was initially written to accommodate the old K-Mart Store for the seasonal sales of flowers, mulch, and other yard related merchandise. Due to other text amendments over the years, this section of the Zoning Ordinance is no longer being used. We do, however, need to accommodate for such events as the Farmers Market, which is held at Renaissance.

BACKGROUND: This ordinance amendment was discussed at the December 15, 2011, planning commission meeting. At that meeting, the following was decided:

- An annual permit would be required for each event. The permit would be based on the calendar year vs. fiscal year;
- Town staff would have the authority to approve/deny the permit based on the developed criteria and past practices of the applicant;
- Outdoor sales would be allowed. Off-premise and on-premise businesses would be permitted to participate;
- The event is intended to be an occasional or intermittent event;
- The purpose of such activities is to add to the sense of community, create a gathering purpose, and generate foot traffic; and
- Permits could not be issued for vacant or vacated properties.

DISCUSSION: The planning commission again workshopped this ordinance at their April 19, meeting. It was agreed that the term "periodic" should be added to further clarify our intent behind the events being occasional or intermittent. It was also agreed that there was no reason to define these terms because they were adequately defined in Webster's Dictionary.

It was also decided that each multi-tenant facility could have as many permits per year as they needed and that each "type" of event should receive a separate permit.

With the exception of eliminating the Shop Farragut logo requirement, the signage provided for in this section is the same as what is provided for with the Special Event Permit. The application process is also similar to the application process of the Special Event Permit.

Following is the introductory paragraph from Ordinance 12-08. It fully explains the intent and purpose of this proposed ordinance:

It is the intent of this section to establish the requirements and the permitting process for group based outdoor sales held within the Town of Farragut. The purpose of such group based outdoor sales events is to create a gathering purpose, to add to the sense of community, and to generate foot traffic for existing permanent businesses at the location of the event. Such events are intended to be occasional, intermittent, or periodic in duration. A group based outdoor sale is an event characterized by multiple participants gathering on common or parking areas of established retail shopping centers for the purpose of selling merchandise to the public. An example of a group based outdoor sales event would include a seasonal farmers market. These regulations are intended to assist in the economic development of the town, but without lessening a quality of life which the citizens of Farragut strive to maintain and improve to the greatest extent possible.

Attached please find a copy Ordinance 12-08.

PROFESSIONAL RECOMMENDATION: Community Development Director, Ruth Hawk, recommends approval of Ordinance 12-08.

PLANNING COMMISSION RECOMMENDATION: On May 17, 2012, in a unanimous vote, the Farragut Municipal Planning Commission recommended approval of revised Ordinance 12-08.

PROPOSED MOTION: To approve Ordinance 12-08 as attached.

BOARD ACTION:

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

<u>VOTE/TOTAL</u>	<u>ELLIOTT</u>	<u>LAMARCHE</u>	<u>MARKLI</u>	<u>HONKEN</u>	<u>MCGILL</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

ORDINANCE: 12-08
PREPARED BY: Hawk
REQUESTED BY: Staff
CERTIFIED BY FMPC: May 17, 2012
PUBLIC HEARING: _____
PUBLISHED IN: _____
DATE: _____
1ST READING: _____
2ND READING: _____
PUBLISHED IN: _____
DATE: _____

AN ORDINANCE TO AMEND THE TEXT OF THE ZONING ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE, ORDINANCE 86-16, AS AMENDED, BY AMENDING CHAPTER 4. GENERAL PROVISIONS AND EXCEPTIONS, SECTION XXVIII. OUTDOOR SALES PERMIT, TO MODIFY POTENTIAL USERS AND THE PARAMETERS OF SUCH PERMITS, AS AUTHORIZED PURSUANT TO SECTION 13-4-201, TENNESSEE CODE ANNOTATED.

BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, that the Farragut Zoning Ordinance, Ordinance 86-16, as amended, is hereby amended as follows:

SECTION 1.

Chapter 4, Section XXVIII. Outdoor Sales Permit, is deleted in its entirety and substituted in lieu thereof the following:

SECTION XXVIII. GROUP BASED OUTDOOR SALES PERMIT

It is the intent of this section to establish the requirements and the permitting process for group based outdoor sales held within the Town of Farragut. The purpose of such group based outdoor sales events is to create a gathering purpose, to add to the sense of community, and to generate foot traffic for existing permanent businesses at the location of the event. Such events are intended to be occasional, intermittent, or periodic in duration. A group based outdoor sale is an event characterized by multiple participants gathering on common or parking areas of established retail shopping centers for the purpose of selling merchandise to the public. An example of a group based outdoor sales event would include a seasonal farmers market. These regulations are intended to assist in the economic development of the town, but without lessening a quality of life which the citizens of Farragut strive to maintain and improve to the greatest extent possible.

ORDINANCE 12-08

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A. General Requirements

1. Each multi-tenant facility located within the General Commercial District (C-1), General Commercial District, Three Stories (C-1-3), Regional Commercial District (C-2), or the Planned Commercial Development District (PCD) shall be eligible for group based outdoor sales permits. Each event shall obtain a separate permit.
2. Participants of the group based outdoor sales event may be off-premise or on-premise businesses.
3. Each group based outdoor sales event shall be held on an intermittent, occasional, or periodic basis.
4. Each group based outdoor sales permit shall be valid from date of permit approval to December 31 of that same calendar year. Such permit may be revoked if the terms of the permit are violated. A permit may be denied if a previously issued permit was revoked.
5. Group based outdoor sales permits shall not be issued for vacant or vacated properties.
6. Sales from trucks with more than three axles are prohibited.
7. Activities of the group based outdoor sales event shall not materially affect the pedestrian or vehicular circulation within the immediate vicinity of the event. The traffic generation of the group based outdoor sales event shall not be allowed to create a hazardous condition for traffic in public rights-of-way.

B. Sign Requirements

1. There shall be a maximum of one (1) sign per group based outdoor sales event not to exceed twenty (20) square feet. For a two-sided sign, only the area of a single face shall be considered.
2. For ground mounted signs, the maximum sign height shall be six (6) feet.
3. Ground mounted signs shall be set back a minimum of twenty (20) feet from the street edge of pavement as measured from the farthest most protrusion of the sign to the nearest point of the street edge of pavement. Signs shall be set back a minimum of ten (10) feet from all entrance driveways.

ORDINANCE 12-08

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4. All signs shall be a minimum ten millimeter (10 mm) corrugated plastic. Ground mounted signs shall be affixed to studded T-posts. All signs shall be affixed in such a manner that they do not move in the wind.
5. All signs shall have a white background.
6. Sign letters shall meet the Visual Resources Review Board's adopted legibility requirements.
7. No banners, streamers, balloons, flags-on-a-rope, other types of wind activated displays, or any sign prohibited in the Farragut Sign Ordinance is permitted.
8. All signs and any associated support posts shall be removed at the end of each stint of the group based outdoor sales event. For example, if an event occurs only on weekends, the sign shall only be permitted on weekends during the event. Signs may be posted twenty-four (24) hours before each stint of the group based outdoor sales event and shall be removed within twenty-four (24) hours at the end of each stint of the group based outdoor sales event.

C. Permitting Process

A group based outdoor sales permit application and filing fee shall be submitted to the Town Hall prior to the commencement of the event. The applicant must have an approved permit in hand prior to holding an event.

All group based outdoor sales permit applications shall include the following information:

1. Applicant's name, street address, telephone number, fax number, and e-mail address. The group outdoor sales permit can only be applied for and issued to the owner of record of the property upon which the group based outdoor sales event is to occur or his/her/its legal representative.
2. Name, street address, telephone number, fax number, e-mail address, and signature of individual identified who assumes the responsibility of meeting the conditions of the permit.
3. Location of group based outdoor sales event.
4. Nature/name of group based outdoor sales event.

ORDINANCE 12-08

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5. Date range of group based outdoor sales event. Include specific dates when actual outdoor sales event will be held.
6. Previous group based outdoor sales event permits approved in the past three calendar years.
7. If applicable, a drawing of the sign which includes dimensions that shows the length and width of the sign, the height and width of all letters and figures, and the overall height of the sign.
8. Include a site plan showing locations for the all outdoor sales. If having tent(s), a separate tent permit may be required per fire safety requirements.

SECTION 2.

This ordinance shall take effect from and after its final passage and publication, the public welfare requiring it.

Dr. Ralph McGill, Mayor

Allison Myers, Town Recorder

Certified to the Farragut Board of Mayor and Aldermen this ____ day of _____, 2012, with approval recommended.

Rita Holladay, Chairman

Edwin K. Whiting, Secretary

FARRAGUT MUNICIPAL PLANNING COMMISSION

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder 

SUBJECT: Ordinance 12-05, an ordinance on second and final reading to amend the Farragut Municipal Code, Title 5, to add Chapter 3, Business Registration Program

INTRODUCTION:

The Business Registration Program is a high priority action item on the Board of Mayor and Aldermen's Strategic Plan. The purpose of the Business Registration Program is to identify, aid and support businesses by obtaining reliable information as to who is conducting or planning to conduct business within the Town of Farragut.

DISCUSSION:

The Economic Development Committee (EDC) reviewed the program policy at their February 1st and March 7th committee meetings. The EDC recommended approval of Ordinance 12-05 with one exception. The EDC recommended businesses that fall under Section 5-306 regarding multi-vendor sales not be required to obtain a business license. After consulting with the Town Attorney on the issue, staff would recommend that these businesses be required to obtain a license for the following reasons:

1. Location alone should not be a deciding factor in which businesses must obtain a license;
2. The goal of the program is to identify and help support all businesses located in Farragut; and
3. Obtaining a comprehensive list of all businesses in Farragut will assist staff in verifying all sales taxes are being properly remitted to the Town from the State of Tennessee.

The following are two other changes made within the ordinance:

1. Section 5-302, Each person who conducts a business, as that term is defined by Tenn. Code Ann. § 67-4-702(a)(2), which operates from a physical site or place of business situated within the corporate limits of the town is subject to this article. Any person operating a business which does not do so from a physical location or site within the corporate limits of the Town, need not obtain a privilege license, even though it conducts business with customers in the Town.
2. Section 5-314, Upon discovering any business which has been operating within the town without a business license as required by this article, the Town Recorder is hereby authorized to assess and collect the delinquent privilege license fee plus a penalty as specified by Tenn. Code Ann. § 67-1-804 of one percent (1%) of the total license fees due and unpaid for each thirty (30) days or fraction thereof that the fee remains unpaid subsequent to the assessment date, up to a maximum of twenty-five percent (25%) of the total unpaid amount. Where an application or renewal is delinquent the minimum penalty shall be Ten Dollars (\$10.00) regardless of the amount of the fees due.

Some key provisions of the business registration program include all businesses be given a 90 day period after adoption of this ordinance to obtain a license without having to pay the \$15 fee and all renewals of licenses filed in a timely manner would not be charged a renewal fee.

RECOMMENDATION BY: Town Recorder/Treasurer Allison Myers for approval

PROPOSED MOTION: To approve Ordinance 12-05 on second and final reading.

BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

<u>VOTE/TOTAL</u>	<u>ELLIOTT</u>	<u>HONKEN</u>	<u>LAMARCHE</u>	<u>MARKLI</u>	<u>MCGILL</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

ORDINANCE	12-05
PREPARED BY	Myers
1 ST READING	April 14, 2012
2 ND READING	
PUBLISHED IN	
DATE	

AN ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend Title 5, by adding Chapter 3, Business Registration Program, of the Farragut Municipal Code,

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, that the Farragut Municipal Code is hereby amended as follows:

SECTION 1.

The Farragut Municipal Code, Title 5. Municipal Finance and Taxation, is amended by adding Chapter 3. Business Registration Program as follows:

Sec. 5-301. Purpose

To identify, aid and support businesses who are engaged in any business by obtaining reliable information as to who is conducting or planning to conduct business and the nature of the business, within the Town of Farragut.

Sec. 5-302. - Application of article.

Each person who conducts a business, as that term is defined by Tenn. Code Ann. § 67-4-702(a)(2), which operates from a physical site or place of business situated within the corporate limits of the town is subject to this article. Any person operating a business which does not do so from a physical location or site within the corporate limits of the Town, need not obtain a privilege license, even though it conducts business with customers in the Town. For purposes of this article, "person" shall include either individuals, corporations, partnerships, or any other legal entity involving a business relationship.

The privilege licenses shall apply to all vocations, occupations, and businesses, within the Town as declared by the general laws of the State of Tennessee. The privilege license applies to all commercial, office and home based businesses.

Sec. 5-305. - Separate businesses.

Each person or entity doing business in more than one (1) factory, mill, warehouse, store, stall or stand, or other place of business, shall secure a separate license for each such place of business, unless such places of business are contiguous to each other, communicate directly with and open into each other, and are operated as a unit, and shall pay the prescribed license fee for each such place of business.

Sec. 5-306. – Multi-vendor Sales Locations

In the case of antique malls, flea markets, craft shows, antique shows, gun shows, farmers markets, auto shows, or similar activities as determined by the Town Administrator, operated as public facilities for such particular purpose (referred to herein “public markets”) from which business is carried on by two (2) or more retailers of tangible personal property (individually referred to as “exhibitors”), the owner, manager, operator or promoter of the facility shall be required to obtain a collective license for all nonlicensed exhibitors, and shall collect and submit to the Town Recorder a one-dollar fee per day per booth from each such exhibitor who does not possess a current business license issued by the Town.

Exhibitors at a public market may elect to either obtain a business license as provided herein, or not obtain a license and pay the \$1 fee per booth per day to the public market operators who shall in turn remit it to the Town. Those exhibitors electing to obtain a business license must present evidence of a current, valid license to the operator before conducting business, and will not be required to pay the daily fee. The operator of a public market shall at all times maintain copies of the current business licenses of current exhibitors from whom the daily fee is not being collected. These records shall be open for inspection and copying by the Town Administrator or his designee.

In the case of a public market in which the location is not a continuing business, the fees collected by the owner, manager, operator, or promoter shall be submitted to the Town Recorder within 72 hours after the closing of the event.

In the case of a public market in which the location is a continuing business, the fees collected by the owner, manager, operator, or promoter shall be due and payable monthly, on the first day of each month.

This provision will not apply to any business that is primarily engaged in selling antiques at least 5 days each week in a permanent location which has a common cash register for all sales. For antique malls selling antiques at least 5 days a week with a common cash register for all sales, only the mall operator will be required to obtain a business license. Individual booths rented at such malls will not be deemed to be separate places, locations, or outlets in the state from which business is conducted.

Sec. 5-307. - Applications.

(a) Every application for a license under this article shall be made submitted through the Town of Farragut’s website or in writing to the Town Recorder’s office upon a form to be provided by the Town of Farragut. Such application shall be signed either by the applicant or by his agent, and shall contain the following information:

- (1) Complete and exact name under which the business is proposed to be operated.
- (2) If the business is proposed to be operated by an individual under any assumed name, the name of such individual and his address.
- (3) If the business is a partnership, the name and address of the active managing partner of said business.

- (4) If the business is a corporation, the name and address of the president and of the secretary of the corporation, and the location of the principal office.
- (5) Nature of the business for which license is desired.
- (6) Proposed or existing location.

Sec. 5-308. – License issuance and renewals.

- a) *New License.* Upon receipt of the application and payment of fifteen dollars (\$15) the Town Recorder shall issue the business privilege license. The license shall be issued at the time of registration. In the event the application and payment are submitted online the license will be mailed to the business address.
- b) *Term of license.* A business privilege license issued to a new business shall be effective on the day it begins operating and shall expire on June 30 of the town's fiscal year. A license issued for each subsequent fiscal year shall be effective July 1 and shall expire on June 30 of the town's fiscal year.
- c) *Business license renewal.* The business shall renew the license upon the notification from the Town of Farragut. There shall be no charge for the renewal of an existing license. In the event a business fails to submit its request for renewal of its existing license on or before August 31, its license shall lapse and a new license must be applied for and the proper fee paid as with any new license.
- d) *Fee Waived.* The license fee of fifteen dollars (\$15) shall be waived for all businesses voluntarily submitting applications for a business privilege license within 90 calendar days of adoption of this ordinance on second reading. All businesses', as defined in this ordinance, that fail to submit an application during this initial grace period will be subject to the license fee as outlined in Sec 5-308(a) in this ordinance.

Sec. 5-309. - Procedure if other approval or permit required.

In any case where other municipal, county or state approvals, permits or licenses are required of any licensee, the Town Recorder shall not issue a business privilege license until such approval or permits have been acquired. In addition to being cited and fined for violation of these regulations, in a case where other municipal approvals, permits or licenses are required of the licensee, such other approvals, permits or licenses may be revoked by the Town if the licensee does not obtain a business privilege license as required by this article.

Sec. 5-310. - Contents of license; official copies of same.

Every license shall show the name of the business, the nature of the business, the location thereof. The Town Recorder shall keep a copy of every license issued.

Sec. 5-311. - Display of license.

Every license shall be kept in plain sight for the public to view at the place of business named on the license.

Sec. 5-312. - Assignments and transfers.

Every license issued under the provisions shall only be assignable when that business carried on at a fixed place is sold as a unit to any person and the purchaser thereof is to carry on the same business and business name at the same place, the license may be assigned to the purchaser. Upon delivery of the license, properly assigned, to the Town Recorder, together with a written statement that the business has been sold as a unit and that the purchaser is to carry on the same at the same place of business the assignee shall be entitled to have a new license issued to him. The Town Recorder shall cancel the assigned license upon issuance of a revised license.

Sec. 5-313. - Exemptions.

The following businesses are exempt from the requirements of this article as indicated below:

Any not-for-profit business operated for a religious, educational, civic, patriotic, charitable, or fraternal purpose, if the entire gross income of the business is used for said purpose.

Any not-for-profit business that operates group homes, day cares or other types of care facilities for a nonprofit religious, educational, civic, patriotic, charitable, or fraternal purpose is exempt from payment of a privilege license fee, if the entire gross income of the business is used exclusively for nonprofit purpose.

Sec. 5-314. - Delinquent license fee and penalty.

Upon discovering any business which has been operating within the town without a business license as required by this article, the Town Recorder is hereby authorized to assess and collect the delinquent privilege license fee plus a penalty as specified by Tenn. Code Ann. § 67-1-804 of one percent (1%) of the total license fees due and unpaid for each thirty (30) days or fraction thereof that the fee remains unpaid subsequent to the assessment date, up to a maximum of twenty-five percent (25%) of the total unpaid amount. Where an application or renewal is delinquent the minimum penalty shall be Ten Dollars (\$10.00) regardless of the amount of the fees due.

SECTION 2.

This ordinance shall take effect from and after its final passage and publication, the public welfare requiring it.

Dr. Ralph McGill, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Ruth Viergutz Hawk, Community Development Director

SUBJECT: Ordinance 12-10, ordinance on 1st reading to amend the Farragut Municipal Code, Title 9, Chapter 4, Sign Ordinance, Section 9-406. (4) (p) Wall signs in the Office District, Three Stories (O-1-3) and Office District, Five Stories (O-1-5) – shared entrance building, to provide for additional signage (Dura-Line, Applicant)

INTRODUCTION: This item involves a request to amend Section 9-406(4)(p) of the *Farragut Sign Ordinance*. This section of the sign ordinance specifically addresses wall signs for shared entrance buildings with more than 225 feet of building wall facing a public street in the Office District, Three Stories (O-1-3) and Office District, Five Stories (O-1-5) zoning districts. Currently, this would apply only to the Parkside Plaza Medical building and the Parkside Plaza Office building (Regions/Morgan Keegan building) on Parkside Drive.

In fact, this section of the sign ordinance was specifically created when the five story office building was constructed and both Sun Coke (which has now moved out of the building) and Regions/Morgan Keegan wanted to have wall signs on different ends of the north face (Parkside Drive elevation) of the building. Prior to this section being created, this building was treated like any other building in the Town and one (1) wall mounted sign was permitted with the size of the sign being a 1:1 ratio of sign area to building width. The section that was created allowed for two (2) wall mounted signs and for each sign to be calculated separately. In effect, this section doubled the permitted wall signage for this building. Unlike other entities, the two signs could be calculated separately as long as the cumulative total of the two (2) signs did not exceed a 1:1 ratio of the sign area to the building width.

DISCUSSION: The request before you is to essentially permit a third wall mounted sign on this building elevation in between the two existing signs. This third sign would be for the applicant, Dura-Line.

If you look at many other large multi-story office buildings in the Knoxville area (and even the medical office building adjacent to the applicant's building) most include only one entity or the name of the building. Some notable examples are the First Tennessee Bank and BB&T buildings in downtown Knoxville and the two office buildings near I-40/75 at the Papermill Exit on the south side of the interstate. Each of these buildings has multiple tenants but these tenants do not have wall sign representation on the exterior of the building.

Depending on what transpires with the upcoming update of the Land Use Plan, we could see more mid-rise office developments and a change to this aspect of the sign ordinance could have far reaching implications. In the Town's adopted Strategic Plan, for example, Goal 4, Objective 6 provides for "more

beautiful corridors and development – signs, storefronts, and landscaping.” Lessening visual clutter, especially on tall and highly visible buildings, would seem to be consistent with this objective.

As noted earlier, most other entities in the Town have less wall sign opportunities than what is currently permitted for in the applicant’s building. The staff would not support an additional relaxation of the wall sign provisions that govern shared entrance buildings with more than 225 feet of building wall facing a public street and that are in the Office District, Three Stories (O-1-3) and Office District, Five Stories (O-1-5) zoning districts.

Essentially, the request before you is simply for advertising. This, like most office entities, do not rely on impulse stops, rather, they are a destination. Moreover, the entities in the office building could revisit the existing wall signage, lease agreements, etc., and develop a sign package that would comply with the existing requirements and/or they could apply for a different type of ground mounted sign that would list their names on the wall that is near Parkside Drive and which currently includes only the name of the facility. The current wall signage on the five story building balances the signage on different ends of the building. Adding more signage to the building would significantly increase the perception of clutter on the building. Moreover, the staff is concerned that if an additional wall sign is permitted in this case other tenants will likely come forward with requests for their name to be listed on the building wall in this and/or the adjacent three story medical office building. In fact a fourth tenant did attend the planning commission meeting and expressed their desire for their own sign also.

The Visual Resources Review Board unanimously recommended denial of this Sign Ordinance text amendment request largely because it would set a bad precedent and there were other options the applicant could pursue without the need for an amendment to the ordinance.

Attached please find a copy of an e-mail from Michael Nunley, Sweetbriar resident, requesting that no additional signage be added. Also attached please find a copy of Section 9-406 (4) (p) of the Sign Ordinance and a copy of the applicant’s request.

PROFESSIONAL RECOMMENDATION: Community Development Director, Ruth Hawk, recommends denial of Ordinance 12-10.

RECOMMENDATION BY THE VISUAL RESOURCES REVIEW BOARD (VRRB): At their April 24, 2012, meeting, the VRRB unanimously recommended to the planning commission denial of this ordinance amendment.

PLANNING COMMISSION RECOMMENDATION: On June 21, 2012, in a unanimous vote, the Farragut Municipal Planning Commission recommended denial of Ordinance 12-10.

PROPOSED MOTION: To approve Ordinance 12-10 as attached. [A failure of the motion is a denial of Ordinance 12-10]

BOARD ACTION:

ORDINANCE:	12-10
PREPARED BY:	Hawk
REQUESTED BY:	Dura-Line, Applicant
CERTIFIED BY FMPC:	June 21, 2012
PUBLIC HEARING:	_____
PUBLISHED IN:	_____
DATE:	_____
1ST READING:	_____
2ND READING:	_____
PUBLISHED IN:	_____
DATE:	_____

AN ORDINANCE TO AMEND TITLE 9, BUSINESS, PEDDLERS, SOLICITORS, ETC., CHAPTER 4, SIGN ORDINANCE, OF THE FARRAGUT MUNICIPAL CODE, SECTION 9-406. SIGN REGULATIONS BY LAND USE AND/OR ZONING DISTRICTS. (4) (p) WALL SIGNS IN THE OFFICE DISTRICT, THREE STORIES (O-1-3) AND OFFICE DISTRICT, FIVE STORIES (O-1-5) - SHARED ENTRANCE BUILDING, TO PROVIDE FOR ADDITIONAL SIGNAGE

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend Title 9, Chapter 4, Sign Ordinance, of the Farragut Municipal Code,

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, that the Farragut Municipal Code is hereby amended as follows:

SECTION 1.

The Farragut Municipal Code, Title 9, Business, Peddlers, Solicitors, Etc., Chapter 4, Sign Ordinance, Section 9-406. Sign regulations by land use and/or zoning districts. (4) (p) Wall signs in the Office District, Three Stories (O-1-3) and Office District, Five Stories (O-1-5) - shared entrance building, is amended by deleting the first paragraph in its entirety and substituting in lieu thereof the following:

- (p) *Wall signs in the Office District, Three Stories (O-1-3) and Office District, Five Stories (O-1-5) - shared entrance building.* A building with multiple uses that all share the public exterior entrances into the building and that has more than two hundred twenty-five (225) feet of building wall facing a public street shall be permitted three (3) wall signs. The area for each such sign shall be calculated separately but the cumulative total of the three (3) signs shall not exceed the total sign area of one (1) square foot per each linear foot of building wall upon which the sign is mounted, not to exceed three hundred fifty (350) square feet. Such wall signs shall be limited to the side of a building which fronts upon a public street and shall be a minimum of fifty (50) feet apart.

ORDINANCE 12-10

Page 2

SECTION 2.

This ordinance shall take effect from and after its final passage and publication, the public welfare requiring it.

Dr. Ralph McGill, Mayor

Allison Myers, Town Recorder

Certified to the Farragut Board of Mayor and Aldermen this _____ day of _____, 2012, with approval recommended.

Rita Holladay, Chairman

Edwin K. Whiting, Secretary

FARRAGUT MUNICIPAL PLANNING COMMISSION

Ruth Hawk

From: Michael Nunley <michael.e.nunley@gmail.com>
Sent: Thursday, May 31, 2012 3:02 PM
To: Ralph McGill
Cc: Ruth Hawk; Ron Honken; Bob Markli; Mary Dorothy Lamarche; Jeff Elliott
Subject: Please do not allow additional lighted signage to 5 story Parkside Plaza

Good afternoon,

I live in Sweetbriar Subdivision directly behind the subject office tower.

Unfortunately the earlier decision to allow a 5 story building and the re-contouring of the land to rise 2 stories above street level created this building looming over my home and added light pollution.

Any additional lighted signage on this building will add to the light pollution to my home. This is especially true of signs on the end of the building.

I agree with discussion at the last FMPC meeting saying additional large signage on the top of the building goes against Farragut standards and does not help guide people to the businesses.

This is essentially trying to add giant billboard type signage to an office building.

Signs at the top of the building can only serve some sort of prestige since the businesses are not direct retail trying to draw in foot traffic off the street or interstate.

Also this sort of signage can serve as a distraction/danger for interstate traffic if one tries to read the sign while driving.

If one is trying to get there name out in general a better options would be billboards, if they think this sort of advertising works for their business.

Ruth Hawk's suggestion of adding directory to ground sign would greatly improve ease of locating the businesses. This is the best option for all.

Customers would have the address of either Raymond James or Dura Line and would be planning a trip there - not on impulse. The ground sign would help them find the business they were planning to visit.

Raymond James and Dura Line are not businesses that one is driving down interstate and impulsively think I am going to go visit them.

One does not normally take a drive and suddenly decide they want to invest their money or need to buy some conduit because they see a big sign.

Thanks for you attention and consideration of town citizen concerns.
Michael Nunley

($\frac{1}{4}$) square foot per each linear foot of building wall upon which the sign is mounted, not to exceed one hundred seventy-five (175) square feet.

In the case where a building has a pedestrian mall, the landlord may opt for a different wall signage alternative. When a wall has a pedestrian mall access, each separate use which faces upon such wall shall be permitted one (1) wall sign not to exceed twenty-five (25) square feet. In addition, each separate use which faces upon the pedestrian mall shall be permitted one (1) wall sign not to exceed twenty-five (25) square feet with the total signage for mall uses not to exceed one hundred (100) square feet. In no case shall a use have more than one (1) sign. Such signs shall be placed on the wall that has the pedestrian mall access and which fronts upon a public street or faces upon a customer parking area. The maximum sign area allowed on such wall shall be two (2) square feet per linear foot of building wall length.

A building with multiple uses that all share the public exterior entrances into the building shall be allowed one (1) wall sign. Such buildings are permitted a total sign area of one (1) square foot per each linear foot of building wall upon which the sign is mounted, not to exceed three hundred and fifty (350) square feet.

Such wall signs shall be limited to the side of a building which fronts upon a public street or faces upon a customer parking area.

A wall clock that is limited to time and temperature shall be considered a wall sign. Such sign shall not display any moving light messages.

Within the C-2 Regional Commercial District one (1) wall sign on the building elevation that faces the interstate is also permitted. Such wall sign is permitted a total area of one (1) square foot per each linear foot of building wall of lease space upon which the sign is mounted, provided such building wall of lease space is at least one hundred (100) linear feet in length and the sign does not exceed three hundred and fifty (350) square feet.

All such wall signs shall be architecturally compatible with the principal structure and shall be consistent in terms of style, color, and illumination with the other signs in the complex.

(p) *Wall signs in the Office District, Three Stories (O-1-3) and Office District, Five Stories (O-1-5) - shared entrance building.* A building with multiple uses that all share the public exterior entrances into the building and that has more than two hundred twenty-five (225) feet of building wall facing a public street shall be permitted two (2) wall signs. The area for each such sign shall be calculated separately but the cumulative total of the two (2) signs shall not exceed the total sign area of one (1) square foot per each linear foot of building wall upon which the sign is mounted, not to exceed three hundred fifty (350) square feet. Such wall signs shall be limited to the side of a building which fronts upon a public street and shall be a minimum of fifty (50) feet apart.

A wall clock that is limited to time and temperature shall be considered a wall sign. Such sign shall not display any moving light messages.

All such wall signs shall be architecturally compatible with the principal structure and shall be consistent in terms of style, color, and illumination with the other signs in the complex.

- (5) In addition to the applicable regulations above, the following additional signs are permitted on land used for banks and other lending institutions:

(a)

*Farragut Municipal
Code, Title 9,
Chapter 4.
Sign Ordinance,
Section 9-406
(4)(p)*

APPLICATION TO AMEND ORDINANCE TEXT
TOWN OF FARRAGUT, TENNESSEE

RECEIVED

APR 4 2012

TOWN OF FARRAGUT

FOR OFFICE USE ONLY
Fee Paid: \$250

APPLICANT NAME: Dura-Line

Address: 11400 Parkside Drive Ste 300

City/State/Zip: Knoxville, TN 37934

Phone Number: 865-223-5110

Fax Number: _____

E-mail: mike.mchew@duraline.com

CHANGE REQUESTED

Amend Zoning Ordinance or Sign Ordinance text as follows:

A building with multiple uses that all share the public exterior
entrances into the building and that has more than 225 feet
of building wall facing a public street shall be permitted
three wall signs

The proposed amendment is necessary due to the following changed or changing conditions (be specific):

See Attached amendment

Mike McChew

APPLICANT SIGNATURE

4-4-2012

DATE

OR

I HEREBY CERTIFY THAT I AM THE LEGAL REPRESENTATIVE FOR THE APPLICANT INVOLVED IN THIS REQUEST.

NAME (SIGNATURE)

DATE

Street Address

City/State/Zip

Telephone Number

AGENDA NUMBER VII. B.

MEETING DATE July 12, 2012

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder 

SUBJECT: Approval of Contract 2013-07, Voice Over Internet Protocol (VOIP) Phone System

INTRODUCTION: The purpose of this agenda item is to award a contract for a turnkey VOIP (Voice Over Internet protocol) telephone system.

BACKGROUND: The Town has utilized its current phone system since 2004. In June 2011, the telephone maintenance provider, Southeastern Telecom, Inc.-SeTeL, notified the town that the current phone system was at its End of Life (EOL) which indicates that the manufacturer will offer either limited or no technical support on the product. EOL also indicates that the manufacturer will no longer develop any further hardware/software enhancements or bug fixes. At that time staff investigated the possibility of upgrading the system to a current platform.

DISCUSSION: The Town received bids on April 16, 2012 for a turnkey VOIP phone system. Mahogany, Black Box, TDS Telecom and SeTel submitted proposals. A committee, consisting of three staff members who are the primary phone users, reviewed the submittals and recommended the contract be awarded to SeTel with a bid of \$39,239 for the VOIP telephone system.

The VOIP system will be more user friendly for all employees. Currently the office has physical lines that are fed into the building by TDS, along with additional lines that interconnect each telephone within the facility. The current system routes the calls coming into the building to provide communications for different extensions. Although very useful and effective in certain operations, business VoIP systems offer a more flexible solution that is far easier to manage. VOIP can be employed wherever there is an internet connection and a PC, where with the current system you can only use the system where the individual land line is intact. Some of the highlights of the new system are music or message while on hold, digital voicemail, call forwarding to off-premise and messages or data can be changed from any location that has access to the internet. For example, if the town hall was closed due to snow the message could be changed remotely.

The bid from SeTel includes all hardware and software as well as a maintenance agreement. The maintenance agreement is for five years; there is no cost for the maintenance for the first two years. The cost for year three is \$1,962, year four is \$2,355, and year five is \$2,748/annually. The new phones are IP configured so there will be no need to add equipment to the backbone of the system, only physical phones will need to be replaced as they approach their end of life. The useful life is estimated to be eight to ten years.

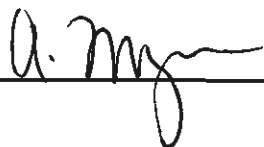
This project has been included in the FY2013 budget. SeTel has provided excellent phone maintenance to the Town over the past few years.

FINANCIAL SECTION:

Account Number: 110-41800-945

<u>Total Budget</u>	<u>Contract Amount</u>	<u>Remaining Amount</u>
\$60,000	\$39,239	\$20,761

Approved
By:



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

PROPOSED MOTION: To approve Contract 2013-07, VOIP Phone System to SeTel in the amount of \$39,239 and five year maintenance agreement.

BOARD ACTION:

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

<u>VOTE/TOTAL</u>	<u>MCGILL</u>	<u>ELLIOTT</u>	<u>HONKEN</u>	<u>LAMARCHE</u>	<u>MARKLI</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

CONTRACT FOR SERVICES AND/OR PRODUCTS

THIS CONTRACT FOR SERVICES AND/OR PRODUCTS (herein "Contract") is made and entered into the 12th day of July, 2012 by and between the TOWN OF FARRAGUT, TENNESSEE, a municipal corporation, (herein the "Town") and SeTel, Inc., a Tennessee corporation (herein the "Contractor").

WITNESSETH:

WHEREAS, the TOWN desires to contract with a provider for the purchase and installation of Voice Over Internet Protocol (VOIP) telephone system (herein the "Contract Items"), and

WHEREAS, the CONTRACTOR has the requisite experience, abilities and resources to perform and/or furnish the foregoing, and

WHEREAS, the CONTRACTOR desires to enter into the Contract as an independent contractor and is ready, willing and able to provide the services and/o furnish the products in accordance with the terms of and subject to the conditions in this Contract.

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, the parties agree as follows:

1.0 SCOPE OF CONTRACT

The CONTRACTOR is to furnish the services and/or products as specified in the Invitation to Bid issued by the Town and any amendments thereto. The Invitation to Bid and any amendments hereto are attached hereto as **Exhibit "A"** and incorporated by reference herein and made part hereof. Also incorporated in Exhibit "A" are contractor's responses to the Town's specifications which are in bold type and underlined on pages 1-20 and accompanying tabbed materials. Unless otherwise specified herein, the CONTRACTOR is to furnish all materials, tools, equipment, manpower, and consumables necessary to complete the Contract Items.

2.0 TERM OF CONTRACT

The period of this Contract shall be for 2.5 months, beginning on July 16 and ending September 7, 2012.

3.0 COMPENSATION

3.01 Amount of Compensation. The CONTRACTOR agrees to provide the services, equipment and products as specified in its bid to the TOWN at the cost specified in said bid and amendments, if any, the bid and any

amendments thereto being attached hereto as **Exhibit "B"**, pages 1-8 as well as the warranty agreement, and incorporated by reference herein and made a part hereof. The amount as specified in **Exhibit "B"** may be increased or decreased by the TOWN under section 4.00 of this contract ("Additional Services"), through the issuance of an Addendum. Any prices specified in this Contract or an Addendum thereto will remain in effect for the term of this Contract or any extensions thereof.

- 3.02 **Payments of Compensation.** All invoices received by the TOWN are payable within thirty (30) days from receipt, provided they have first been approved by the TOWN department that is the beneficiary of the Contract Items, and such department has accepted the Contract Items. The TOWN reserves the right to partially pay any invoice submitted by the CONTRACTOR when requested to do so by the TOWN department that is the beneficiary of the Contract Items. All invoices shall be directed to the Accounts Payable Department, Town of Farragut, 11408 Municipal Center Drive, Farragut, TN 37934. In the event any Contract Items are deemed unacceptable, the TOWN'S representative shall notify the CONTRACTOR of the deficiencies in writing and the TOWN may withhold payment until the deficiencies are corrected to the satisfaction of the TOWN, such determination to be made in the sole and absolute discretion of the TOWN. All invoices must clearly indicate the Invitation to Bid number.

4.0 **ADDITIONAL SERVICES**

In the event the TOWN requests that the CONTRACTOR perform additional services and/or furnish additional products not covered by this Contract, the CONTRACTOR shall perform such additional services after the TOWN and the CONTRACTOR enter into an equitable agreement regarding the additional services and/or products.

5.0 **NOTICE TO PROCEED**

The CONTRACTOR shall commence to perform and/or furnish the Contract Items called for under this Contract upon the written Notice to Proceed by the TOWN.

6.0 **CONFLICT OF INTEREST**

The CONTRACTOR declares that neither the Mayor, nor any Aldermen, nor any other TOWN official or employee holds a direct or indirect interest in this Contract. The CONTRACTOR pledges that it will notify the TOWN in writing should any TOWN official become either directly or indirectly interested in the Contract. The CONTRACTOR declares that as of the date of this declaration that

it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the TOWN, or to pay anyone else for the benefit of any official or employee of the TOWN any sum of money or other thing of value for aid or assistance in obtaining this Contract. The CONTRACTOR further pledges that neither it nor any of its owners, officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the TOWN or anyone else for the benefit thereof any sum of money or other thing of value for aid or assistance in obtaining any change order to this Contract.

7.0 COMPLIANCE WITH LAWS

The CONTRACTOR agrees to observe and to comply at all times with all applicable Federal, State, and local laws, ordinances and regulations in any manner affecting the provision of the Contract Item and to comply with all instructions and orders issued by the TOWN regarding the Contract Items.

8.0 TERMINATION

Upon thirty (30) days written notice, with or without cause, the TOWN may terminate this Contract. Following such termination, the TOWN and the CONTRACTOR shall agree upon an amount of payment for all Contract Items properly performed or furnished prior to the effective date of termination.

9.0 WARRANTY

The CONTRACTOR warrants that the Contract Items, including any equipment and products provided shall: in the case of services (i) conform to all applicable standards of care and practice in effect at the time of service is performed; (ii) be of the highest quality; and (iii) be free from all faults, defects or errors; and in the case of products meet the specifications in the Invitation to Bid. The CONTRACTOR warrants that all equipment and products provided shall be furnished to the TOWN in good and working condition. If the CONTRACTOR is notified in writing by the TOWN of any faulty Contract Items furnished by the CONTRACTOR, the CONTRACTOR shall, at the TOWN'S option, either" (i) perform again the relevant Contract Items to correct such fault, defect or error, at no additional cost of the TOWN; or (ii) refund to the TOWN the charge paid by the TOWN which is attributable to such portions of the faulty, defective or erroneous Contract Items, including any costs for re-provision of the relevant Contract Items by other contractors. The CONTRACTOR warrants that all products provided by the CONTRACTOR shall be merchantable, be fit for the purpose intended and shall meet the specifications in the Invitation to Bid. The CONTRACTOR shall be liable for secondary, incidental or consequential damages of any nature resulting from any work performed under this Contract.

10.0 FORCE MAJEURE

The obligations of CONTRACTOR hereunder are subject to and shall be excused in the events of riots, wars, and Acts of God.

11.0 INSURANCE

- 11.01 Comprehensive General Liability Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract Comprehensive General Liability Insurance issued by a responsible insurance company and in a form acceptable to the TOWN, coverage for CONTRACTOR on an occurrence basis against claims for bodily injury, death or property damage with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage.
- 11.02 Automobile Liability Insurance. The CONTRACTOR, at its own expense, shall keep on force and at all times maintain during the term of this Contract Automobile Liability coverage in the minimum amount of Five-Hundred Thousand Dollars (\$500,000) combined single limits for Bodily Injury and Property Damage.
- 11.03 Workers' Compensation Coverage. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract full and complete Workers' Compensation Coverage as required by State of Tennessee law.
- 11.04 Certificate of Insurance. The CONTRACTOR shall provide the TOWN with Certificates of Insurance on all the policies of insurance and renewals thereof in forms acceptable to the TOWN. Said Comprehensive General Liability policy shall provide that the TOWN be an additional insured. The TOWN shall be notified in writing of any reduction, cancellation or substantial change of said policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the TOWN and licensed and authorized to do business under the laws of the State of Tennessee.

12.0 CLAIMS, LIABILITY AND INDEMNITY

The CONTRACTOR shall assume all risk in connection with the performance of this Contract, and shall be liable for any damages to persons or property resulting from the negligent or willful acts, errors, or omissions of the CONTRACTOR, its agents, servants, and/or employees in connection with the prosecution and completion of the Contract Items covered by this Contract. The

CONTRACTOR agrees that it will indemnify and hold the TOWN and its employees harmless from all claims of any type and for any expenses and costs including attorney's fees and court costs which may be incurred by the TOWN arising from the negligent or willful acts, errors and omissions of the CONTRACTOR, its agents, servants and/or employees in the performance of this Contract, and the CONTRACTOR will carry sufficient general liability insurance to provide the above indemnification. The indemnities set forth herein shall survive the expiration or termination of the Contract

13.0 ATTORNEY'S FEES

If any legal action or other proceeding is brought for the enforcement of this Contract or because of any alleged dispute, breach, default, or misrepresentation in connection with any provisions of the contract and the TOWN is successful therein, the TOWN shall be entitled to recover from the CONTRACTOR reasonable attorney's fees, court costs and all expenses even if not taxable or assessable as court costs (including, without limitation, all such fees, costs and expenses incident to appeal) incurred in that action or proceeding in addition to any other relief to which the TOWN may be entitled.

14.0 EQUAL EMPLOYMENT OPPORTUNITY

- 14.01 Non-discrimination. In carrying out the Contract Items under this Contract, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin or sex. Such action shall include, but not limited to the following: employing; upgrading; demoting; transferring; recruiting or paying recruitment compensation; and selecting for training, including apprenticeship.
- 14.02 Posting and Advertising. The CONTRACTOR agrees to post in conspicuous spaces available to employees and applicants for employment a notice setting forth the provisions of the non-discrimination clause contained in Paragraph 14.01 hereinabove. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of, the CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin or sex. The CONTRACTOR shall incorporate the foregoing requirements of this Paragraph 14.02 in all subcontracts, if any, for services or products covered by this Contract.

15.0 TRANSFER, ASSIGNMENT OR SUBLETTING

This Contract shall not be transferred or assigned or sublet without prior written consent of the TOWN.

16.0 SAFETY MEASURES

The CONTRACTOR shall take all necessary precautions for the safety of the TOWN'S and CONTRACTOR'S employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of workmen and the public. If necessary, the CONTRACTOR shall post signs warning against hazards in and around the site where the CONTRACTOR is furnishing Contract Items.

17.0 FAMILIARITY WITH THE CONTRACT ITEMS

The CONTRACTOR, by executing this Contract, acknowledges full understanding of the extent and character of the Contract Items required and the conditions surrounding the provisions thereof. The TOWN will not be responsible for any alleged misunderstanding of the Contract Items to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the CONTRACTOR serves as the CONTRACTOR'S stated commitment to fulfill all the conditions referred to in this Contract.

18.0 ENTIRE AGREEMENT

This Contract and all exhibits hereto constitute the entire agreement and understanding between the parties relating to the subject matter herein and shall not be modified, altered, changed or amended unless in writing and signed on behalf of the parties. Each and every modification and amendment of this Contract must be in writing and signed by all parties hereto. Each and every waiver of any covenant, representation, warranty, or other provision of the Contract must be in writing and signed by each party whose interest is adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

19.0 PERMITS, LICENSES AND CERTIFICATES

The CONTRACTOR is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules and regulations, for the proper execution and completion of the Contract Items under this Contract.

20.0 FIRE, THEFT, LOSS

The CONTRACTOR is responsible for all damage or loss by fire, theft or otherwise to materials, tools, equipment, and consumables left on TOWN property by the CONTRACTOR.

21.0 CONTRACTING AUTHORITY

The persons executing this Contract on behalf of the TOWN and the CONTRACTOR hereby personally represent and warrant to all other parties that they have been duly authorized to execute and deliver this Contract.

22.0 GOVERNING LAW

This Contract is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles or conflicts of law) of such state and of the United States of America shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereto. Any litigation brought with respect to this Contract shall be brought in a court of competent jurisdiction in Knox County, Tennessee and the CONTRACTOR hereby consents to the jurisdiction of such courts.

23.0 OPPORTUNITY FOR REVIEW

Each party has received and had the opportunity to review this Contract, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this Contract; and, accordingly, the normal rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Contract.

24.0 SECTION HEADINGS

The section headings contained in this Contract are for convenience of reference purposes only and are not intended to qualify the meaning of any section and shall not affect the interpretation of this Contract.

25.0 NOTICES

All notices, demands, and requests required or permitted by this contract shall be in writing and shall be sent by facsimile transmission, air and other courier, or hand delivery as follows:

- (i) To: Town of Farragut
11408 Municipal Center Drive
Farragut, TN 37934
- (ii) To: SeTel, Inc.
10231 Cogdill Road
Suite 101

Knoxville, TN 37932

Any notice, demand, or request sent by facsimile transmission shall be deemed given for all purposes under this Contract when properly transmitted by telecommunication device. Any notice, demand, or request which is hand delivered or sent by air or other courier shall be deemed given for all purposes under this Contract when received.

Any party to this Contract may change such party's address and/or telecopier number for the purposes of notices, demands, and requests required or permitted under this Contract by providing written notice of such change of address to all of the parties, which change of address shall only be effective when notice of the change is actually received by the party who thereafter sends any notice, demand or request.

26.0 SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid or unenforceable under present or future laws effective during the terms hereof, such provision shall be fully severable and this Contract shall be construed and enforced as if such unlawful, invalid, or unenforceable provision were not contained herein by its severance herefrom. In addition, in lieu of such unlawful, invalid or unenforceable provision, there shall be added automatically as a part hereof a provision as similar in terms to such unlawful, invalid, or unenforceable provisions as may be possible and may be lawful, valid or enforceable. Furthermore, if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

27.0 NO CONSENT TO BREACH

No consent or waiver, express or implied, by any party to this Contract to or of any breach or default by the other party to this Contract in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default of the same or any other obligations hereunder. Failure on the part of any party to this Contract to complain of any act or failure to act of any other party to this Contract, or to declare such party in default, irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting party of its rights hereunder.

28.0 OTHER INSTRUMENTS

The parties shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make

this Contract fully and legally effective, binding and enforceable as between the parties and as against third parties.

[Signatures to follow on next page]

WITNESS THE DUE EXECUTION HEREOF.

**TOWN OF FARRAGUT,
TENNESSEE**

By: _____
Ralph McGill, Mayor

ATTEST:
By: _____
Town Recorder/Treasurer

APPROVED AS TO FORM AND CONTENT

Town Attorney

CONTRACTOR

By: Henry E. Kreyer
Its: Business Dev. Mgr. - Site

10231 Cogdill Road Suite 101

Town of Farragut

*Module A-New Sales Order-Itemization of Equip.
UnIVERGE SV8100 w/UM8000
April 4, 2012*

Installation Address:
11408 Municipal Center Drive
Farragut, Tn 37922

Project Investment



SV8100 COMMUNICATIONS PLATFORM

Qty. Summary of Equipment

- 1 SV8100 System CPU and Software
- 1 Rack Mnt. 19" Chassis
- 1 Wall Mnt. Chassis
- 8 Single Line Ports for Analog Devices
- 51 IP Client Licenses for IP Phones
- 47 12-Button IP Display Phone w/CAT5 Cord
- 2 24-Button IP Display Phone w/CAT5 Cord
- 2 60-Button IP BLF/DSS Unit
- 4 Analog CO Trunk Ports (Reuse CO Protection)
- 1 PRI ISDN Interface (Carrier Provided DMARC)

Qty. Summary of Equipment

- 8 Voice Mail / AA / Custom Announce Ports
- 47 Unified Messaging VM Email Client Licenses
- 4 Voice Mail Fax Ports
- 1 PC Programming Administration Software
- 1 Remote Maintenance / Diagnostics Modem
- 1 System Protection and Internal Battery
- 1 SV8100 5 Yr. Software Assurance Plan
- 1 Automatic Call Distribution (ACD) Software
- 1 Management Information System (MIS) Software
- 4 Voice Response System (ACD Announcements)
- 3 Power-over-Ethernet Switch - 24 ports

Services / Warranties

Installation / Training
Cabling from the MDF to the Desktop
SV8100 & Peripheral Equipment AC Backup.
ACD Server
Voice/Data QoS Connectivity and PoE Equipment
SeTeL 5 Year Investment Protection Plan

*System Installation / Administration / User Training
Customer Provided Cabling, Floor Plan and Protection
Customer Provided UPS Equipment (Optional)
Customer Provided (see below specifications)
Customer Provided Network and Equipment
SV8100 IPP 5 Yr. Parts & 2 Yr. Labor on the listed Equip.*

Total System Investment (plus applicable taxes):

\$39,239.00

Pricing is Valid for 30 Days

- (a) 50 % of Purchase Price upon Execution of this Agreement;
- (b) 50 % of Purchase Price, plus applicable taxes, due upon delivery of Equipment;

This estimate assumes existing cabling is reusable and does not include any new station or feeder cabling.
The cabling must meet the criteria for the System's Analog, Digital and IP Terminals specifications.
Customer will provide floor plans with extensions and cable locations clearly defined from MDF to station location.
See Remarks section below for further details regarding this estimate including Customer responsibilities.

Southeastern Telecom



NEC
NEC Unified Solutions, Inc.



Customer _____

Date _____

Sales _____

Date _____

Town of Farragut

Schedule A-New Sales Order-Itemization of Equip.
UNIVERGE SV8100 w/UM8000
April 4, 2012

Installation Address:
11408 Municipal Center Drive
Farragut, Tn 37922

Project Investment

Equipment Schedule

Qty.	System Equipment	Description
1	SV8100 32 IP PACKAGE	Includes: Chassis, CP00, PZ-32IPLA
1	SV8100 9.5 32IP PACKAGE	Includes: 3-slot 9.5" Chassis, CP00, PZ-32IPLA
1	PZ-VM21	SV8100 In-Mail/Modem/VRS Blade
1	CD-4COTB	4 Port COT Interface Blade
1	CD-8LCA	8 Port Analog Interface Blade
1	CD-PRTA	T1/PRI (1.5M) interface Blade
1	CD-VM00	UM8000 Voicemail Blade
1	CD-PVAA	Packet Voice Application Blade
1	CHS2U RACK MOUNT KIT	Rack Mount set for 2U Chassis
2	PZ-ME50-US	Memory Expansion
2	INSTALLATION CABLE (MOD8 - 25	Install Cable (RJ61-25 Pr-15 ft)
1	CHS2U INT BATT KIT	Batt Mtg Kit, Batt Ca Int & Batt Set
1	3 SLOT CHASSIS BATT KIT	Batt Mtg Kit, Batt Ca Int & Batt Set
1	LK-SYS-UPG FM 65 TO 256 PORT-L	System Port Lic. - 65 to 256 Port Lic.
1	LK-SYS-NETLINK1-LIC	NetLink - 1 node: Used for Remote sites.
1	LK-SYS-ACD-LIC	InACD Lic.
47	LK-SYS-IP-TERMINAL 1-LIC	1 NEC SIP Client Lic.
1	LKS-VM-VRS4-LIC	4 Port Lic. VRS
1	LKS-UMS-CLIENT 1-LIC	1 Unified Messaging Client License
1	LKS-UMS-CLIENT 8-LIC	8 Unified Messaging Client License
1	LKS-UMS-CLIENT 32-LIC	32 Unified Messaging Client License
1	LKS-UMS-PORT 8-LIC	8 UMS Port Lic.
4	LKS-UMS-FAX-LIC	UM8000 Mail FAX Port License (1 Port)
1	LKS-ACDMIS-BASIC-LIC	ACD MIS Basic Lic.
1	LKS-PVA-CONF-PORT 8-LIC	8 Port Conference Lic.
1	AKS UM-8G APP CF	Compact Flash Media 8G
1	AKS CONF BRIDGE APP CF	Conference Bridge License (8 Ports)
1	AK-INMAIL-1G-APP CF	InMail/VRS Compact Flash Media 64 Hrs. Storage
3	SOUNDSTATION2 NON-EXPAN W/DISP	Polycom Conference Phone w/Display
2	DCL-60-1 (BK) CONSOLE	DCL 60 Button DSS/BLF
47	ITL-12D-1 (BK) TEL	DT730 - IP 12 Button w/ LCD
2	ITL-24D-1 (BK) TEL	DT730 - IP 24 Button w/ LCD
1	MNT MULTI YEAR CONTRACT 5-YRS	NEC Software Assurance Plan
235	SV81/83 SW PREMIUM APS	UNIV SV8100 / SV8300 Software Assurance Plan
2	APC LINE COND. w/ 10 Amp, Input 5-15P Output 5-15R (4)	AC Line Conditioner
3	ADTRAN NetVanta 1234 24 Port L2 Ethernet Switch w/PoE	24 Port Layer 2 POE Switch
51	CAT5E CABLE w/BOOT (BK) 7'	CAT5E Cable

Southeastern Telecom

Customer Initials _____
Date _____

Town of Farragut

Schedule A-New Sales Order-Itemization of Equip.
UNIVERGE SV8100 w/UM8000
April 4, 2012

Installation Address:
11408 Municipal Center Drive
Farragut, Tn 37922

Project Investment

UNIVERGE SV8100 ACD MIS FIVE COMPONENTS

1 ACD MIS Server

The ACD MIS Server program is responsible for setting up communication with the NEC Chassis and recording call activity to an external database. The server should be left running at all times so that call records can be properly stored. The server is capable of running in a foreground or background window. NEC recommends that the Server PC be a dedicated system reserved exclusively for UNIVERGE SV8100 ACD MIS programs. UNIVERGE SV8100 ACD MIS Server must be running in order to properly collect all call record activity (i.e. the program must be active or minimized).

2 ACD MIS Monitor

The ACD MIS Monitor program provides the call center supervisors the ability to view performance characteristics of the call center in real-time. With this utility, the supervisor is able to track the activities of individual agents, as well as survey the efficiency of the each queue, or the entire call center. Through the simple user interface, each supervisor is able to define exactly the information that is relevant and layout the data tables on their screen. The tables are automatically updated with current data every few seconds, so that the user has access to the most up-to-date information.

The ACD MIS Monitor program can run on the Server PC, or run on a networked PC (client). An ID and Password are required to run the Monitor program. Up to five Monitor programs can be running simultaneously. The number of simultaneous Monitors is dependent upon the site licensing. When the ACD MIS Monitor is started for the first time you will have to enter the Server IP address or Server PC name. If Monitor is located on the Server PC then the Server Name will need to be local host. The next time Monitor is started it will ask for your User Name and Password.

3 ACD MIS Reports

The ACD MIS Reports provides the call center supervisors the ability to generate detailed reports of historical call center data. With this utility, the supervisor is able to analyze the activities of individual agents, as well as survey the efficiency of the each queue or the entire call center. Through the simple user interface, each supervisor is able to view exactly the reports that are relevant to their operation. All of the reports are displayed in a tabular format, and most of the reports also have an option to display a graphical representation of the data.

The ACD MIS Reports can run on the Server PC, or run on a networked PC (client). An ID and Password are required to run the Reports program. Up to five Reports programs can be running simultaneously. The number of simultaneous Reports is dependent upon the site licensing. When the ACD MIS Reports is started for the first time you will have to enter the Server IP address or Server PC name. If Reports is located on the Server PC, then the Server Name will need to be local host. The next time Reports is started it will ask for your User Name and Password. The reports can be exported to CSV, Excel, HTML, PDF and XML formats.

Southeastern Telecom

Customer Initials _____
Date _____

Town of Farragut

Module A-New Sales Order-Itemization of Equip.
UNIVERGE SV8100 w/UM8000
April 4, 2012

Installation Address:
11408 Municipal Center Drive
Farragut, Tn 37922

Project Investment

UNIVERGE SV8100 ACD MIS FIVE COMPONENTS

4 ACD MIS Admin

The ACD MIS Admin program is used to set up and configure the ACD operation to match the telephone set up. The ACD MIS Admin allows you to perform all facets of ACD MIS programming via a personal computer (PC) connected to the network, or on the same PC as the Server. The operator can save a configuration to a local file and upload that configuration to the ACD at a later time.

5 ACD MIS Agent Client

The ACD MIS Agent Client provides the call center agents with a valuable resource to effectively manage their workload. With this utility, the agent is able to track the current state of individual queues able to track the current state of individual queues with an on-screen statistics display. The Agent Client utility can also be used to send text messages to other Agent Client users.

InACD Software (Resides in the SV8100) Includes:

64 ACD Groups
512 ACD agents
64 Supervisors

Optional MIS Software Includes: 1 MIS & 3 Agent Client Lic.

Optional Agent Software Includes: 5 Agent Client Licenses
Maximum of 5 Monitor License per system.

InACD Announcements Requires InMail or VRS Ports

*** InACD MIS PC Requirements**

ACD MIS Dedicated Server
Pentium class machine with 500MHz processor
256MB RAM
250 MB available disk space (38 MB additional if
NET framework is not installed)
Windows 2000, XP Professional or Windows Vista,
(Version 1.4) is compatible with MS Windows 7 64-Bit OS.
Network Adapter for connecting to the
UNIVERGE SV8100 CD-CP00-US via the LAN
CD-ROM Drive
Key Board, Mouse, Printer (optional)

The InACD OS MIS and Admin./Supervisor, Monitor, Report Software can reside on this Server

*** InACD Agent Client Desktop**

Pentium class machine with 500MHz processor
256MB RAM
1 MB available disk space (38 MB additional if
.NET framework is not installed)
Windows 2000, XP Professional or Windows Vista
Network Adapter for connecting to the ACD MIS
Server via the LAN
CD-ROM Drive
Key Board, Mouse, Printer (optional)
Printer (optional)

ACD MIS Admin./Supervisor, Monitor, & Reports

Pentium class machine with 500MHz processor
256MB RAM
12 MB available disk space (38 MB additional if
NET framework is not installed)
Windows 2000, XP Professional or Windows Vista
Network Adapter for connecting to the ACD MIS
Server via the LAN
CD-ROM Drive
Key Board, Mouse, Printer (optional)

Notes:

As with most Windows applications, running the software on a faster PC with increased memory can improve operation. Applications that work in real-time, like UNIVERGE SV8100 ACD MIS, are especially sensitive to the need for an efficient hardware system. If your system processes several applications, or is slow in processing real-time data, NEC suggests upgrading the speed and/or RAM capacity of your PC. NEC strongly suggests running the server on a dedicated PC

Southeastern Telecom

Customer Initials _____
Date _____

Town of Farragut

Module A-New Sales Order-Itemization of Equip.
CONVERGE SV8100 w/UM8000
April 4, 2012

Installation Address:
11408 Municipal Center Drive
Farragut, Tn 37922

Project Investment

Remarks

Software Support will provide to the customer new versions of the system software including hot fixes, "point" upgrades and full version upgrades of all system software purchased for this system for the duration of the support plan. Upgrades do not include migration from one product family to another System Platform. SeTeL is not responsible under the terms of this agreement for any hardware necessary to accomplish this upgrade.

Please note: The actual Software upgrade is provided by Southeastern Telecom, Inc. (SeTeL) at our predefined Moves, Adds or Change (MAC) Rates.

A SeTeL Pre-Sale Data Assessment is required for the VoIP/LAN/UM Applications prior to the Final Proposal Signatures

The Customer is to provide an appropriate location for the equipment, Dedicated Electrical Service, UPS, Inside Wiring/Floor Plans from the MDF to the Desktop. If Applicable, the Data Network Connectivity, Equipment, QOS, PoE Switches, Anti-Virus Software and Microsoft Service Pack releases must be approved by the Applications Provider prior to being installed by the Customer.

strike The pricing (in US Dollars and do not include taxes) presented herein is ~~NONBINDING Budgetary Pricing~~ and is subject to changes in price, scope or interpretation without notice. Any final project (Project), to which the parties may agree shall be created and signed by both parties without any reference to this Budgetary Pricing.

Initial
Setel OK
Town Am

strike An Agreed-upon Scope of Work will be developed to define the Responsibilities for the Customer, SeTeL and Third-Party Vendors. Delays incurred as a result of the unavailability of information, Customer, or Customers Vendor-provided equipment, software, service, or personnel will be billed in addition to the above stated cost at the predefined Southeastern Telecom (SeTeL) Moves, Adds or Change (MAC) Rates. Any other modifications to the agreed-upon Scope of Work may result in additional costs being incurred by the customer.

Initial
Setel OK
Town Am

"Database Disclaimer" - The customer is responsible for maintaining and storing their own database. This would include all phone systems and servers. If there is a loss of database for any reason, SeTeL will re-load a customer provided database at current time and material rates. This would apply to all customers including contracted ones. If the database backup is not provided, corrupted or "out of date" and requires extensive reprogramming, then SeTeL will reprogram the database at the stated cost at the predefined Southeastern Telecom (SeTeL) Moves, Adds or Change (MAC) Rates.

NON-DISCLOSURE COVENANT

strike This proposal and its contents have been prepared for the express purpose of allowing your company to evaluate the products and services of Southeastern Telecom, Inc. This proposal contains proprietary product and price information, which will facilitate your company's evaluation. Because of the nature of the contents, neither the proposal nor any of the information in it may be reproduced, used by, or disclosed to persons not employed by your company without the prior written consent of Southeastern Telecom, Inc., and upon our request, this information in its entirety must be returned.

Initial
Setel OK
Town Am

strike The pricing presented herein is subject to changes in equipment, price, scope or interpretation without notice. Any final project (Project), to which the parties may agree shall be created and signed by both parties without any reference to this Pricing.

Initial
Setel OK
Town Am

Southeastern Telecom

Customer Initials _____
Date _____

Town of Farragut

Module A-New Sales Order-Itemization of Equip.
Cable/VERGE SV8100 w/inMail

Installation Address:

Project Investment

VoIP / Network Infrastructure Agreement

Southeastern Telecom highly recommends that a VoIP network readiness assessment be performed prior to implementing any VoIP system. This assessment will verify that existing networks can reliably support VoIP. VoIP as well as other real time applications can stress a network and reveal performance problems that have gone previously undetected.

VoIP network assessments should be performed as a qualification prior to any VoIP system implementation. Following the assessment, test results will be disclosed to the client. Southeastern Telecom provides network engineering services to assist in addressing the findings for an additional fee which is not included as a part of this agreement.

To support voice quality, networks supporting VoIP must possess the following minimum performance characteristics: Packet Loss=1% or less, Latency (delay)=80ms or less, Jitter (variance in delay)=20ms or less. SeTeL HIGHLY recommends VoIP enabled networks possess managed business grade Ethernet switching, wire-speed switching and routing, VLAN segmentation with interVLAN routing, Layer 2 QoS, Layer 3 QoS, PoE Ethernet switching where applicable and of course appropriate bandwidth.

Complete specifications on network performance criteria can be found in the SeTeL VoIP White Paper which is available for download at:

<http://www.setelecom.com/download/voipwhitepaper.pdf>

VoIP network assessments are performed for clients at no charge pending a properly executed contract for purchase of a SeTeL proposed voice system. Clients electing to terminate the purchase contract will be billed for the VoIP assessment. In instances where Southeastern Telecom is providing the network infrastructure in addition to the voice hardware and software, a VoIP network assessment will still be required prior to implementation at no cost to the client. See VoIP assessment costs below for reference.

X	# of Agents	Test Period	Reporting	Cost
X	1-4 Locations	5-7 Bus. Day	Y	Free (\$1,500.00*)
	5-8 Locations	5-7 Bus. Day	Y	Free (\$2,500.00*)
	9-12 Locations	5-7 Bus. Day	Y	Free (\$3,500.00*)

*cost of assessment is waived with a properly executed contract for a proposed SeTeL voice hardware/software solution. Results of assessment may reveal inadequacies in network infrastructure that could dictate a change from VoIP to a traditional TDM solution.

(Continued on next page)

Southeastern Telecom

Customer Initials _____
Date _____

Town of Farragut

Module A-New Sales Order-Itemization of Equip.
and VERGE SV8100 w/inMail

Installation Address:

Project Investment

VoIP / Network Infrastructure Agreement (Continued)

Assessments are designed to simulate VoIP call traffic and capture detailed statistics on network performance. Assessment duration should be a minimum of 5 business days as to monitor typical data traffic patterns and behavior. During the assessment period, the customer will be required to supply at least one Windows based PC on each logical or physical segment where VoIP will be deployed. Specifications and installation instructions are available at:
<http://www.setelecom.com/download/setelecomallyinstallation.pdf>

☐ I elect to Waive the VoIP Quality Assessment as defined in this document.

☒ I elect to allow Southeastern Telecom to perform a VoIP Assessment of the existing network. Following the conclusion of the assessment, Southeastern Telecom will provide detailed test results from the evaluation.

Where the assessment is waived, Southeastern Telecom will install the proposed VoIP hardware and/or software on the existing network infrastructure. Southeastern Telecom will not be held liable for VoIP performance or network performance issues that could be incurred during the implementation process or post installation. If such issues are encountered, implementation schedules and the operation of the system could be adversely affected. In the event that the assessment yields poor results, Southeastern Telecom offers network engineering services to address assessment findings for an additional hourly fee, normal network engineering rates apply.

Customer Signature

Date

You must select Waive or Accept the Network Assessment via the checkboxes above. If accepted, please indicate the number of sites to perform the assessment on via the # of sites checkboxes.

Southeastern Telecom

Customer

Date

Sales

Date

Town of Farragut

Module A-New Sales Order-Itemization of Equip.
SOUTHERN TELECOM SV8100 w/UM8000
April 4, 2012

Installation Address:
11408 Municipal Center Drive
Farragut, Tn 37922

Project Investment

SV8100 POWER REQUIREMENTS

A dedicated 120VAC 60 Hz circuit located within seven feet of the chassis is required. A separate dedicated outlet for each chassis should be installed.

Power Supply Specifications

AC Power Supply:

- Dedicated 15 Amp circuit
- Power Requirements: 120 VAC @ 15A Controlling/Base Chassis
- Power Consumption: Base Chassis=324VA, Expansion Chassis=324VA, total 1296VA

Input Voltage: 90VAC to 264VAC

(Rated Voltage: 100VAC/120VAC/220VAC - 240VAC)

Frequency: 45Hz - 66Hz (Rated frequency: 50/60Hz)

Phase and Wire: Single Phase, 2 Line + PE Type

Grounding Requirements: No. 14 AWG copper wire

Feeding Voltage: Dterm/OPX/DID: -48V

SLT: 25mA / -28V

With input voltage of 120 VAC and with full load conditions:

Output Power: Base Chassis=136W, Expansion Chassis=136W, total 544W

AC Input I: Base Chassis=2.7A, Expansion Chassis=2.7A, total 10.8A

VA @ 120V: Base Chassis=324VA, Expansion Chassis=324VA, total 1296VA

KWh @ AC Input I x 120V/1000: Base Chassis=0.324 KWh, Expansion Chassis=0.324 KWh, total 1.296 KWh

BTU (KWh x 3413): Base Chassis=1106 BTU, Expansion Chassis=1106 BTU, total 4424 BTU

ENVIRONMENTAL CONDITIONS

Temperature and Humidity

Chassis, Telephones, 16LK, Console, ADA, APR

Operating Temperature: +32°F ~ +104°F (0°C ~ 40°C)

Recommended Long Term Temperature: -4°F ~ +140°F (-20°C ~ 60°C)

Operating Humidity: 10 ~ 90% RH (non-condensing)

Recommended Long Term Humidity: 10 ~ 90% RH

Southeastern Telecom

Customer Initials _____
Date _____

Customer # _____
(Sales Dept.)

SCT # _____
(Accounting Dept.)

SOUTHEASTERN TELECOM, INC.

PROTECTION PLUS MAINTENANCE AGREEMENT

Southeastern Telecom, Inc., ("STI"), and Town of Farragut, TN, (the "Customer") agree on the TBD day of TBD, 2012, that STI shall provide maintenance services on the equipment (the "Equipment") as itemized below (the "Equipment Itemization") which is installed on the Customer's Premises 11408 Municipal Center Drive, Knoxville, TN 37922 (Town Hall & Public Works), (the "Premises"), and Customer shall pay STI for such services as described in this Agreement.

TERM OF AGREEMENT

This Agreement shall begin on the TBD day of July, 2012, and shall continue for a period of twelve (12) months. Thereafter, this Agreement shall be automatically renewed from year to year on the anniversary date for additional one (1) year terms. Either party may terminate this Agreement at any time by giving the other party at least sixty (60) days written notice.

PRICE AND PAYMENT TERMS

Customer shall pay to STI \$ See below per month plus applicable taxes for STI's performance of its maintenance obligations under this Agreement. Please choose how you wish to be billed by checking one of the following: semi annually _____ or annually ☒ (5% discount for annual payment)

The maintenance payment may change as provided for in the terms and conditions of this Agreement

THIS AGREEMENT CONSISTS OF TWO PAGES AND THE TERMS AND CONDITIONS SET FORTH ON THE SECOND PAGE ARE INCORPORATED HEREIN BY REFERENCE. CUSTOMER AGREES TO THE TERMS AND CONDITIONS HEREOF AND ACKNOWLEDGES RECEIPT OF A COMPLETED, FILLED-IN COPY OF THIS AGREEMENT. A FACSIMILE COPY OF THIS AGREEMENT SHALL BE DEEMED AS AN ORIGINAL.

EQUIPMENT ITEMIZATION

Qty	Description			Qty	Description		
	Year 1 - \$0.00				Year 5 - Parts - \$0.00		
					Labor - \$229.00/mo	\$2,748.00/annually	
	Year 2 - \$0.00						
	Year 3 - Parts - \$0.00			1	SV8100 Platform		
	Labor - \$163.50/mo	\$1,962.00/annually			See Schedule A -		
					Itemization of Equip.		
	Year 4 - Parts - \$0.00				5 Year Parts Warranty		
	Labor - \$196.25/mo	\$2,355.00/annually			2 Year Labor Warranty		

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

STI:

CUSTOMER:

SOUTHEASTERN TELECOM, INC.

TOWN OF FARRAGUT, TN

By: _____
Sales Representative

By: _____
Customer's Signature

Title: _____
Sales Rep's. Title

(Print Customer's Name) (Title)

MAINTENANCE SERVICE OBLIGATIONS OF STI

As long as Customer is not in default (as defined below) under this Agreement or any other agreement, obligation or indebtedness between Customer and STI, STI shall provide such services and repairs as are reasonably necessary to keep the Equipment installed on the Premises in efficient operating condition. STI will provide competent, professionally trained service personnel available on a twenty-four (24) hour, seven (7) days per week basis. STI shall respond to minor malfunctions on the Equipment on the average within twenty-four (24) hours of receipt of notice from the Customer requesting service Monday through Friday. STI shall respond to major system failures within an average of four (4) hours of Customer's request for emergency service being received by STI. Emergency service is defined as that necessitated by a major failure of the system to operate as required. All repairs are subject to Customer providing STI access to its Premises and Equipment.

SERVICE TO BE PROVIDED

Services to be provided under this Agreement include the following: (a) all parts and labor necessary to maintain listed Equipment in efficient operating condition, (b) travel time to and from the Customer's premises.

MAINTENANCE PAYMENTS

The maintenance payments for the services provided herein are based upon the Equipment Itemization. As the type and quantity of the Equipment is changed, increased or decreased, the maintenance payment shall be changed accordingly. The increase or decrease arrived at pursuant to this section shall reasonably reflect the changes in the Equipment Itemization. Maintenance charges for equipment added during the contract term will be billed for the remainder of the contract term. After any increase or decrease in the maintenance payment is determined pursuant to this section, the maintenance payment may also be further adjusted to reflect STI's then current service rates in the area in which the Equipment and software is installed.

CUSTOMER'S REMEDIES; LIMITATION OF LIABILITY

In the event of STI's material breach of this Agreement, Customer may cancel this Agreement by providing STI written notice. In the event of such breach, the parties hereby agree that it would be difficult, if not impossible, to determine the amount of damages, if any, sustained by the Customer. Accordingly, STI and Customer agree that the amount of liquidating damages to the Customer will be the lesser of one (1) year of maintenance payments or the amount of maintenance payments paid by the Customer, if less; provided, however, that STI shall have no liability for such damages unless Customer first gives STI written notice of the alleged breach of this Agreement and permits STI thirty (30) days from the date of the notice to cure such breach. Notwithstanding the above, STI shall not, under any circumstances, be liable for consequential damage for commercial or business loss or interruption, whether or not it has been informed of the possibility of such damages or losses including, but not limited to, those caused by call accounting systems.

EXCLUSIONS FROM SERVICE

The Equipment, or parts and items thereof, which have been abused, willfully or accidentally, neglected or have been damaged by misuse, negligence, deterioration of the environmental standards (heating/cooling/ventilation), accident, vandalism, theft or unexplained loss, fire, flood, wind or water damage, lighting damage, Acts of God or public enemy, pest damage, explosion, power blackout/brownout, earthquake, war, connection to direct electrical current, materials required because of failure of or variances in commercial electrical power, or services or repairs made necessary because of wiring, installation, repair, replacement, additions or alteration by anyone other than STI are excluded from this Agreement and STI shall not be responsible therefore. Repairs required as a result of any of the foregoing shall be made by STI upon request from Customer for which Customer shall be responsible to pay STI's then current rates. The Customer hereby grants STI, its employees and agents, full and unrestricted access to the Equipment requiring service.

SERVICES NOT INCLUDED

Services not included in this Agreement include relocation, physical and/or programming changes, additions/moving of Equipment and any services performed on ancillary/peripheral equipment such as but not limited to paging systems, batteries, handsets, printers and non-proprietary cordless phones. Software upgrades, bug fixes and any support requiring manufacturer technical support is contingent upon a current Manufacturer supplied Software Assurance contract on all applicable systems. STI shall, upon Customer's request, provide services items listed above as SERVICES NOT INCLUDED at STI's then current rates, which shall be in addition to the maintenance payment provided in this Agreement. Service related to software upgrades, bug fixes and issues requiring manufacturer technical support will be on a best effort basis without a current Software Assurance contract.

END OF LIFE (EOL)

Coverage on all systems is contingent upon manufacturer dictated support status. Products that are designated by the manufacturer as being End of Life (EOL) or End of Support (EOS) will be serviced on a best effort basis only under all circumstances.

UNCONTROLLABLE CIRCUMSTANCES

If performance by STI of any part of this Agreement is prevented, hindered, delayed or otherwise made impractical by reason of any cause beyond the control of STI, STI shall be excused from such performance to the extent that is prevented, hindered or delayed by such causes.

NOTIFICATION

Customer agrees to advise STI promptly of any changes in the location of any Equipment covered by this Agreement. If Customer moves any Equipment or modifies any Equipment covered by this Agreement and such move or modification is made by anyone other than a STI employee, such action may, at STI's sole discretion, result in immediate termination of this Agreement and all obligations of STI pursuant hereto. Any costs incurred by moves or modification will be charged to Customer at STI's then current rates.

CUSTOMER AGREES AND WARRANTS:

(a) To follow all STI installation operation and maintenance instructions; (b) To see that the original software program identification marks or labels are not removed or altered in any way; (c) To have an authorized representative available upon STI's arrival to provide information on services to be performed; (d) To provide access to Equipment and portions of Customer's Premises to enable STI to provide maintenance; (e) To ensure dedicated A.C. electrical circuits are provided for all direct and indirect connections to the Equipment; and (f) To provide suitable electrical grounds as needed for use with the Equipment.

DEFAULT

Customer shall be in default hereunder upon the occurrence of any of the following events: (i) The nonpayment when due of any amount or installment payable hereon or any other agreement or indebtedness between Customer and STI; (ii) The nonperformance, nonobservance or breach of any promise, covenant or warranty contained herein or in any other security or agreement between Customer and STI; (iii) If any warranty, covenant, representation or statement made or furnished to STI is false or misleading in any material respect; (iv) If Customer does or attempts to: (i) conceal, misuse, or dispose of the Equipment; (ii) allow anyone other than STI or its representative(s) to install, service, repair, replace, add to or alter the Equipment; (iii) use or allow use of the Equipment in any manner or for any purpose prohibited by law or by policy of insurance thereon; or (iv) if the Equipment is damaged and permitted to remain in such damaged condition for thirty (30) days after occurrence of the act causing such damage; (v) if the Equipment or any interest therein is attached, levied upon or seized in any legal proceedings or otherwise, or held by virtue of any lien, attachment or distress; (vi) upon the death, dissolution, termination of existence, insolvency, assignment for the benefit of creditors or the commencement of any bankruptcy, reorganization, receivership or insolvency proceedings by or against Customer.

STI'S RIGHTS UPON DEFAULT

Upon the occurrence of any default hereunder, all unpaid amounts shall at STI's option, without notice, immediately become due and payable. STI may, at its option, exercise, from time to time, any or all of the rights and remedies available under the Uniform Commercial Code, or otherwise by law or contract, including the right to immediate termination of this Agreement or any other agreement with Customer. In addition to other rights possessed by it, STI shall have the right to be exercised at any time and in the sole direction of STI, to pledge or transfer this Agreement and any renewals, extensions or modifications thereof, assigning therewith STI's rights in the Equipment or any portion thereof.

MODIFICATIONS OR AMENDMENTS

No modifications or amendments to this Agreement shall be binding upon either party unless submitted in writing and signed by an appropriate officer of both parties. This Agreement sets forth the entire agreement between STI and Customer with respect to the maintenance of the Equipment and supersedes any prior agreements and negotiations between the parties. Neither party is relying upon any representations, agreements or covenants of the other party or any third party not embodied herein.

GENERAL

This Agreement shall be governed by the laws of the State of Tennessee. Customer may not assign its rights or delegate its obligations under this Agreement without the prior written consent of STI. In the event of the invalidity of any provision of this Agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement, and STI and Customer agree to substitute for the invalid provision a revised provision which most closely approximates the economic effect and intent of the invalid provision.

Customer STI
(please initial here)

AGENDA NUMBER VII.C

MEETING DATE July 12, 2012

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of FY2013 Committee Appointment to the Visual Resources Review Board

INTRODUCTION: The purpose of this business item is to appoint a member to the Visual Resources Review Board for a 2-year term.

BACKGROUND: The committee consists of seven (7) members appointed by the Board of Mayor and Aldermen. The Visual Resources Review board members are expected to attend 75% of scheduled meetings. The term of any member shall expire following the third absence. Members may seek reappointment by the Board of Mayor and Aldermen.

Enclosed in your Board packet is Annette Brun's application to be considered.

The members shall be a resident of the Town of Farragut.

RECOMMENDATION BY: Allison Myers, Town Recorder/Treasurer

PROPOSED MOTION: To appoint Annette Brun to serve on the Visual Resources Review board.

BOARD ACTION:

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

<u>VOTE/TOTAL</u>	<u>ELLIOTT</u>	<u>HONKEN</u>	<u>LAMARCHE</u>	<u>MARKLI</u>	<u>MCGILL</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

Pam Hall

From: support@civicplus.com
Sent: Friday, June 22, 2012 1:41 PM
To: Pam Hall; Allison Myers; Valerie Millsapps
Subject: Online Form Submittal: Board and Committee Application Form

If you are having problems viewing this HTML email, click to view a [Text version](#).

Board and Committee Application Form

Select the Board, Commission, or Committee applying for*

Visual Resources Review Board (VRRB)

First Name*

Annette

Last Name*

Brun

Address1*

232 Belleaire Drive

City*

Knoxville

State*

TN

Zip*

37934

Home Phone Number*

865-414-9151

Business Phone Number*

865-560-3866

Occupation*

VP, Consumer Marketing HGTV/DIY Network

Email Address*

Abmun@scrippsnetworks.com

Education

BS, communications - Ohio University

The following form was submitted via your website: Board and Committee Application Form

Select the Board, Commission, or Committee applying for: Visual Resources Review Board (VRRB)

First Name: Annette

Last Name: Brun

Address1: 232 Belleaire Drive

City: Knoxville

State: TN

Zip: 37934

Home Phone Number: 865-414-9151

Business Phone Number: 865-560-3866

Occupation: VP, Consumer Marketing HGTV/DIY Network

Email Address: Abrun@scrippsnetworks.com

Education: BS, communications - Ohio University

Additional Information:

Form Submitted on: 6/22/2012 12:40:56 PM

Submitted from IP Address: 96.38.123.25

Form Address: <http://www.townoffarragut.org/FormCenter/Board-and-Committee-Application-3/Board-and-Committee-Application-Form-34>