

A G E N D A

FARRAGUT BOARD OF MAYOR AND ALDERMEN

January 10, 2013

BMA MEETING

7:00 PM

- I. Silent Prayer, Pledge of Allegiance, Roll Call**
- II. Approval of Agenda**
- III. Mayor's Report**
 - A. Proclamation
- IV. Citizens Forum**
- V. Approval of Minutes**
 - A. December 13, 2012
- VI. Business Items**
 - A. Approval of Resolution R-2013-01, Appointment of Town of Farragut Municipal Judge
 - B. Approval of Contract for Information Technology Services
- VII. Ordinances**
 - A. Public Hearing & Second Reading
 - 1. Ordinance 12-18, ordinance establishing a Community Health Council
 - B. First Reading
 - 1. Ordinance 12-19, ordinance on 1st reading to amend the Farragut Zoning Ordinance, Chapter 4. General Provisions and Exceptions, by adding Section XXIX. Grand Opening Special Events Permit
 - 2. Ordinance 12-20, ordinance on 1st reading to amend the Farragut Zoning Ordinance, Chapter 4. General Provisions and Exceptions, Section XIII. Outdoor Site Lighting, to establish wall mounted light heights and required glare shields
 - 3. Ordinance 12-21, ordinance on 1st reading to amend the Farragut Zoning Ordinance, Chapter 4. General Provisions and Exceptions, Section I. Accessory structures, to require HVAC screening to be architecturally compatible and to rename section to Accessory Structures and Uses
 - 4. Ordinance 12-22, ordinance on 1st reading to amend the Farragut Zoning Ordinance, Chapter 3. Specific District Regulations, Section XVI. Reserved for Future Use, to create a new commercial zoning district entitled Business District, Four Story (BD-4)
 - 5. Ordinance 12-23, ordinance on 1st reading to rezone Parcel 63, Tax Map 151, located on the southwest corner of Kingston Pike and Way Station Trail, part of the Renaissance development, approximately 2.5 Acre, from C-1 General Commercial District to BD-4 Business District, Four-Story (Myers Bros. Holding, Applicant)

- VIII. Town Administrator's Report**
- IX. Attorney's Report**

Town of Farragut

PROCLAMATION

WHEREAS, The Milken Family Foundation awards only 40 educators in the country with the Milken Educator Award known as the “Oscar” of education; and

WHEREAS, Milken award recipients must meet “very specific criteria;” and

WHEREAS, Milken works with state departments of education during a year-long process to determine who receives the award; and

WHEREAS, on December 4, 2012, this prestigious award was presented to Bobi King, third grade teacher at Farragut Intermediate School; and

WHEREAS, she is the only teacher in Tennessee to receive the prestigious honor; and

NOW, THEREFORE, I, Ralph McGill, Mayor of the Town of Farragut, do hereby proclaim January 11, 2013, as

BOBI KING DAY

In the Town of Farragut, Tennessee

And urge all citizens to join me in honoring Bobi King for her dedication to her students and community.

Signed this 10th day of January 2013.

Ralph McGill, Mayor

A G E N D A

FARRAGUT BOARD OF MAYOR AND ALDERMEN

December 13, 2012

BEER BOARD

6:55 PM

BMA MEETING

7:00 PM

- I. Silent Prayer, Pledge of Allegiance, Roll Call**
- II. Approval of Agenda**
- III. Mayor's Report**
- IV. Presentation of Comprehensive Annual Financial Report for Fiscal Year Ended June 30, 2012**
- V. Citizens Forum**
- VI. Approval of Minutes**
 - A. November 8, 2012
- VII. Ordinances**
 - A. First Reading
 - 1. Ordinance 12-18, ordinance establishing a Community Health Council
- VIII. Business Items**
 - A. Approval for Certificate of Compliance for Cork's Wine & Spirits
 - B. Approval of Request for Supplement for Additional Engineering Services from CDM Smith
 - C. Discussion of Knoxville Area Transit Farragut Express Route
 - D. Approval of Contract for Information Technology Services
- IX. Town Administrator's Report**
- X. Attorney's Report**

The Farragut Board of Mayor and Aldermen met in a regular session on Thursday December 13, 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 with the deletion of item VIII.D. Approval of Contract for Information Technology Services. Moved by Alderman Markli, Seconded by Alderman Honken; voting yes; Mayor McGill, Aldermen Elliott, Honken, LaMarche and Markli; no nays; motion passed.

Mayor's Report

Mayor McGill announced that the Town had hosted the Tennessee Municipal League District 2 meeting on December 13, 2012. He also announced that he, Aldermen Honken, LaMarche and Markli had attended the National League of Cities annual conference in Boston.

Presentation of Comprehensive Annual Financial Report for Fiscal Year Ended June 30, 2012

Mark Lund, with Ingram Overholt & Bean, presented the Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2012.

Approval of Minutes

Motion was made to approve the minutes of November 8, 2012 as presented. Moved by Alderman Markli, Seconded by Alderman LaMarche; voting yes; Mayor McGill, Aldermen Elliott, Honken, LaMarche and Markli; no nays; motion passed.

Ordinances

First Reading

Ordinance 12-18, ordinance establishing a Community Health Council

Motion was made to approve Ordinance 12-18 on first reading. Moved by Alderman Honken, Seconded by Alderman Markli; voting yes; Mayor McGill, Aldermen Elliott, Honken, LaMarche and Markli; no nays; motion passed.

Business Items

Approval for Certificate of Compliance for Cork's Wine & Spirits

Motion was made to approve the certificate of compliance for Cork's Wine & Spirits located at 11667 Parkside Drive. Moved by Alderman Honken, Seconded by Alderman Elliott; voting yes; Mayor McGill, Aldermen Elliott, Honken, LaMarche and Markli; no nays; motion passed.

Approval of Request for Supplement for Additional Engineering Services from CDM Smith

Motion was made to approve the Supplement for Additional Engineering Services from CDM Smith in the amount of \$16,833. Moved by Alderman Honken, Seconded by Alderman Elliott; voting yes; Mayor McGill, Aldermen Elliott, Honken, LaMarche and Markli; no nays; motion passed.

Discussion of Knoxville Area Transit Farragut Express Route

When the Board of Mayor and Aldermen approved the FY2013 budget in June 2012, there was a stipulation approved regarding the funding of the KAT bus route for FY2013. The board approved a total of \$40,000 to fund the route for the entire fiscal year, with the stipulation that the route increase total ridership 50% between June and December of this year when compared to 2011. The usage only showed a 3.8% increase in ridership on the route since June 2012, which does not

meet the 50% threshold established by the Board to continue funding the route. The Town has currently paid KAT \$20,000 to provide the bus route from July 2012-December 2012. No motion was required due the Board's desire to not continue funding the Farragut Express Route.

Town Administrator's Report

David Smoak, Town Administrator, announced that the employee Christmas lunch would be December 14 at 11:30. All board members were invited to attend.

Meeting adjourned at 8:10 PM.

Ralph McGill, Mayor

Allison Myers, Town Recorder

AGENDA NUMBER VI. A.

MEETING DATE January 10, 2013

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Resolution R-2013-01, Appointment of Town of Farragut Municipal Judge

INTRODUCTION:

In accordance with the Town of Farragut Municipal Code section 3-102 the office of municipal judge shall be filled by a resolution of appointment by the Board of Mayor and Aldermen.

BACKGROUND:

Any person appointed to the office of municipal judge shall hold a baccalaureate degree from an accredited college or university; shall be at least thirty years of age, and have been a resident of the town for a period of one year preceding election to office.

The normal term of office for any officer appointed pursuant of section 3-105 shall be for one year and such officer shall continue to serve thereafter until such officer's successor has been appointed and is sworn in unless otherwise provided.

DISCUSSION:

Lucinda Troyer, current Municipal Judge, has agreed to serve another term. No other applicants have applied for this appointment.

RECOMMENDATION BY:

Allison Myers, Town Recorder

PROPOSED MOTION:

Motion to approve Resolution R-2013-01, Appointment of the Town of Farragut Municipal Judge.

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	_____	_____	_____	_____	_____



TOWN OF FARRAGUT

RESOLUTION R-2013-01

APPOINTMENT OF MUNICIPAL JUDGE

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, wishes to appoint a Municipal Judge, and

WHEREAS, the level of compensation of the Municipal Judge may be set by the Board of Mayor and Aldermen,

NOW, THEREFORE, BE IT RESOLVED that _____ is hereby appointed effective February 1, 2013 as municipal judge to a term ending January 31, 2014, or thereafter until a successor Municipal Judge has been appointed and been sworn in, and shall be paid compensation of \$100 per session of the Farragut Municipal Court.

This Resolution is duly adopted by the Board of Mayor and Aldermen of the Town of Farragut on this 10th day of January 2013.

Ralph McGill, Mayor

Allison Myers, Town Recorder

AGENDA NUMBER VI. B.

MEETING DATE January 10, 2013

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: G. Palmer, Assistant Town Administrator

SUBJECT: Approval of Contract for Information Technology Services

ATTACHMENTS:

Draft agreement between the Town of Farragut and Claris Networks LLC and attachments thereto.

INTRODUCTION:

In order to comply with Federal and State digital computing, storage, and retrieval requirements the Town maintains a complex network consisting of an internal computing system, digital archives, and public information portals. Due to the expertise required to maintain this function and the cost of maintaining the required infrastructure, the Town solicits and contracts with a private professional firm for IT services. Our current contract is with Claris Networks LLC. This contract has run its term, and is currently in a month-to-month status per the contract. In anticipation of this the Town published a Request for Qualifications soliciting Professional Information Technology Services.

DISCUSSION:

The Town received three complete proposals from qualified firms. The proposals were evaluated and ranked based on the completeness of the response, firm experience, the specific needs of the Town, and cost for services. The proposed term of service upon award of this contract is three years from the date of execution. The proposed basic services include but are not limited to: hosting storage and archiving of the Town's digital data, workstation and software maintenance, email solution, and security/support for all digital networks operated by the Town.

After thorough review of the responses Claris Networks LLC, our current services provider, was determined to be the most qualified responsible firm. Thus, the Town (represented by Town Attorney Tom Hale and Assistant Town Administrator Gary Palmer) and Claris Networks (represented by CEO Dave Sagraves and Chuck Spicka) initiated contract negotiations which resulted in the attached written draft agreement (please see attached).

The negotiated cost for services are as follows:

Remainder of FY 2013 (Jan. through June): \$49,882 (\$7,240/mo. + one time network upgrade fee of \$6,442)

FY 2014: \$86,880 (\$7,240/mo.)

FY 2015: \$86,880 (\$7,240/mo.)

FINANCIAL SECTION:**Project:** Information Technology Services (Data Processing Service) for FY 2013

ACCT# 110-41640-255 (Data Processing Services)

Line Item

<u>Total Budget</u>	<u>Contract Amount</u>	<u>Expend.to Date</u>	<u>Remaining Amount</u>
\$87,020	\$49,882(Jan-Jun 13)	\$52,636.09	\$34,383.91

\$49,882 - \$34,383.91 = \$15,498.09 over line item

Need an additional \$16,000 TO COVER FY 13; Transfer within Fund

ACCT# 110-41640-239 (Licensing)

Line Item

<u>Total Budget</u>	<u>Transfer Amount</u>	<u>Expend.to Date</u>	<u>Remaining Amount</u>
\$18,000	\$16,000	0.00	\$2,000

Approved By: A. Myers**RECOMMENDATION BY:**

Assistant Town Administrator and Town Attorney for Approval

PROPOSED MOTION:

Approval of the professional services agreement for Information Technology Services between the Town of Farragut and Claris Networks LLC for the term amounts as follows:

Remainder of FY 2013:	\$49,882 (\$7,240/mo. + one time network upgrade fee of \$6,442)
FY 2014:	\$86,880 (\$7,240/mo.)
FY 2015:	\$86,880 (\$7,240/mo.)

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	_____	_____	_____	_____	_____

TOWN OF FARRAGUT

INFORMATION TECHNOLOGY SERVICES AGREEMENT

This Information Technology Services Agreement (the "Agreement") is made by and between Town of Farragut, a TN municipal corporation ("Client" or "Customer") and Claris Networks LLC, a TN limited liability corporation ("Contractor" or "Claris"), SEE Attachment A for corporate information of Contractor. The sole purpose of this Agreement between the parties is for Information Technology Services as outlined herein.

1. **Professional Services.** Contractor agrees to perform the Scope of Services as outlined in Attachment B - Scope of Services - as specified in Attachment C - Contractor's Response to Request for Proposal.
2. **Compensation.** Client shall compensate Contractor for the Basic Services as follows: \$ 7,240.00 per month, including 30 day backup retention and monthly archiving, which sum assumes fifty (50) users. Customer can increase or decrease the number of users and will only be charged for the number of users times the per user fee of \$ 144.80, except Customer shall guarantee a minimum of thirty-five (35) users for a minimum monthly fee of \$ 5,068.00, MUG as defined in Article II, § 2 of the Supplemental Terms to Response to a Request for Proposal (herein "Supplemental Terms") (Attachment C, Section I). For each user in excess of 50, the monthly charge will be \$206.00. In addition to the monthly fee and upon execution of this agreement, Client shall pay Contractor a one-time lump sum network upgrading fee of \$6,442.00.
3. **Term.** The term of this agreement shall extend for 36 months from the date of execution of this agreement.
4. **Schedule.** Contractor is currently what it calls the managed service provider ("MSP") for the client under a different agreement. Contractor shall begin work under this Agreement upon notification of Client's approval of this Agreement.
5. **Invoicing and Payments.** Invoices or payment requests shall be submitted to Client no more than monthly and shall include such information, documentation or data as Client may require including, but not limited to, the amount and breakdown of the payment requested, the period covered by the request, and the work performed during the period covered by the payment request. After review, Client will indicate approval of the payment request, or shall explain to Contractor, in writing, the reasons for not approving any portion or all of the request, and authorize payment of the amount approved. In the event Client does not approve any portion of a payment request, and has communicated the reasons to Contractor, Contractor will then take the necessary action to satisfy the reasons for non-approval and resubmit the payment request. Client shall endeavor to remit payment of payment requests or portions thereof which are approved by Client within ten (10) days of receipt by Client. From time to time approval of a payment request may require action by the Board of Mayor and

Aldermen which meets on the second and fourth Thursday of most months. Contractor reserves the right to adjust billings up or down, based on the number of active users for the previous month. The pricing of this contract was developed by incorporating a monthly discount to the Client because the basic monthly charge is paid on the first business day of the month through an automatic draw (ACH). Client intends to continue this practice, and the discount and monthly charge will remain the same so long as the basic monthly charge is paid within ten (10) days as provided herein.

6. **Time.** Contractor will perform its services in a reasonable and timely manner commensurate with the exercise of due professional care. Time for performance shall be extended as necessary for reasonable delays or suspensions due to circumstances beyond the Contractor's control. If such delay or suspension extends more than six (6) months (cumulatively), Contractor's compensation shall be equitably adjusted; provided, however, such adjustment and amendment to this Agreement must be approved by the Board of Mayor and Aldermen before the Client is bound.

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

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

9. **Termination.** See Article I, § 3 of Supplemental Terms (Attachment C, Section I).

10. **Insurance.** Upon execution of this agreement, Contractor shall obtain, maintain for the term of this agreement, and deliver to Client a certificate of insurance evidencing general liability coverage with a limit of not less than \$1,000,000 each occurrence for bodily injury, personal injury and property damage. If such insurance contains a general aggregate limit, it shall apply separately to the work/location of the Project in this Agreement or be no less than \$2,000,000. In addition, Contractor shall endeavor to secure and maintain insurance

in such amounts as it deems necessary to protect itself from claims of professional negligence arising from the performance of services under this Agreement. Such insurance shall:

- a. Contain or be endorsed to contain a provision that includes Client, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work performed by or on behalf of the Contractor.
- b. For any claims arising as a result of Contractor's action, the Contractor's insurance coverage shall be primary insurance as respects the Client, its officers, officials, employees, and volunteers.

11. **Risk Allocation.** (INTENTIONALLY DELETED). See Article I, § 6 Supplemental Terms (Attachment C, Section I).

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

13. **Contract Administration/Notice Delivered.**

Contract Manager; Client. The Client shall assign Gary Palmer, Assistant Town Administrator as the contract manager. All notices related to the terms of this agreement, from the Contractor to the Client shall be directed through the contract manager by digital transmission or mailed to:

Gary Palmer
Assistant Town Administrator
Town of Farragut
11408 Municipal Center Dr.
Farragut, Tennessee 37934

Approved Email Address for all digital transmissions that shall serve as proper notice to the Client:

gpalmer@townoffarragut.org with copy to:
vmillsapps@townoffarragut.org (Valerie Millsapps)

Contract Manager; Contractor. The contractor shall assign

DAVE SAGRAVES as the contract manager. All notices related to the terms of this agreement, from the Client to the Contractor shall be directed through the contract manager by digital transmission or mailed to:

ENTER APPROPRIATE EMAIL ADDRESS(ES) AND MAILING ADDRESS FOR YOUR AGENTS
APPROVED TO RECEIVE NOTICE dsagaves@ClavisNetworks.com

6100 Lonas Drive
Knoxville TN 37909

14. **Miscellaneous.**

a. The Contractor may assign or transfer any interest in this Agreement without obtaining the prior written approval of the Client; provided that the Assignee agrees to assume and performs all of Contractor's obligations hereunder. Such assignment shall not relieve Contractor of liability hereunder. Client may not assign or transfer this Agreement or any of its rights hereunder without the prior written consent of Claris, which consent shall not be unreasonably withheld.

b. The Contractor may enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the Client. Such subcontracting shall not relieve Contractor of liability hereunder for the failure of subcontractor to perform.

c. The contract between the parties consists of this Agreement, its attachments, any written request for services issued by Client and any response thereto made by Contractor, including any addenda thereto. To the extent there is a conflict between the terms of any of the documents that constitute the contract between the parties, the terms that are most specific to the matter in dispute shall govern over the more general.

d. This Agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials of each party. Minor, logistical amendments proposed by Contractor may be approved on behalf of Client by the Town Administrator or his/her designee. Major, substantive amendments proposed by Contractor shall be approved on behalf of Client by the Board of Mayor and Aldermen.

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

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

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

h. This agreement will be governed and construed in accordance with the laws of the State of Tennessee. Any legal action arising from this agreement shall be under the jurisdiction of the appropriate State of Tennessee Court within Knox County, TN and/or the United States District Court, Eastern District of Tennessee Knoxville Divisional Office within Knox County, TN.

CLIENT:

Town of Farragut

By: _____

Printed

Name: _____

Title: _____

Date: _____

CONTRACTOR:

Claris Networks, LLC

By:  _____

Printed

Name: DAVE SAGRAVES

Title: EUP

Date: 1/3/12

Attachment B Scope of Services

Generally

The Contractor will provide the Client a secure, recoverable, internally networked, on demand cloud-hosted solution of all of the Client's digital data with the following minimum specifications:

Specifically

1. Up to two terabytes of data storage
 - Storage, maintenance and on-demand recoverability of all public records¹ in accordance with TCA §10-7-121. The on-demand recoverability of data shall be provided from a third party email archiving solution and a Contractor provided manual archiving process. Client's digital data shall be written to a removable hard drive monthly. Claris is not responsible for archived data once it is written to a peripheral device. This includes all emails transmitted or received through the Town network, and all digital data created for or retained on the Town network
2. Network integrated email solution
3. Network maintenance and support
 - 24/7 network monitoring and troubleshooting to ensure limited network down-time
 - On a consulting basis, Contractor will assist in establishing a seamless integration and cooperation with our current website host to ensure end user access and interactive capability. Claris cannot guarantee end user access and interactive capability if Claris does not host the website.
 - On a consulting basis, Contractor will assist in establishing a seamless integration with the Client's existing e-government module capabilities which includes or may include secure two-way transactions through a third party web portal, public records retrieval through the website, and remote network user access for telecommunicating. We will help provide support for access to Claris hosted systems. We will help troubleshoot connectivity to other systems. Claris cannot guarantee seamless integration to third party applications under any circumstances as it does not control the third party's systems.
 - Contractor, through the Technical Account Manager, will work to mutually agree upon, adopt, and reasonably adhere to work order priority for tasks designed to improve the Customer's systems, but which are not classified according to "severity" as described in the Service Level Agreement contained in Article IX of

¹ TCA § 10-7-701 Public Records: *All documents, papers, records, books of account, and minutes of the governing body of any municipal corporation, or of any office or department of any municipal corporation, within the definition of "permanent records," essential records," and/or "records of archival value," as defined in § 10-7-301, constitute "public records" of the municipal corporation. All documents, papers, or records of any municipal corporation or of any office or department of the municipal corporation that constitute "temporary records" and/or "working papers" within the definition set forth in § 10-7-301(13) and (14) constitute "public records" of the municipality, except that "temporary records" may be scheduled for disposal as authorized in this part.*

the Supplemental Terms to Response to Request for Proposal (Attachment C, Section I).

- The standard operating procedures for responding to normal requests for service based on the severity of the issue to the organization shall be governed by the provisions of Article IX of the Supplement Terms to Response to Request for Proposal (Attachment C, Section I).
 - Provide a Technical Account Manager: The Technical Account Manager (TAM) will be meeting with the Client on a quarterly basis to discuss any IT related issues and strategy for resolution
4. Remote, web-based user access to the network through a Virtual Private Network (VPN)
 5. On-Call setup of the Client's new desktop stations or repair of existing desktop stations
 6. Contractor will maintain a list of all of Client's information technology related software licenses. Contractor will assist and support Client in dealing with third party providers of these software licenses when issues or problems arise that relate to such third party provided software licenses and applications; however, Contractor cannot take responsibility for the failure of software provided by a third party to operate as warranted by the provider.
 7. Support of the Client's municipally-deployed GIS software and infrastructure
 8. Wi-Fi Maintenance and Support
 9. Set up of new IT hardware and software upon service-request. Client understands that any NEW software, services or hardware set up may be billable at a rate of \$150/hr.

ATTACHMENT C



REQUEST
FOR
PROPOSAL
RESPONSE

INFORMATION TECHNOLOGY SERVICES

FOR THE TOWN OF FARRAGUT, TENNESSEE

Claris Contact:
Heath Myrick
865-545-5058
hmyrick@clarisnetworks.com

April 13, 2012

ATTACHMENT C

INTRODUCTION

The Town of Farragut is requesting proposals from qualified firms for Information Technology Services. Claris Networks is responding to this request as the Town's current Service Provider. Claris values its partnership with the Town of Farragut and aims to provide the most complete managed IT solution, meeting the Town's current needs while also providing the infrastructure and support for its future technology needs.

PREFACE

COMPANY OVERVIEW – Claris Networks

Claris Networks is the premier information technology (IT) support, cloud computing, managed services and hosted solutions provider for small to medium-sized businesses in the East Tennessee area. For four consecutive years, Claris has been recognized as one of the top 100 Managed Service Providers in the world. In 2011, Claris was granted the position as the 45th MSP in the world. Claris employs 75 people many are technicians with both relevant industry certifications and dozens of years of industry experience.

Certifications: A+, Net +, Networking/Microsoft Support, MCP, MS Server Management/Configuration, CCNA, CCNP, SEC+, MCSE, MCSA, CNE, CCA, VCP, ICND, SANS GIAC GOLD, CompTIA, JNCIA, and others.

Degrees: AAS High Performance Computing, AAS Networking and Communications Systems, AS Computer Networking, AS Information Technology, AS Networking and Communications Technologies, AS Occupational Science in IT/ BS Business Administration, BS Information Security, BS Organizational Management, BS Network Security and Forensics, BS Computer Technology, BS Business Administration/ Master Business Administration, BS Applied Science Network Security and Forensics.

Areas of expertise include cloud computing and managed services for industries with highly sensitive and complex regulations, such as healthcare and financial services. Additionally, many of the Claris technical staff are certified VMware technicians, they maintain effective and consistent communication with VMware representatives and support. As of December 2011, over 10,000 end-users across dozens of verticals accessed the Claris Networks proprietary cloud computing offering via networks utilizing virtualization. In fact, according to VMware, Claris owns and operates the second largest VMware virtualized network in the eastern half of the U.S.

Claris Networks' brand promise is "Making IT Work." Simply, we believe business IT should work all the time. As a result, our full-time, help desk technical support staff is available from 7:00am – 7:00pm, with on-call technicians available 24x7. Clients can receive help desk support via telephone, email, live-chat on the Claris website and a specialized online portal.

ATTACHMENT C

Specific Needs Narrative for Town Of Farragut

Clarix Networks responses follow the word Response:

1. Redundant, secure, backed up, cloud-hosted solution; this includes monitoring and maintenance with a minimum of 2 terabyte storage capacity; **OR** comparable alternative Response: As your Managed Service Provider (MSP) Clarix is providing and will continue during the Term to provide 2 TB of Storage.
2. Email Solution: (separate from the cloud-solution) Dedicated server with the ability to backup and archive all emails (currently have and exchange server)
Response: As your MSP, Clarix is providing and will continue to provide during the Term Microsoft Exchange for an email solution on a separate server.

OR

The Town is considering switching to Google Apps for Local Govt. and would like the candidate firm to consider this transition of our emails to a cloud hosted, secure, environment (Google Apps: 50 users x \$83 per user = \$4,150/year paid outside of the scope and Terms of this agreement)

Response: See OPTION 2 on Fee proposal for alternate pricing for Google Apps or Local Govt.

3. Seamless Integration and cooperation with our current website host/Remote User Access
Response: We will help provide support for access to Clarix hosted systems. We will help troubleshoot connectivity to other systems. Clarix cannot guarantee Seamless integration to third party applications under any circumstances.
4. Recovery Speed/Scalability: Comparable to Amazon EC2 Standard
Response: The Clarix Cloud solution is recognized as the 19th largest cloud in the world, in which Amazon EC2 is in the list. So, Clarix will provide a scalable solution compliant with the EC2 standard.
5. On-call setup and maintenance: mirrored workstation software and support for a minimum of 50 licensed network users in five Town Departments (Administration, Parks and Leisure Services, Community Development, Public Works, and Engineering):
Response: Clarix currently provides and will continue to provide during the Term unlimited off-site and on-site help for all PC issues.

ATTACHMENT C

- Licensing: The Town currently holds licenses for the Windows 7 Operating System, Microsoft Office 2010, and Various 3rd Party Software licenses determined by the specific Town Department's needs and mission
The selected firm must be able to provide service which will accommodate the installation, workstation setup, and maintenance of all operating systems, platforms, content management systems, and third party software
Response: This is currently done and will continue during the Term to be done through unlimited off-site and on-site support by Claris personnel.
 - The hosting solution must seamlessly integrate with the Town's existing e-government website module capabilities which includes secure two-way transactions through a third party web-portal, public records retrieval through the website (Munidocs), remote network user access for telecommuting Claris can provide the request service. Response: The two-way transactions through the third party web-portal are currently in place with Claris and will continue to be maintained during the Term.
6. The selected firm must be familiar with municipally-deployed GIS and its applicability to e-government service delivery. The Town currently has the following GIS infrastructure:
Response: Claris is currently supporting and will continue to support during the Term the municipally-deployed GIS and the e-government service delivery.
- Physical Server on-site: Dell R300 standard configured for onsite ARCGIS application. Response: The current Dell R300 is a Claris asset and is being supported and will continue to be supported by Claris.
 - Dell T7500 Workstation with Windows 7 Operating System and ArgGIS10 ESRI licensed software and extensions. Response: The Dell 7500 is currently being supported and will continue to be supported by Claris.
 - Future Expandability: Cloud hosting solution for ArcServer
 - licensing through Environmental Systems Research Institute (ESRI)
Response: Claris is capable of expanding as ArcServer needs the resources.
7. System Security in a cloud environment which meets the Federally Adopted Standards
Response: Claris has its SOX2 and 3 and we are audited on a Semi-annual basis. Internally, we comply with these compliance requirements. However, the Town may be required for verification of compliancy. Because regulations do not allow us to audit networks that we support, Claris cannot provide these audits. It's a conflict of interest.
8. Wi-Fi Maintenance and Support. Response: Claris is currently supporting and will continue during the Term to support the Towns Wi-Fi.
9. Customer Service
- Continuous system monitoring with the ability to provide emergency and non-emergency on-site and remote access problem resolution. Response: Claris

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agrees to continuous system monitoring.

- **Set up of new equipment and software upon request-** Response: Claris agrees to provide setup of new equipment and software upon request
- **Ability to provide in-person office support on a regular and continual basis if necessary** Response: Claris will provide service pursuant to the provisions of Attachment B: Scope of Service, which incorporates for some issues Article IX of the Supplemental Terms to Responses to Request for Proposal (Attachment C, Section I).

10. **Annual Top-Down Needs Assessment** Provide recommendations regarding new technology, software, and e-government service delivery solutions Response: The Technical Account Manager (TAM) will be meeting with the Town on a quarterly basis, and annually they will provide a Top-Down Needs Assessment. During the quarterly meeting the TAM will provide recommendations regarding new technology, software, and e-government service delivery solutions.

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SECTION C FEE PROPOSAL

OPTION #1

SecureCloud Platinum*

- Microsoft Windows Network
- Active Directory User Account
- File and Printer Sharing
- Microsoft Exchange 2010 Email & Spam Filtering and archive and compliance
- Scheduled Nightly Backups
- 2 TB Storage Allocation Across All Hosted Servers
- Up to 1GB of Basic Website Hosting (restrictions apply)
- SiteManager Antivirus, Patch Management and Inventory
- Dedicated Account Team (IT Manager, Helpdesk Specialist)
- Unlimited Core Network Administration & Support
- Onsite Managed Firewall(s) + SSL-VPN Remote Access (10 concurrent users)
- Onsite Server(s) – Role DC/FP
- Unlimited Remote and Onsite end-user desktop support
- Terminal Server
- 30 Day Backup Retention
- Monthly Archiving
- Incode Server (financial and permitting)
- Public Works & main site connection
- Assistance with Laserfiche maintenance/set-up
- Secure Data-3 servers, 1TB local/500GB off-site storage
- Meru Maintenance (wireless)

Number of Users: 50

Per month based on 50 Users: \$ 7240.00

One-time Setup Fee: \$6442.00

Agreement Term: 36 months

Monthly per User Fee: \$ 144.80

* For a detailed list of components offered by Contractor, see the attached 3 page Quote ("Quote"). If a listed component in the Quote is not currently to be included in the services provided under this contract, under the heading "Ext. Price" a \$0.00 will appear for the component. While not currently provided, these list component services may be added hereafter at the additional charge listed under the heading "price."

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SECTION C FEE PROPOSAL

Alternate OPTION # 2:

If the Client choses to go to Google's platform for email

SecureCloud Platinum - without Email†

- Microsoft Windows Network
- Active Directory User Account
- File and Printer Sharing
- Scheduled Nightly Backups
- 2 TB Storage Allocation Across All Hosted Servers
- Up to 1GB of Basic Website Hosting (restrictions apply)
- SiteManager Antivirus, Patch Management and Inventory
- Dedicated Account Team (IT Manager, Helpdesk Specialist)
- Unlimited Core Network Administration & Support
- Onsite Managed Firewall(s) + SSL-VPN Remote Access (10 concurrent users)
- Onsite Server(s) – Role DC/FP
- Unlimited Remote and Onsite end-user desktop support
- Terminal Server
- Incode Server (financial and permitting)
- Public Works & main site connection
- Assistance with Laserfiche maintenance/set-up
- Secure Data-3 servers, 1TB local/500GB off-site storage
- Meru Maintence (wireless)

Number of Users: 50

Per month based on 50 users: \$6192.00

One-time Setup Fee: \$6192.00

Agreement Term: 36 months

Monthly per User Fee: \$123.84

† For a detailed list of components offered by Contractor, see the attached 3 page Quote ("Quote"). If a listed component in the Quote is not currently to be included in the services provided under this contract, under the heading "Ext. Price" a \$0.00 will appear for the component. While not currently provided, these list component services may be added hereafter at the additional charge listed under the heading "price."

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SECTION D QUALIFICATIONS

Federal Tax Identification Number 62-1766704

References

1. The Wakefield Corp., Todd Gerringer, 865-288-6723, tgerringer@thewakefieldcorp.com
2. The Rush, Mike Manning, 865-777-7874 mmanning@therush247.com
3. Radio Systems/PetSafe, 865-218-4047, cchandler@petsafe.net

Insurance:

Certificate of Liability Insurance is attached with \$3,000,000 Limit

Firm Capabilities

Claris Networks is the premier information technology (IT) support, cloud computing, managed services and hosted solutions provider for small to medium-sized businesses in the East Tennessee area. For four consecutive years, Claris has been recognized as one of the top 100 Managed Service Providers in the world. In 2011, Claris was granted the position as the 45th MSP in the world. Claris employs 75 people, most are technicians with both relevant industry certifications and dozens of years of industry experience.

Certifications: A+, Net +, Networking/Microsoft Support, MCP, MS Server Management/Configuration, CCNA, CCNP, SEC+, MCSE, MCSA, CNE, CCA, VCP, ICND, SANS GIAC GOLD, CompTIA, JNCIA, and others.

Candidate Firm Information

Claris Networks, www.clarisnetworks.com 6100 Lonas Dr. Knoxville, TN 865-251-5555

Dave Sagraves, dsagraves@clarisnetworks.com 865-545-5017

75 Employees

Firm established in 1998

Proposed Project Team Information

- Chris Walker- Technical Service Manager- 865-545-5011
- Andy King- Service Delivery Manager- 865-545-5032
- Jason Wood- Technical Account Manager- 865-545-5026

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**SECTION F
ASSURANCES**

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

EEO Plan. The firm shall adhere to an EEO policy that does not discriminate with regard to race, color, religion, national origin, sex, sexual orientation, sexual preference, transgender status, disability or age.

The firm will ensure equal employment opportunity applies to all terms and conditions of employment, personnel actions, and firm-sponsored programs. Every effort shall be made to ensure that employment decisions, programs and personnel actions are non-discriminatory and that these decisions are administered on the basis of an evaluation of an employee's eligibility, performance, ability, skill and experience.

a. Does the firm have an EEO policy in place?

☒ Yes

☐ No

b. If the answer to a. above is no, will the firm have such a policy in place for this project?

☐ Yes

☐ No

Statement of Assurance. The firm herein assures the Town that it is in compliance with Title VI & VII of the 1964 Civil Rights Act, as amended, in that it does not on the grounds of race, color, national origin, sex, age, handicap, or veteran status, discriminate in any form or manner against employees or employers or applicants for employment and is in full compliance with the Americans with Disabilities Act.

Firm's Name:

Claris Networks

Authorized Signature:



Title:

Vice President

Date:

April 13, 2012

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**SECTION G
LEGAL AND CHARACTER**

Claims and Lawsuits. Is or has your firm been involved in any claims or lawsuits involving contentions that your firm provided inadequate services or products, or breached its contract to provide services or products? If so, please describe and provide the identities of the parties involved and, with respect to lawsuits, the court in which it was filed:



Authorized Representative Signature

None

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SECTION H AFFIDAVIT

This proposal is submitted to the Town of Farragut, TN (the Town) by the undersigned who is an authorized officer of the firm and said firm is licensed to do business in the State of Tennessee. Further, the undersigned is authorized to make these assurances and certifies their validity. The firm recognizes that all assurances and representations herein are binding upon executing a contract and failure to adhere to any of these commitments is considered a breach of contract which may result in a revocation of the agreement and payment for any damages arising from that breach.

Consent is hereby given to the Town to contact any person or organization in order to make inquiries into legal, character, technical, financial, and other qualifications of the firm.

The firm understands that, at such time as the Town decides to review this proposal, additional information may be requested. Failure to supply any requested for information within a reasonable time may result in the rejection of the firm's proposal with no re-submittal rights.

The firm understands that the Town, after considering the legal, financial, technical, and character qualifications of the firm, as well as what in the Town's judgment may best serve the public interest of its citizens and employees, may offer to contract.

The firm understands that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same, and is in all respects fair and without collusion or fraud. It understands that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Any agreement issued will be on the basis of the firm's service and financial plans and that the firm's arrangements are feasible and adequate to fulfill the conditions set forth in this project.

Company Name: Claris Networks

Authorized Person: Dave Sagraves Signature: 
(Print/Type)

Title: Vice President Date: April 13, 2012

Address: 6100 Lonas Dr. Knoxville, TN 37909

Telephone: 865-251-5555 Email: dsagraves@clarisnetworks.com

ATTACHMENT C

SECTION I

CLARIS NETWORKS, LLC
SUPPLEMENTAL TERMS TO RESPONSE TO REQUEST FOR PROPOSAL

Clariss shall provide the service or services (the "Services") listed on Attachment B and Attachment C, of which this supplement is a part, subject to the terms and conditions of this Supplemental Terms. These Supplemental Terms DO NOT bind Customer to any services not contained in Attachment B and heretofore described in Attachment C.

This document contains the following Articles: I (Terms and Conditions); II (General Service Requirements and Restrictions); III (Service Restrictions for SecureCloud); IV (Service Restrictions for SecureData); VI (Service Restrictions for SecureConnect/SecureEdge); VII (Service Restrictions for SecureHost/SecureASP); VIII (Service Restrictions for SecureMessage); and IX (Service Level Agreement).

Article I and II apply to all Services purchased by Customer from Claris. Articles III through IX shall apply as applicable based on the Services and options selected by the Customer and set forth in Attachment B and Attachment C.

Article I: Terms and Conditions

1. General Service Restrictions Certain Services shall be provided through the use of third party software and such Services shall be subject to the specifications and to the limitations of that software and additional restrictions set forth in this Agreement. These would include:

- a. Antivirus software
- b. Backup software
- c. Remote access software
- d. Microsoft server, database, productivity software etc

2. Payment. [Intentionally deleted.] See §§ 2 and 5 of Information Technology Services Agreement for payment terms.

3. Renewal and Termination. Either party may terminate this Agreement without cause upon giving the other party one hundred eighty (180) days advance notice of the intent to terminate. Claris may terminate this Agreement immediately if: (a) Customer shall not pay when due any sum owed hereunder, and fails to cure such nonpayment within thirty (30) days of receipt of Contractor's written notice of breach, or (b) Customer shall become insolvent or shall make an assignment for the benefit of its creditors or there shall be filed by or against Customer any bankruptcy, receivership, reorganization, or other like proceeding under any present or future debtor relief law. Any termination of this Agreement shall be in addition to, and not in lieu of, any other rights or remedies available to any party at law or in equity, and all such rights and remedies shall be cumulative. Customer may terminate this Agreement if Claris materially breaches this Agreement and fails to cure such breach within thirty (30) days of receipt of Customer's written notice of breach. Customer shall remain liable for unpaid balances for Services provided prior to termination or expiration of this Agreement as applicable as well as service termination penalties equivalent to the balance of the remaining term for the applicable Services.

4. Disclaimer of Warranties. [Intentionally deleted.]

5. Confidentiality. For the purposes of this Agreement, "Confidential Information" means any software, documentation, and any information that the party disclosing the information (the "Discloser") conspicuously marks as "confidential." Confidential Information does not include information which: (a) is already known by Receiver at time of disclosure, (b) is or becomes, through no act or fault of Receiver, publicly known, (c) is received by Receiver from a third party not known to be a restriction on disclosure or use, (d) is independently developed by Receiver without reference to Discloser's Confidential Information, or (e) is required to be disclosed by a court or governmental agency, but only to the extent necessary to comply with such requirement, provided that (i) Receiver shall provide prompt notice of such requirement to the Discloser, if allowed by law, so the Discloser may seek an appropriate protective order or other appropriate remedy and (ii) Receiver shall maintain the confidentiality of the information affected by such requirement to the greatest extent possible. Receiver shall hold the Discloser's Confidential Information in strict confidence and shall not disclose Discloser's Confidential Information to third parties nor use Discloser's Confidential Information for any purpose other than as permitted by this Agreement. Upon the expiration or termination of this Agreement, the parties shall immediately return to each other or destroy all materials and all Confidential Information belonging to the other party.

6. Limitation of Liability. In no event shall Claris' officers, directors, employees, or representatives be liable to Client or any other party for any special, indirect, reliance, incidental or consequential damages of any kind, lost profits,



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lost revenue, lost or damaged data, loss of connectivity to the Internet, business interruptions, or loss of goodwill, whether arising in contract, tort (including negligence) or otherwise even if Claris has been notified of the likelihood of such damages occurring. Claris' maximum liability to Client for any cause whatsoever, regardless of the form of action, including, without limitation, whether in contract, tort or negligence, shall in no event exceed \$50,000. The foregoing limitation of liability shall be on a cumulative basis and not per incident, but does not include Claris' indemnification obligations under paragraph 8 below.

7. No Assignment. See § 14(a) of Information Technology Services Agreement.

8. Indemnification. Each of the parties hereto shall have the obligation and right to defend any claim, action, suit or proceeding brought against the other party (the "Indemnified Party") so far as it is based on a claim that any services supplied by the first party (the "Indemnifying Party") under this Agreement infringes a third party United States copyright or patent ("IPR") (such claim, action, suit or proceeding, an "IPR Claim"). The Indemnifying Party shall indemnify the Indemnified Party against any final judgment entered in respect of such an IPR Claim by a court of competent jurisdiction and against any settlements arising out of such IPR Claim. The Indemnifying Party's obligation to defend or indemnify the IPR Claim is conditional upon: (a) the Indemnified Party notifying the Indemnifying Party promptly in writing of the IPR Claim or threat thereof; (b) the Indemnified Party giving the Indemnifying Party full and exclusive authority for the conduct of the defense and settlement of the IPR Claim and any subsequent appeal; and (c) the Indemnified Party giving the Indemnifying Party all information and assistance reasonably requested by the Indemnifying Party in connection with the conduct of the defense and settlement of the IPR Claim and any subsequent appeal. THIS SECTION STATES THE ENTIRE OBLIGATION OF THE INDEMNIFYING PARTY, AND THE EXCLUSIVE REMEDY OF THE INDEMNIFIED PARTY, IN RESPECT OF ANY INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OR PROPRIETARY RIGHTS BY THE INDEMNIFYING PARTY. THIS INDEMNITY OBLIGATION OF THE INDEMNIFYING PARTY, AND REMEDY ARE GIVEN TO THE INDEMNIFIED PARTY SOLELY FOR ITS BENEFIT AND IN LIEU OF, AND THE INDEMNIFYING PARTY DISCLAIMS, ALL EXPRESS OR IMPLIED, WRITTEN OR UNWRITTEN WARRANTIES, CONDITIONS AND OTHER TERMS OF NON-INFRINGEMENT WITH RESPECT TO ANY PROPERTY OF THE INDEMNIFYING PARTY.

9. Force Majeure. Except with respect to payment obligations, neither party shall be in default by reason of any failure in performance of this Agreement if such failure arises, directly or indirectly, out of causes reasonably beyond the direct control or foreseeability of such party, including but not limited to, acts of God or of the public enemy, terrorism, hacking or denial of service events, U.S. or foreign governmental acts in either a sovereign or contractual capacity, labor, fire, flood, epidemic, restrictions, strikes, and/or freight embargoes. If any force majeure event(s) results in a delay in Claris' performance of more than ten (10) business days, Claris may immediately terminate this Agreement.

10. Equitable Remedies. [Intentionally deleted.]

11. No Waiver; Severability; Headings. Any failure by either party to detect, protest, or remedy any breach of this Agreement shall not constitute a waiver or impairment of any such term or condition, or the right of such party at any time to avail itself of such remedies as it may have for any breach or breaches of such term or condition. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect. Headings used in this Agreement are for convenience only and shall not be considered in construing or interpreting this Agreement.

12. Notices. See § 13 of the Information Technology Services Agreement.

13. Governing Law/Venue/Enforcement. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Tennessee, United States of America without giving effect to its conflict of laws. Any and all claims arising from this Agreement shall be brought either in the state and federal courts of Tennessee located in Knox County. Both parties to this Agreement consent to the jurisdiction of such courts. The prevailing party in any litigation related to this Agreement shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees and costs in connection with enforcing any provision of this Agreement.

14. Miscellaneous. [Intentionally deleted.]

Article II: General Service Requirements and Restrictions

1. Pre-installation Assessment. [Intentionally deleted.]

2. Additions to Services. Customer may expand or contract the use of Services. The Minimum Usage Guarantee ("MUG") defines the lower limit of monthly charges. Claris will audit use of Services at least quarterly and adjust billing for any and all items as needed without additional consent of Customer. Claris will consider the addition, subtraction of users, licenses, software, disk space or any other services a change and adjust the bill on a prorated basis as needed. Any



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user that is active at any point during a given month shall be considered an active user for that month.

3. Site Infrastructure Requirements and Restrictions. Customer must provide a physical location to place equipment which must include either a minimum 36" swing mount rack or a sheet of 4' x 4' plywood mounted on the wall. Customer must also provide, or Claris can provide for a fixed price, a minimum 100MB 24 Port managed network switch. The equipment room must be adequately cooled, provide adequate and clean power, and be located inside of the physical premises of Customer's site. Laptops and desktop computers must meet the following minimum requirements. If any of these requirements are not met, Claris reserves the right to charge Customer hourly for any services performed in conjunction with each computer and end user.

- Intel Dual Core Processor or newer
- 2 GB of RAM
- 60GB Hard Drive
- Current Warranty with Manufacturer
- Current Microsoft Windows Operating Systems

4. Core Network Support. In addition to supporting the Town's core network, this agreement includes support facilitation for any approved 3rd party applications such as Acucorp, Arcgis, Incode, Laser Fiche, and Report Writer Designer so long as these applications have a valid warranty with the software manufacturer. Facilitation means Claris will work remotely with the software manufacturer to facilitate access to the machine or systems and assist as needed and where feasible with a resolution. Core Network Support DOES NOT include end user training, instruction or actual application support such as how an application functions, behaves and should work.

5. Unlimited Remote or Onsite End-User Desktop Support. If Customer chooses unlimited end-user support, all onsite or remote support and set up of new PC's shall be included in the monthly fee, except for: (a) application specific support, (b) changes to physical locations (i.e. office moves, adding facilities, etc.), (c) circumstances that require Claris to make significant moves, adds or changes to core infrastructure components, such as where Customer moves its offices or requires a wholesale relocation of user stations, (d) accelerated support will always be addressed via remote support, onsite support may be provided after remote support has been satisfied, and (e) desktop support shall be focused on core applications that support business functions only.

6. Restrictions on Printers. Claris can support HP, Dell and Lexmark Laser printers ONLY. In all cases Customer MUST have an active and valid warranty with the manufacturer, and preferably a service contract with a local printer service vendor. Customer has _____ printers numbering _____ that Claris cannot support.

7. Connectivity Requirements and Restrictions. Customer meets connectivity requirements of Claris' infrastructure.

8. Site Manager & Antivirus Restrictions. Claris provides a 3rd party management agent and Anti-Virus solution as part of SecureCare and SecureCloud. Claris does not guarantee the accuracy of the solution nor does Claris guarantee that Customer will be free from a virus, spyware, malware or other security breaches. No other anti-virus, anti-spyware or anti-malware software may be loaded. Doing so will result in additional services and fees to eradicate and reinstall. Current Microsoft Windows patch management will be performed by Claris on a pre-determined schedule. Claris does not guarantee that any and every patch will improve the system and/or be free from technical problems. Any services required to restore services due to a failure related to a third party application will be billed at standard hourly rates. Customer has established connectivity to Claris infrastructure.

9. Exchange Email Restrictions. Exchange users are initially restricted to 2GB mailbox limits and 50MB email size transfers. Customers may ONLY utilize, and Claris only supports, Outlook 2007 and higher, Entourage (may have limited functionality) or Webmail. IMAP and POP3 are not supported protocols. Windows mobile sync is available as part of the solution. Research in Motion ("RIM") Blackberry Enterprise services are not included and require additional costs. Claris' SpamSoap anti-spam solution is included and will provide anti-spam technology. SpamSoap continuity and disaster recovery for email can be added for an additional fee. Backups of Claris' Exchange services are designed to protect against complete server failure and should not be expected to restore or recover individual emails, contacts, tasks, calendar etc. (Please note: All users of non-dedicated hosted Microsoft Exchange will be required to authenticate with Microsoft Exchange when opening Microsoft Outlook. Claris recommends that any Customers with more than one-hundred employees or that utilize plug-ins to Microsoft Exchange consider upgrading to a dedicated Microsoft Exchange environment.)

10. RIM Blackberry Enterprise Server Restrictions. [Intentionally deleted.]

11. Definition of Users. For the purposes of defining the number of users, Claris uses the greater of the users and/or actual computers supported. By example, if there are 25 computers but 35 users, Claris uses the number of users not computers.

12. Backup, Restore and Disaster Recovery Restrictions. Managed Data Backups and IT Continuity include daily backups of Customer data provided under SecureCloud. Any backups of on premise Customer owned systems are outside the scope of Claris' Services and are the sole responsibility of the Customer and Claris disclaims any and all liability



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regarding the backups of Customer owned servers.

13. Backup Retention. As noted on the Quote, Claris will provide thirty (30) days of backup retention for \$399.99 per month. If this is cancelled, then seven (7) days backup retention is provided for the basic monthly fee. Unless otherwise stated herein, Claris provides seven (7) days of backup retention per Customer. This includes no more than one (1) full backup and six (6) incremental backups. Customer may purchase additional retention of data of: sixty (60) day retention.

14. Storage Management. Storage provided via SecureCloud at Claris' data center is pooled across the servers provided. The final determination of storage per server is done through the pre-installation assessment. Existing storage may be re-allocated across existing systems as needed no more than four (4) times per year. Storage for Claris provided onsite servers will vary based on the role of said server. Claris does not guarantee provisioned storage of onsite servers will be adequate for every customer's growth needs. Customer may incur additional charges if storage requirements outpace storage provided in onsite hardware.

15. Onsite Server Restrictions. The primary onsite server provided to Customer is only for Microsoft Windows services and file sharing. NO 3rd party applications may be installed on this server unless approved by Claris, at Claris' sole discretion. It is recommended that all 3rd Party applications be deployed on an additional Onsite Standard Server or Onsite Specialized Appliance Server. Should Customer require an ADDITIONAL Onsite Standard Server or Specialized Appliance Server, Customer may be required to purchase OFFSITE backups via SecureData, which will also be subject to additional fees. Claris reserves the right to decline any software application proposed to run on any system, including the onsite systems.

16. Additional Onsite Standard or Specialized Server Restrictions. All onsite servers provided by Claris to Customer are subject to 3rd party warranty. Any 3rd party server provided onsite to Customer must be kept in a server room with adequate temperature control (between 59 and 72 degrees Fahrenheit) and power. Claris reserves the right to charge Customer additional service fees for direct damages to Claris provided hardware and software if the minimum cooling requirements are not met. All Additional Onsite Standard and Specialized Servers must be backed up utilizing SecureData Offsite.

Article III: Service Restrictions for SecureCloud

1. Service Level Agreement Restrictions. All onsite servers deployed as a part of SecureCloud are not subject to Service Levels.

2. Microsoft Licensing Overview and Related Restrictions. For all Microsoft Licensing restrictions please reference: <http://www.microsoft.com/licensing/spur/products.aspx>. Customer shall have access to the latest version of any Microsoft licensing provided under this Agreement. Claris shall not be responsible for Customer's misuse of any Microsoft product or license. Customer's misuse or misrepresentation of Claris' licensing shall be a breach of this Agreement. Misuse or misrepresentation may include but is not limited to: (a) installing Claris' provided licensing to equipment not covered under SecureCloud, (b) misrepresenting or not reporting additional users or Customer personnel, or (c) contractor or partner installing licensing keys without written consent of Claris.

3. Terminal Server Restrictions. Although this section does not apply to this contract, a Microsoft Terminal Server ("Terminal Server") may be provided subject to the following restriction: Microsoft Office, Microsoft Project and Microsoft Visio licensing is only for the Terminal Server. Any 3rd party software applications must be approved by Claris and must have a valid and active support contract with the manufacturer. Claris will only support HP Laser Printers via terminal services and highly recommends the installation of TriCerat's Screwdrivers solution for Terminal Server printing (<http://www.tricerat.com/screwdrivers>). PDF printing from within terminal services will be handled by the Microsoft Office application's native PDF print drive. If the particular application does not support PDF creation natively, Customer is responsible for purchasing Adobe PDF Creator for each user on the Terminal Server.

4. SSL Certificates, Site to Site Virtual Private Network and SSL-VPN Remote Access Restrictions. Claris provides four (4) SSL certificates as a part of SecureCloud. These are to be used only for: Microsoft Outlook Web Access and Microsoft Exchange Windows Sync for Windows mobile phones, RPC over HTTPS for Outlook to Exchange, Encrypted Terminal services access in TS2008, and for the SSL-VPN appliance. Additional certificates are available as needed for a flat fee. SSL-VPN remote access provides customers with a clientless means of connecting to the network. This is initially limited to ten (10) concurrent users and is integrated with the Windows domain. Layer2 VPN and direct terminal services access are the only two components provided in this solution. Site to Site VPN configuration and support is included in the setup of SecureCloud but is limited to (2) hours. The SSL Certificates provided by Claris are sufficient for the needs of Customer.

5. System Performance Restrictions. SecureCloud is delivered as a 'best effort' service. Claris shall review system performance to determine the necessary resources. In the event that the systems in question need additional resources,



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Clariss shall increase resources to reach adequate services levels.

6. Travel and Expenses. [Intentionally deleted.]

7. Availability Goal. As provided in Article IX below, Clariss availability goal is 99.9% uptime and is measured in a 365 day/year calendar. In the event that SecureCloud should not meet that uptime goal, please contact support and we will strive to resolve the issue. If the issue was due to Clariss' error, Customer credits shall be remedied per the terms of the "Service Level Credits" section below. Maintenance windows, both scheduled and emergency, are not included in the availability goal and do not impact the remediation or service level agreement.

8. Archiving Service Restrictions. Archiving Services are provided based on the schedule purchased. Archived data shall be provided to Customer in a format recoverable to common virtual platforms. All data shall be written to Customer provided hardware, including USB devices with adequate storage. Should Customer not provide adequate hardware, Customer recognizes that archiving cannot be completed.

9. Disclaimer. Clariss may depend on any number of third party carriers (ATT, Paetec, Verizon, Global Crossing, and others). Clariss does not ensure our maintenance windows and theirs are always congruent;. Clariss also cannot control force majeure events. All such events are exempt from Clariss' service level obligations. In the event that Clariss can file a claim with a third party and be compensated for these failures, Clariss will proportionally credit the Customer for the downtime experience. Downtime may be defined in several ways, but for the purposes of SecureCloud and specifically these applicable service levels, Clariss defines downtime as when a Customer is unable to connect either to our core router, our core firewall or to the internet, and this situation is due to a failure by a Clariss owned and managed component.

10. Upgrades to SecureCloud Systems and Software. All licensing provided under SecureCloud allows Customer to access the latest versions from Microsoft. Any Customer initiated upgrades in software provided under SecureCloud shall be billed at \$150 per hour.

Article IV: Service Restrictions for SecureData

1. Site Infrastructure Requirements and Restrictions for SecureData. Customer shall provide Clariss access to Customer's servers so that SecureData can be loaded and data containers can be inspected for remote backup software to be properly setup. Customer's servers must be running Microsoft Server 2003 or better for SecureData. Any other operating systems must be approved by Clariss in writing. The server operating system should be patched and have anti-virus software installed. If any of these requirements are not met, Clariss reserves the right to charge Customer hourly for any services performed in conjunction with each computer and end user.

2. Helpdesk Support Restrictions for SecureData. SecureData support is strictly remote support. Hardware support is limited to a Clariss-owned equipment. Business Standard Support is included in SecureData for no additional fee.

- Business Standard Support. Support calls will automatically notify our Helpdesk during normal operating hours of 7AM – 7PM Eastern Time, Monday through Friday excluding holidays.

- Business Extended Support. Although this level of support does not currently apply under this contract, under it support calls will automatically notify our Helpdesk during normal operating hours of 7AM – 7PM Eastern Time, Monday through Friday excluding holidays. Outside of normal business hours, weekends and holidays Clariss maintains a support escalation procedure for notification and management. Support DOES NOT include end user training, instruction or actual application support such as how an application works, should be prepared or optimized for backups.

3. Data Restoration Restrictions for SecureData. SecureData restoration is limited to the files, databases and other digital information that is a part of the ("Data") covered under SecureData. Restoration will allow Customer access to the data to restore. The restoration process can be initiated utilizing a web interface or calling into Clariss' customer care. Clariss assisted restoration is limited to one (1) time per month. Additional Clariss assisted restoration will be billed hourly. Customer managed restoration is unlimited. Clariss will bill Customer hourly to copy data to a removable hard drive provided by Clariss should Customer request access to more resources. This drive can be shipped or driven to Customer premise. All costs including, without limitation, travel, time and materials associated with getting customer information to Customer's site is at the sole expense of the Customer. If Customer and Clariss mutually agree that a certain file, folder, database or any other portion of electronic data needs to be restored company can elect to restore data for the Customer by several methods including but not limited to electronic download, removable storage shipping or in-person delivery. Clariss' restoration services are limited to providing the data to Customer. Clariss neither guarantees nor warranties the integrity of said data but will make commercially reasonable efforts to store and provide said data to Customer. Clariss will provide commercially reasonable efforts to restore said data in its entirety and in a timely manner. Any hardware or services required to restore the data to Customer hardware is outside the scope of this Agreement and will be billed at \$99/hour plus the cost of the hardware. Clariss shall not be liable for the integrity, restoration time, or restore process of this data. Clariss will make commercially reasonable efforts to have this data to Customer within twenty-four (24) hours but



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cannot guarantee this time frame.

4. Replication and Reservation Restrictions. Replication and reservation services can be performed at a hardware and/or software level, depending upon the Customer infrastructure. Only hardware and software approved by the Company shall be used to provide replication or reservation services. It is the Company's sole discretion to determine if hardware and software are fit for use. All servers provided by Company are delivered in a passive, non-active state. This means customer shall not have access to the servers or storage. This service is designed to be a disaster only service that shall be activated by the Customer in writing. All services required to move reservation servers to an active state shall be billed at \$150 per hour. Any time or labor associated with moving, configuring and testing the replication or reservation services shall be billed at \$150 per hour. The goal for restoration time in the event of a disaster is 24-48 hours and is not guaranteed due to varied degrees of customer data storage sizes, third party application vendors and software limitations and restrictions. Should Customer require a copy of replicated data Customer shall provide media and transportation to Company.

5. Passive to Active Restrictions. Customer will be billed monthly at \$499 per server for any and all servers moved to an active status. Customer acknowledges and agrees that the service level experience in a disaster active status may be lower than they experience in their production environment.

Article V: Service Restrictions for SecureColo

[Intentionally Deleted.] This service is not part of this contract.

Article VI: Service Restrictions for SecureConnect/SecureEdge

SecureConnect is not part of the services provided currently under this contract.

1. SecureConnect/SecureEdge Restrictions. Claris installation and setup services ONLY include (a) the provisioning of the circuit by the local carrier, (b) the provision, configuration and delivery of the network equipment (Firewall/Router) onsite and (c) the termination of the equipment to the Customer LAN. Claris installation and setup DOES NOT include any internal Customer network configuration services including but not limited to: routing, VLAN's, servers, content filtering, etc. Claris installation and setup does not include the configuration, or facilitation of configuration, of non-managed site to site (LAN to LAN) VPN connections to SecureConnect location of core firewall. The setup fee does include the configuration of the core firewall and/or SecureConnect firewall for the VPN but NOT the configuration or coordination of a 3rd party end. Any services for communicating, coordinating or configuring a 3rd party device will be charged an hourly rate of \$150 per hour.

2. SecureConnect/SecureEdge Access to Systems. SecureConnect/SecureEdge is a managed service and solution that is delivered, managed and controlled by Claris. Customers are not granted access to the equipment deployed onsite at Customer locations or hosted centrally in Claris' data center(s) under any circumstances. All changes, moves, additions, questions and inquiries must be directed through Claris and are managed by Claris service associates.

Article VII: Service Restrictions for SecureHost/SecureASP

1. Helpdesk Support. SecureHost does not include helpdesk support. Customer may purchase support from Claris. Support services outside of this Agreement shall be billed at \$150 per hour.

2. Microsoft Licensing Overview and Related Restrictions. For all Microsoft Licensing restrictions please reference: <http://www.microsoft.com/licensing/spur/products.aspx>. Customer shall have access to the latest version of any Microsoft licensing provided under this Agreement. Claris shall not be responsible for Customer's misuse of any Microsoft product or license. Customer's misuse or misrepresentation of Claris' licensing shall be a breach of this Agreement. Misuse or misrepresentation may include but is not limited to: (a) installing Claris' provided licensing to equipment not covered under SecureCloud, (b) misrepresenting or not reporting additional users or Customer personnel, or (c) contractor or partner installing licensing keys without written consent of Claris.

3. Terminal Server Restrictions. A Microsoft Terminal Server ("Terminal Server") may be provided subject to the following restriction: Microsoft Office, Microsoft Project and Microsoft Visio licensing is only for the Terminal Server. Any 3rd party software applications must be approved by Claris and must have a valid and active support contract with the manufacturer. Claris will only support HP Laser Printers via terminal services and highly recommends the installation of TriCerat's Screwdrivers solution for Terminal Server printing (<http://www.tricerat.com/screwdrivers>). PDF printing from within terminal services will be handled by the Microsoft Office application's native PDF print drive. If the particular application does not support PDF creation natively, Customer is responsible for purchasing Adobe PDF Creator for each user on the Terminal Server.



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4. SSL Certificates, Site to Site Virtual Private Network and SSL-VPN Remote Access Restrictions. Claris may provide SSL certificate(s) as a part of SecureHost/SecureASP. These are to be used only for: Microsoft Outlook Web Access and Microsoft Exchange Windows Sync for Windows mobile phones, RPC over HTTPS for Outlook to Exchange, Encrypted Terminal services access in TS2008, and for the SSL-VPN appliance. Additional certificates are available as needed for a flat fee. SSL-VPN remote access may be provided to customer as a clientless means of connecting to the network. Layer2 VPN and direct terminal services access are the only two components provided in this solution. Site to Site VPN configuration and support is included in the setup of SecureHost but is limited to (2) hours.

5. System Performance Restrictions. SecureHost/SecureASP is delivered as a 'best effort' service. Claris shall review system performance to determine the necessary resources. In the event that the systems in question need additional resources, Claris shall increase resources to reach adequate services levels.

6. Availability Goal. Claris availability goal is 99.9% uptime and is measured in a 365 day/year calendar. In the event that SecureHost/SecureASP should not meet that uptime goal, please contact support and we will strive to resolve the issue. If the issue was due to Claris' error, Customer credits shall be remedied per the terms of the "Service Level Credits" section below. Maintenance windows, both scheduled and emergency, are not included in the availability goal and do not impact the remediation or service level agreement.

7. Archiving Service Restrictions. Archiving Services are provided based on the schedule purchased. Archived data shall be provided to Customer in a format recoverable to common virtual platforms. All data shall be written to Customer provided hardware, including USB devices with adequate storage. Should Customer not provide adequate hardware, Customer recognizes that archiving cannot be completed.

8. Disclaimer. Claris may depend on any number of third party carriers (ATT, Paetec, Verizon, Global Crossing, and others). Claris does not ensure our maintenance windows and theirs are always congruent. Claris also cannot control force majeure events. All such events are exempt from Claris' service level obligations. In the event that Claris can file a claim with a third party and be compensated for these failures, Claris will proportionally credit the Customer for the downtime experience. Downtime may be defined in several ways, but for the purposes of SecureHost/SecureASP and specifically these applicable service levels, Claris defines downtime as when a Customer is unable to connect either to our core router, our core firewall or to the internet, and this situation is due to a failure by a Claris owned and managed component.

9. Upgrades to SecureHost/SecureASP Systems and Software. All licensing provided under SecureHost/SecureASP allows Customer to access the latest versions from Microsoft. Any Customer initiated upgrades in software provided under SecureHost/SecureASP shall be billed at \$150 per hour.

Article VIII: Service Restrictions for SecureMessage

1. Service Restrictions for SecureMessage. SecureMessage is a hosted Microsoft Exchange and Microsoft Lync solution provided by Claris. As a hosted service certain specific restrictions may apply to the various Services, including:

- Installation of 3rd party applications that integrate directly with the Microsoft Exchange server
- Installation and use of fax servers such as but not limited to: RightFax, FaxPress, GFI FaxMaker
- Integration with Blackberry or Goodlink Messaging Servers
- SecureMessage requires Microsoft Windows XP Service Pack2 or Higher Microsoft Operating System
- SecureMessage Requires Microsoft Outlook2007 or newer for Email
- Setup fees DO NOT include the setup of end user personal computers, Microsoft Outlook software or any other client related functions.
- Claris will provide the Customer with the installation media and instructions for configuration and setup.
- Claris will provide installation, setup and configuration services for end user personal computers, Microsoft Outlook software or other client related functions at an hourly rate of \$150 per hour.
- Any special configurations, migrations, data exporting or importing is not included but can be purchased at an hourly rate of \$150 per hour.

Article IX: Service Level Agreement

1. The Service Level Agreement ("SLA") set forth in this Article IX shall apply to the Services set forth in Attachment B and Attachment C.

2. This SLA defines the commitment for acknowledgement and resolution of technical issues based on the support service option chosen.

3. Standard Options for Support Services. The following shall apply to all Claris support services under this SLA:

- Automatic critical alerts will notify operations during normal operating hours.



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- Inbound support calls, emails or portal requests will automatically notify operations during normal operating hours.
 - Response times vary according to type of event and severity. Please see schedules for each level of severity.
 - Normal business hours of operation from 7 a.m. to 7 p.m. EST, Monday through Friday, excluding holidays.
4. **Support Service Level Options.** Claris provides two (2) levels of support service. The support level chosen on Attachment C, Section C is Business Standard and shall determine the response times and support functions for each Service Level Severity Category listed below.
- **Business Standard Support.** Business Standard Support includes the following:
 - 12x5 technical support, Monday through Friday excluding holidays
 - Standard SLA services, including acknowledgement and resolution plan agreements
 - **Business Extended Support.** Business Extended Support includes the following:
 - 24x7 technical support
 - Critical alerts and inbound calls outside of normal business hours, weekends and holidays will be handled through our after-hours escalation procedures
 - NOTE: Email alerting, inbound email and portal requests not supported outside of normal business hours
 - Expanded SLA services, including acknowledgement and resolution plan agreements
5. **Service Level Severity Categories.** Claris shall provide maintenance and support services and shall respond to service requests and correct failures in accordance with the severity level reasonably assigned by Claris as follows:

SEVERITY: HIGH		
Description	High severity is ONLY when an entire organization is down, unavailable or otherwise unable to operate through this event. In this situation Claris dedicates as many resources as possible to evaluating and resolving the issue. High severity should only be used when an entire organization's ability to conduct business is down due to services provided by or supported by Claris. Examples would be: Phone system down, accounting server down, email server down, EMR/ERP line of business application system down. "Down" means that the ENTIRE organization is unable to utilize these services.	
Support Level	Business Standard	Business Extended
SLA Services	During normal business hours: • Thirty (30) minute acknowledgement – acknowledging, assigning the issue and notifying Customer of such • One (1) Hour resolution plan – reviewing and accepting the issue and notifying Customer of resolution plan after acknowledgement After normal business hours: no SLA services are available for Business Standard	During normal business hours: • Thirty (30) minute acknowledgement – acknowledging, assigning the issue and notifying Customer of such • One (1) Hour resolution plan – reviewing and accepting the issue and notifying Customer of resolution plan after acknowledgement After normal business hours: • Thirty (30) minute acknowledgement – acknowledging, assigning the issue and notifying Customer of such • Two (2) Hour resolution plan – reviewing and accepting the issue and notifying Customer of resolution plan after acknowledgement
SEVERITY: NORMAL		
Description	Normal severity issues are issues that are not affecting the entire organization or even one site, but instead may affect one or two people. These are issues that ARE NOT creating downtime for the end user or business, but are causing loss of overall productivity or constant frustration for the end user and the business. Moves, adds, and changes are also considered to be part of this category.	



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	Examples would include: One individual's computer crashes daily, Outlook is running slow for two users, unable to access websites that are used for business.	
Support Level	Business Standard	Business Extended
SLA Services	During normal business hours: - Two (2) hour acknowledgement – acknowledging and assigning the issue - Four (4) hour response – reviewing and accepting the issue and notifying Customer After normal business hours: no SLA is available for Business Standard	During normal business hours: - Two (2) hour acknowledgement – acknowledging and assigning the issue - Four (4) hour response – reviewing and accepting the issue and notifying Customer After normal business hours no SLA is available for Business Extended
SEVERITY: LOW		
Description	Low severity issues are standard requests for service such as the setup of a new user, request for a new computer, a request that can be addressed the next time someone is onsite, etc. Generally low priority issues are not affecting service in any way and are simple requests.	
Support Level	Business Standard	Business Extended
SLA Services	During normal business hours: - Same day acknowledgement – acknowledging and assigning the issue - Next day response – reviewing and accepting the issue and notifying Customer After normal business hours no SLA is available for Business Standard	During normal business hours: - Same day acknowledgement – acknowledging and assigning the issue - Next day response – reviewing and accepting the issue and notifying Customer After normal business hours no SLA is available for Business Extended

6. **Software Updates and Maintenance.** In the normal course of operations, updates and changes must be made to the infrastructure for the purposes of growth, capacity planning, performance and security. As a result, some updates will cause a temporary interruption in Services. Claris shall give commercially reasonable efforts to inform the Customer in advance in these situations. In addition, upgrades known to cause a device to reboot will be scheduled during a maintenance window outside of normal business hours. Normal maintenance windows are scheduled for every Saturday night starting at 11:00 p.m. EST and ending at 3:00 a.m. EST. These are left open weekly for emergency services. Two windows are exercised monthly on the 1st and 3rd Saturday of the month. The 1st Saturday is reserved for patch management procedures and the 3rd Saturday is reserved for upgrades, installations, changes, and testing. These windows are NOT utilized every month, but the expectation should remain that they will be. In certain emergency situations the maintenance window may be moved up to another day at the sole discretion of Claris.

7. **Patch Management Schedule.** Patch management for all mainstream supported versions of Microsoft Software supported by Claris will be performed on a pre-determined schedule by Claris. Patches will be applied NO earlier than two (2) weeks after release by Microsoft. Service Packs, Internet Explorer, SQL Server and .NET updates will include a pre-notification to the Customer one (1) week prior to planned update. Customer will have the option to "decline" the patch to certain or all systems for these items. Patches for these items will NOT be applied earlier than one (1) month after release by Microsoft. Updates, Service Packs and Patches for Microsoft Office are ONLY eligible for Office 2003 and higher. Updates to desktops will normally be done during business hours while servers and applications will be done after business hours. All personal computers will be set to automatically reboot at 2:00AM ET after the updates, service packs and/or patches are applied. Any systems not on the network or not connected in a timely fashion will be skipped and are not the responsibility of Claris. Please NOTE:

- The initial updates will require that all personal computers be left on and available for at least one weekend, possibly two to complete.
- Claris DOES NOT provide patch management support for any software outside of the supported Microsoft products supported or provided in Service(s).



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8. Service Level Credits. If during the course of providing the Service(s), Claris fails to meet the Support Level requirements as defined herein more than three (3) times in a six (6) month period Claris shall credit the Customer an equivalent of one (1) day's fees for the Service(s) for each failure within such six (6) month period. The provision of Service Level Credits under this SLA shall be Customer's sole and exclusive remedy with respect to the failure by Claris to meet its obligations under this SLA. Claris shall calculate any amount that Customer is entitled to receive as Service Level Credits upon notice by Customer of a service level default. Claris shall credit all Service Level Credits towards the next invoice for the Services.

9. Disclaimer. Claris may depend on any number of third party carriers (ATT, Paetec, Verizon, Global Crossing, and others). Claris does not ensure our maintenance windows and theirs are always congruent. Claris also cannot control software problems, bugs in software or force majeure events. All such events are exempt from Claris' obligations under this SLA. In the event that Claris can file a claim with a third party and be compensated for these failures, Claris will proportionally credit the Customer for the downtime experience. "Downtime" is defined under this SLA as when Customer is unable to access a Claris provided and/or hosted service due to a failure by a Claris owned and managed component.



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SecureCloud

Town of Farragut: SecureCloud Proposal - 36 Month Term

Quotation For:		Quote Information:	
Name:	Gary Palmer	Date Created:	06/27/2012
Company:	The Town of Farragut	Date Expires:	07/11/2012
Phone # / Fax#	8653662938	Proposal Revision:	1
Email Address:	gpalmer@townoffarragut.org	Clarix Representative	Chuck Spicka

Standard Service Components	Price	Qty	Ext Price
SecureCloud, per User	\$109.00	50	\$5,450.00
- Active Directory User Account - Microsoft Windows - Microsoft Exchange Email & Spam Filtering (10GB mailbox per user)			
Global Services Also Included			
- File and Print Sharing - Scheduled Nightly Backups 200GB Total Storage 10MB of Internet in the cloud - Five Virtual Servers, each with one 2GHZ processor and 4GB of RAM - Up to 1GB of basic web site hosting - Anti-virus, Patch Management and Inventory - Dedicated Account Team - Scheduled meetings with a Technical Account Manager - Monitoring and Maintenance of Servers - Unlimited Core Network Support - SSL-VPN for 10 Concurrent Users - On-site Managed Firewall - On-site Server for Domain Control, File and Print			
Sub-total Price/Month			\$5,450.00
Support Options			
Business Extended Support, 24x7x365	\$199.00		\$0.00
Unlimited Remote or Onsite Desktop Support, per User	\$39.00	50	\$1,950.00
Total Support Options			\$1,950.00



SecureCloud

Add the Following Components

Additional Components	Price	Qty	Ext Price
Software			
StreamlineIT User License	\$79.00		\$0.00
Dedicated Exchange Server, per User	\$4.00	50	\$200.00
SpamSoap Email Continuity & Archiving, per User (Dedicated Exchange Required)	\$10.00	50	\$500.00
Additional Exchange User and Spam Filtering	\$12.00		\$0.00
MS Terminal Server, per User	\$10.00	50	\$600.00
Citrix XenApp, per User	\$19.00		\$0.00
SharePoint Standard, per User	\$8.00		\$0.00
SharePoint Enterprise, per User	\$12.00		\$0.00
MS SQL Server, per Processor	\$449.00		\$0.00
MS SQL Server Standard, per User	\$15.00	50	\$750.00
MS Office Standard, per User	\$15.00		\$0.00
MS Office Professional, per User	\$19.00	50	\$950.00
Upgrade Backup Retention Schedule			
14 Day Backup Retention	\$199.00		\$0.00
30 Day Backup Retention	\$399.00	1	\$399.00
60 Day Backup Retention	\$599.00		\$0.00
Archiving Services			
Weekly Archiving	\$799.00		\$0.00
Monthly Archiving	\$399.00	1	\$399.00
Quarterly Archiving	\$169.00		\$0.00
Yearly Archiving	\$99.00		\$0.00
Subtotal Software			\$3,698.00



SecureCloud

Service	Price	Qty	Ext Price
Additional Services			
Upgrade Local Server to Multi-use	\$199.00		\$0.00
Local Standard Server	\$249.00	1	\$249.00
Local Onsite Appliance Server (must also include offsite backup)	\$399.00	1	\$399.00
Offsite Backup for Appliance Server, per 500GB	\$149.00	0	\$0.00
Desktop Only Management (Anti-Virus, Management Agent, Windows SAL)	\$15.00		\$0.00
Standard Managed Firewall	\$149.00	1	\$149.00
Advanced Managed Firewall	\$399.00		\$0.00
1MB Managed Internet	\$99.00		\$0.00
10 Concurrent SSL VPN Users	\$99.00	1	\$99.00
SecureConnect MetroEthernet 10MB Ethernet, 10MB Internet	\$1,049.00		\$0.00
SecureConnect MetroEthernet 100MB Ethernet, 10MB Internet	\$2,049.00		\$0.00
EPB - 30MB Ethernet VLAN, 10MB Internet	\$299.00		\$0.00
AVPN MPLS Connection, per MB	\$0.00		\$0.00
100GB Primary Storage and Backup	\$99.00	20	\$1,980.00
100GB Secondary Storage and Backup	\$49.00		\$0.00
Additional Virtual Server, 2GB RAM, 2GHZ Processor (no storage)	\$150.00		\$0.00
Additional 2GHZ Virtual Processor	\$49.00		\$0.00
Additional Virtual Memory, per GB	\$19.00		\$0.00
1GB 48 Port Switch, Non-PoE	\$39.00		\$0.00
1GB 48 Port Switch, PoE	\$69.00		\$0.00
Managed Wireless Access Point	\$29.00		\$0.00
SecureData Bundled Storage Up to 3 Windows Servers; 1TB Local / 500GB Offsite Storage	\$199.00	1	\$199.00
Subtotal Additional Services			\$3,075.00
Trade-In Credit / Discount			
Customer Discount on SecureCloud	(\$6,785.24)	1	(\$6,785.24)
Total Monthly Fee - Before Tax			\$7,387.76
Total Monthly Fee with optional ACH Payment Discount - Before Tax			\$7,240.00
Minimum Usage Guarantee (MUG - This is how much your minimum will be for contract term)			\$5,540.82
Total Setup Fees - Before Tax (Set up paid before work begins)			\$6,442.00

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: David Smoak, Town Administrator

SUBJECT: Ordinance 12-18, second reading of an ordinance amending Town Code Title 20, Miscellaneous and creating Chapter 3, Community Health Council

INTRODUCTION: The purpose of this agenda item is to approve Ordinance 12-18, to amend the Town Code Title 20, Miscellaneous and create a new Chapter 3 titled "Community Health Council".

DISCUSSION: The Knox County health department has been working on a community health project called Together Healthy Knox since 2010. The goal of the project is to increase the overall health and well-being of the communities in Knox County, the City of Knoxville and the Town of Farragut. The purpose of this ordinance is to establish a Community Health Council, which will be charged with evaluating the performance of the health system, establish strategic objectives for improving health and act as an advisory body to each of the governmental entities in Knox County.

The Council will be comprised of no more than 21 members, with the Mayors of Knox County, Knoxville and Farragut each receiving one appointment and the Board of Aldermen also allowed one appointment. Staff support for the Council will be provided by the Knox County Health Department.

RECOMMENDATION BY: Town Administrator David Smoak for approval.

PROPOSED MOTION: To approve Ordinance 12-18 on second and final reading, amending Town Code Title 20, Miscellaneous and creating Chapter 3, Community Health Council.

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	_____	_____	_____	_____	_____

ORDINANCE:	12-18
PREPARED BY:	Smoak
1ST READING:	_____
2ND READING:	_____
PUBLISHED IN:	_____
DATE:	_____

WHEREAS, The Town of Farragut values the health and well-being of its residents; and

WHEREAS, health encompasses physical, mental, spiritual and social wellness; and

WHEREAS, local government has a proper role to ensure access of all citizens to the opportunity to be healthy; and

WHEREAS, in 2010 the Knox County Health Department convened a broad cross-section of community partners to engage in a process for community health improvement under the name Together! Healthy Knox (T!HK); and

WHEREAS, Town of Farragut, Knox County, the City of Knoxville and members of the present T!HK Leadership Team wish to align their community health improvement work.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF FARRAGUT AS FOLLOWS:

SECTION 1. The Code of Town of Farragut, Tennessee, Title 20 is amended by creating Chapter 3, "Community Health Council" to read as follows:

Sec. 20-301. Health Council established; purposes.

There is hereby established a Community Health Council to:

- (1) Support and steer a health improvement process in the Town of Farragut, including the City of Knoxville and Knox County, with facilitation and support from the Knox County Health Department.
- (2) Assess and evaluate health, the perception of health, the performance of the local public health system, and future conditions relating to health in the Town of Farragut, Knox County, and the City of Knoxville.
- (3) Establish strategic objectives for improving health in the Town of Farragut, Knox County, and the City of Knoxville.
- (4) Promulgate goals and objectives for the local public health system in Knox County, the City of Knoxville and the Town of Farragut in the form of an action plan every three years.
- (5) Communicate assessment results and action plans to community partners, the public, and the organizations and agencies of the local public health system.
- (6) Act as a forum for discussion and coordination of community-wide efforts to improve health outcomes and local public health system function in the Town of Farragut, Knox County, and the City of Knoxville.
- (7) Act as an advisory body to elected and appointed officials in the Town of Farragut, Knox County, and the City of Knoxville in matters of health.

Sec. 20-302. Composition; terms of office; staff support.

- (a) The total membership of the Community Health Council shall not exceed twenty-one (21) members, including six (6) appointed and one (1) permanent member as follows: one (1) member appointed by the Knox County Mayor; one (1) member appointed by the County Commission; one (1) member appointed by the City Mayor; one (1) member appointed by the City Council; one (1) member appointed by the Town of Farragut Mayor; one (1) member appointed by the Town of Farragut Board of Alderman; and the Director of the Knox County Health Department or his/her designee.
- (b) The members of the Community Health Council shall serve staggered three (3) year terms.
- (c) The Community Health Council shall adopt bylaws reflecting an inclusive process for the selection and appointment of additional members to result in a diverse membership, and to provide detail concerning specific council structures, functions, and terms of office.
- (d) Staff support for the Community Health Council will be supplied through the Knox County Health Department.

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 12-19, ordinance on 1st reading to amend the Farragut Zoning Ordinance, Chapter 4. General Provisions and Exceptions, by adding Section XXIX. Grand Opening Special Events Permit

INTRODUCTION: During the past year the Town has updated the Special Events Permit requirements, has created a new Group Based Outdoor Sales Permit, and updated the Celebratory Gatherings, Concerts, Parades, Races, Demonstrations, Public Assemblies, Block Parties and Picketing ordinance. The Farragut Business Alliance (FBA) and the business community have participated in each of these ordinance updates.

Since the adoption of these ordinances, business owners have come to the FBA regarding the need for a separate ordinance for Grand Openings. The staff and FBA hosted a public meeting on October 11, 2012, to garner input from businesses regarding this new ordinance.

DISCUSSION: When a new business opens, they often rely on extra signage to get the message out that they are here and open for business. Through the Special Events Permit process, businesses are eligible for four (4) Special Events per year. A 20 square foot sign can be posted as part of each Special Event. The intent behind the signs used for Special Events is that they can be used repeatedly and that they can help brand the Shop Farragut program. Such signs, however, do not convey that the business is new and is now open.

Although the Costco's, JC Penney's, and the like make a big splash in the news when they open, the bulk of our new businesses are smaller, locally owned enterprises. Such new businesses find it financially straining to purchase a Grand Opening sign which can only be used once.

Following is a summary of the parameters of the new Grand Opening Special Events Permit ordinance:

- Town would purchase "Grand Opening" signs
- Applicant would pay a deposit to use one of the Town's "Grand Opening" signs (refundable if no damage to the sign)
- Signs would be dark blue with white letters
- The corner of the sign (approximately 15% of sign area) would be blank with clear Velcro. Users could personalize the sign with additional information that could be added in that corner

- The Grand Opening signs would be a minimum ten millimeter (10mm) corrugated plastic, affixed to studded T-posts, and affixed in such a manner that they would not move in the wind.
- Sign Size – 32 square feet
- Maximum posted/mounted sign height of six (6) feet
- Signs shall be set back a minimum of twenty (20) feet from the 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.
- 20 day maximum for posting grand opening sign [If the 20 day time frame is exceeded, the business would lose their deposit and lose a Special Event permit for the calendar year]
- Sign could not be posted until the business is actually open
- One “Grand Opening” sign per each street on which the lot, parcel, or tract fronts. When more than one “Grand Opening” sign is permitted, such signs shall be a minimum of one hundred fifty (150) feet apart
- In addition to the “Grand Opening” sign, the business could also have the 20 square feet special event sign. This sign would be owned by the business and they could use it in the future.
- The Grand Opening would not count toward their 4 Special Events

We all know that good customer service, not large signs, is the key to success for any business. Our goal with this ordinance, however, is to help give new businesses some additional publicity so that they have greater opportunity to showcase their business and customer service, which in turn will bring back repeat customers.

Attached please find a copy of Ordinance 12-19.

PROFESSIONAL RECOMMENDATION: Community Development Director, Ruth Hawk, recommends approval of Ordinance 12-19.

PLANNING COMMISSION RECOMMENDATION: On December 20, 2012, in a unanimous vote, the Farragut Municipal Planning Commission recommended approval of Ordinance 12-19.

PROPOSED MOTION: To approve Ordinance 12-19 as attached.

BOARD ACTION:

MOTION BY: _____ **SECONDED**

BY: _____

ORDINANCE:	12-19
PREPARED BY:	Hawk
REQUESTED BY:	Staff
CERTIFIED BY FMPC:	December 20, 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. BY ADDING SECTION XXIX. GRAND OPENING SPECIAL EVENTS PERMIT, TO ESTABLISH REQUIREMENTS FOR GRAND OPENING SPECIAL EVENTS, 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. General Provisions and Exceptions, is amended by adding the following:

XXIX. GRAND OPENING SPECIAL EVENTS PERMIT

It is the intent of this section to establish the permitting process and the requirements for grand opening special events held by commercial entities within the Town of Farragut. The purpose of this grand opening special events permit is to help give new businesses additional publicity so that they have greater opportunity to showcase their business and customer service, which in turn will bring back repeat customers to their business.

A. General Requirements

ORDINANCE 12-19

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1. Each individual permanent commercial entity located within the General Commercial District (C-1), the Regional Commercial District (C-2), or the Planned Commercial Development District (PCD) is eligible for a grand opening special events permit.
2. A commercial entity is eligible for one grand opening special events permit when such entity is opening for business for the first time at a particular location.
3. The duration of each grand opening special event shall not exceed twenty (20) calendar days.

B. Sign Requirements

1. In order to brand the grand opening events and to increase the recognizability of grand opening signs, all grand opening signs shall be town owned.
2. Upon payment of a security/damage deposit, the Town of Farragut shall provide grand opening sign(s) to the applicant. The town's grand opening signs shall be dark blue with white letters, shall be thirty-two (32) square feet, and shall be a minimum ten millimeter (10 mm) corrugated plastic. The corner of the sign will remain blank so that users can personalize the sign with additional information.
3. There shall be a maximum of one (1) grand opening sign per each street on which the lot, parcel, or tract fronts. When more than one grand opening sign is permitted, such signs shall be a minimum of one hundred fifty (150) feet apart.
4. In addition to the grand opening sign, the commercial entity may also have a twenty (20) square foot special event sign. Such special event sign shall comply with the sign requirements established in Chapter 4. Section XXIV. Special Events Permit, of this ordinance.
5. For ground mounted signs, the maximum sign height shall be six (6) feet.
6. 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.
7. Ground mounted signs shall be affixed to studded T-posts and affixed in such a manner that they do not move in the wind.

ORDINANCE 12-19

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8. Signs shall not be posted until the commercial entity is open for business.
9. All signs and any associated support posts shall be removed at the end of the grand opening special event. If the permitted time frame is exceeded, the commercial entity shall lose their deposit and lose a special event permit for the calendar year.

C. Permitting Process

A grand opening special events permit application and filing fee and security/damage deposit 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 the event.

All grand opening special event permit applications shall include the following information:

1. Applicant's name, street address, telephone number, fax number, and e-mail address.
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 event.
4. Date range of event.
5. If applicable, a drawing of the separate special event sign which includes dimensions that show the length and width of the sign, the height and width of all letters and figures, and the overall height of the sign.

SECTION 2.

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

Dr. Ralph McGill, Mayor

ORDINANCE 12-19

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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

AGENDA NUMBER VII.B.2

MEETING DATE January 10, 2013

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Ruth Viergutz Hawk, Community Development Director

SUBJECT: Ordinance 12-20, ordinance on 1st reading to amend the Farragut Zoning Ordinance, Chapter 4. General Provisions and Exceptions, Section XIII. Outdoor Site Lighting, to establish wall mounted light heights and required glare shields

INTRODUCTION: This amendment was initiated at the planning commission workshop session during the discussion of the four-story business district.

DISCUSSION: Because the town is now allowing taller buildings, there is a greater possibility of having wall lights mounted well above adjacent ground elevations. The planning commission decided that the mounting height of wall lights should be limited to fifteen (15) feet. This mounting height accommodates lighting at building entrances and adjacent walkways, but limits the negative glare onto adjacent properties and rights-of-ways.

A second concern is that when adjacent properties are below the parking lot elevation, even compliant pole lights can cast negative light and glare onto the adjacent properties. At staff's request, Costco willingly added such exterior glare shields to their pole lights in order to protect the adjacent Powell Acres residences. We are now addressing complaints from residents adjacent to the Publix complex. Like Powell Acres, these residences are located below the adjacent parking lot elevation. We are working with the Publix developers to add similar exterior glare shields to their light pole fixtures. This proposed amendment also addresses this concern by requiring exterior glare shields when adjacent residentially zoned property are located below the parking lot elevation.

Attached please find a copy of Section XIII. Outdoor Site Lighting of Chapter 4 of the Farragut Zoning Ordinance with the proposed text amendment in red. Also attached please find a copy of Ordinance 12-20.

PROFESSIONAL RECOMMENDATION: Community Development Director, Ruth Hawk, recommends approval of Ordinance 12-20.

PLANNING COMMISSION RECOMMENDATION: On December 20, 2012, in a unanimous vote, the Farragut Municipal Planning Commission recommended approval of Ordinance 12-20.

PROPOSED MOTION: To approve Ordinance 12-20 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	_____	_____	_____	_____	_____

XIII. - Outdoor site lighting.

It is the intent of this section to establish outdoor lighting requirements that reduce the negative effects of lighting, but at the same time address the need for adequate lighting for safety and visibility concerns. The following requirements shall apply to all developments and/or facilities, excluding single-family and two-family dwellings and street lighting. In no case, however, shall any light shine or glare so as to create a traffic safety hazard on any adjacent properties, rights-of-way, access easements, or driveways.

A. *Performance standards and criteria.*

1. No lights shall shine or glare directly onto adjacent properties, right-of-ways, access easements, or driveways. For the purposes of this ordinance, glare shall be defined as any brightness within the field of vision of such a character as to cause annoyance, discomfort, interference with vision, or loss in visual performance and visibility.
2. The maximum number of footcandles at a property line that is adjacent to non-commercial or non-office zoned land shall be 0.5 footcandles. The maximum number of footcandles at a street right-of-way or a property line that is adjacent to commercial or office zoned land shall be 3.0 footcandles.
3. Light poles, including any supporting base, shall not exceed twenty-eight (28) feet in height. The height shall be measured from the ground to the top of the pole.

If an existing development is expanding, existing light poles are taller than twenty-eight (28) feet, and new light poles are to be added as part of the expansion to the project, the planning commission may approve a light pole taller than twenty-eight (28) feet so as to match the existing light poles if it can be shown that the taller light pole will not create any negative effects on any adjacent properties, right-of-ways, access easements, or driveways. In no case shall new light poles exceed the height of the existing light poles or forty (40) feet in height, whichever is less.

4. All pole lights shall be directed toward the ground. No portion of the bulb or the globe/glass/plastic surrounding the bulb shall protrude from the light box/housing. The shoebox style fixture shall be used unless it can be shown that a different style would be equivalent to or better than these requirements. If the pole lights are located adjacent to property zoned residential or agriculture and such land is below the pole base elevation, exterior glare shields shall be added to the pole lights.

5. Unless specified elsewhere in this ordinance, all wall lights shall be directed toward the ground. No portion of the bulb or the globe/glass/plastic surrounding the bulb shall protrude from the light box/housing. The wedge style fixture shall be used unless it can be shown that a different style would be equivalent to or better than these requirements. The maximum mounting height on the wall for all wall lights shall be fifteen (15) feet.

Decorative wall mounted lights may be used in lieu of a wedge style or comparable fixture provided they are located at public entrance ways into the building, the globe/glass/plastic are frosted/milky/white acrylic, the bulbs are frosted or yellow, the bulbs do not protrude from the globe/glass/plastic, and the maximum total wattage shall be fifty (50) watts (standard bulb).

6. All ground-mounted lights, whether used to illuminate a building or a sign, shall be designed to minimize light that does not illuminate the target area. Blinders, or some other type of protectors, may be required to be placed on the lights so as to direct the beam away from adjacent properties, rights-of-way, access easements, or driveways.

7. Lights located under gasoline service station canopies, canopies for bank automatic teller machines, and other such similar canopies shall be recessed into the structure ceiling and shall use light shields so as to prevent glare. No portion of the bulb or the glass/plastic surrounding the bulb shall protrude from the structure ceiling unless it can be shown that a different style would be equivalent to or better than these requirements.

8. All electrical lines servicing all lights shall be underground.

ORDINANCE:	12-20
PREPARED BY:	Hawk
REQUESTED BY:	Staff
CERTIFIED BY FMPC:	December 20, 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., SECTION XIII. OUTDOOR SITE LIGHTING, TO ESTABLISH WALL MOUNTED LIGHT HEIGHTS AND REQUIRE GLARE SHIELDS, 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. General Provisions and Exceptions, Section XIII. Outdoor Site Lighting, 4., is amended by deleting it in its entirety and substituting in lieu thereof the following:

4. All pole lights shall be directed toward the ground. No portion of the bulb or the globe/glass/plastic surrounding the bulb shall protrude from the light box/housing. The shoebox style fixture shall be used unless it can be shown that a different style would be equivalent or better than these requirements. If the pole lights are located adjacent to property zoned residential or agriculture and such land is below the pole base elevation, exterior glare shields shall be added to the pole lights.

SECTION 2.

Chapter 4. General Provisions and Exceptions, Section XIII. Outdoor Site Lighting, 5., is amended by deleting it in its entirety and substituting in lieu thereof the following:

ORDINANCE 12-20

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5. Unless specified elsewhere in this ordinance, all wall lights shall be directed toward the ground. No portion of the bulb or the globe/glass/plastic surrounding the bulb shall protrude from the light box/housing. The wedge style fixture shall be used unless it can be shown that a different style would be equivalent to or better than these requirements. The maximum mounting height on the wall for all wall lights shall be fifteen (15) feet.

SECTION 3.

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: Ruth Viergutz Hawk, Community Development Director

SUBJECT: Ordinance 12-21, ordinance on 1st reading to amend the Farragut Zoning Ordinance, Chapter 4. General Provisions and Exceptions, Section I. Accessory structures, to require HVAC screening to be architecturally compatible and to rename section to Accessory Structures and Uses

INTRODUCTION: The first portion of this amendment was initiated by the planning commission during the discussion of the four-story business district. The second portion of this amendment is a staff initiated amendment to the Zoning Ordinance text.

DISCUSSION: Our current HVAC screening requirements state that all units shall be screened with opaque materials and shall not be visible from adjacent properties or rights-of-way. The planning commission decided that the HVAC screening should not just be opaque, but should also be architecturally compatible with the principal building. We currently require this architectural compatibility of dumpster enclosures. This amendment would treat the two accessory structures/uses the same.

The second portion of this amendment deals with Section I's title name, which is "Accessory Structures". In July, 2012, Danny Kirby submitted a request to the Farragut Board of Zoning Appeals (BZA) for administrative review of the Town staff's application of the requirement to screen the HVAC units at the Farragut Public Market. The BZA ruled that the staff did not err in the application of the zoning ordinance in this regard and that the HVAC units were required to be screened.

In order to clarify the intent of this section of the ordinance, staff is proposing that this section be renamed to "Accessory Structures and Uses". This would ensure that HVAC units and dumpsters are required to be screened whether someone considers them an accessory use or an accessory structure.

Since we are amending this section, I have also added the term "compactors" when referencing garbage dumpsters and recycling containers. The ordinance has always been interpreted to include compactors and adding the term clarifies the ordinance's intent.

Attached please find a copy of Section I. Accessory Structures of Chapter 4 of the Farragut Zoning Ordinance with the proposed text amendments in red. Also attached please find a copy Ordinance 12-21.

PROFESSIONAL RECOMMENDATION: Community Development Director, Ruth Hawk, recommends approval of Ordinance 12-21.

PLANNING COMMISSION RECOMMENDATION: On December 20, 2012, in a unanimous vote, the Farragut Municipal Planning Commission recommended approval of Ordinance 12-21.

PROPOSED MOTION: To approve Ordinance 12-21 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	_____	_____	_____	_____	_____

I. - Accessory structures and uses.

It is the intent of this section to establish the development requirements specific to accessory structures and uses.

- A. *General provisions.* No accessory structure, excluding fences, detention basin structures, and retaining walls, shall be placed within any utility, drainage, or construction easement.
- B. *Requirements on specified accessory structures for non-single-family and non-two-family residential uses.*

1. *Garbage dumpsters, compactors, and recycling containers.*

- a. Garbage dumpsters and recycling containers shall be screened with opaque walls and gates. Such gates and walls shall be architecturally compatible with the principal building located on the same lot; and
- b. Garbage dumpsters and recycling containers shall be set back a minimum of forty (40) feet from the nearest point of any right-of-way and a minimum of ten (10) feet from all side and rear property lines.

2. *Heating, ventilation, air conditioning, and mechanical units*

Such units shall be screened with opaque materials and shall not be visible from adjacent properties or rights-of-way. Such screening shall be architecturally compatible with the building the units are serving.

3. *Retaining walls.*

- a. Retaining walls shall be designed and constructed per the adopted building code. Plans must be submitted to and approved by the Town Engineer;
- b. Retaining walls shall not be constructed within any required buffer strip; and
- c. Retaining walls shall be set back a minimum of ten (10) feet from the nearest point of any right-of-way and all side and rear property lines.

C. *Requirements for retaining walls for single-family and two-family residential uses.*

1. Retaining walls shall be designed and constructed per the adopted building code. Plans must be submitted to and approved by the Town Engineer;
2. Retaining walls shall not be constructed within any required buffer strip; and
3. Retaining walls shall be set back a minimum of ten (10) feet from the nearest point of any right-of-way and a minimum of five (5) feet from all side and rear property lines. A retaining wall, including the footer, may be constructed at the side or rear property line if a signed agreement from the adjoining property owner is submitted to the town stating the retaining wall may be constructed at their property line. If a retaining wall is removed or damaged as a result of work conducted within the utility, drainage, or construction easement, the property owner shall be responsible for repairs to the retaining wall. When a retaining wall is constructed at a property line, if appropriate a swale shall be constructed behind the retaining wall to ensure storm water run off is properly directed.

D. Requirements for retaining walls for attached single-family developments.

1. Retaining walls shall be designed and constructed per the adopted building code. Plans must be submitted to and approved by the Town Engineer;
2. Retaining walls shall not be constructed within any required buffer strip;
3. Retaining walls shall be constructed per the original design of the development and approved as part of the preliminary plat. The retaining walls shall be owned and maintained by the homeowners association. Retaining walls may be placed within utility, drainage, or construction easements, but it shall be the responsibility of the homeowners association to reconstruct such walls if they are damaged or removed as a result of work within the easement(s). No portion of a retaining wall, including footer, may be placed within the right-of-way. When a retaining wall is constructed at a property line, if appropriate, a swale shall be constructed behind the retaining wall to ensure stormwater run off is properly directed; and
4. If an individual property owner within an attached single-family development chooses to construct a retaining wall after the development is complete and the dwelling unit is constructed, the retaining wall shall comply with all requirements of subsection C. of this section.

ORDINANCE:	12-21
PREPARED BY:	Hawk
REQUESTED BY:	Staff
CERTIFIED BY FMPC:	December 20, 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., SECTION I. ACCESSORY STRUCTURES, TO RENAME SECTION TO ACCESSORY STRUCTURES AND USES AND TO REQUIRE HVAC SCREENING TO BE ARCHITECTURALLY COMPATIBLE, 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. General Provisions and Exceptions, Section I. Accessory Structures, is amended by renaming the section to Section I. Accessory Structures and Uses.

SECTION 2.

Chapter 4. General Provisions and Exceptions, Section I. Accessory Structures, is amended by deleting the introductory paragraph in its entirety and substituting in lieu thereof the following:

It is the intent of this section to establish the development requirements specific to accessory structures and uses.

SECTION 3.

Chapter 4. General Provisions and Exceptions, Section I. Accessory Structures, B., 1., is amended by adding the term “compactors” so as to read as follows:

1. Garbage dumpsters, compactors, and recycling containers

SECTION 4.

Chapter 4. General Provisions and Exceptions, Section I. Accessory Structures, B., 2., is amended by deleting it in its entirety and substituting in lieu thereof the following:

2. Heating, Ventilation, Air Conditioning, and Mechanical Units

Such units shall be screened with opaque materials and shall not be visible from adjacent properties or rights-of-ways. Such screening shall be architecturally compatible with the building the units are serving.

SECTION 5.

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 12-22, ordinance on 1st reading to amend the Farragut Zoning Ordinance, Chapter 3. Specific District Regulations, Section XVI. Reserved for Future Use, to create a new commercial zoning district entitled Business District, Four Story (BD-4)

INTRODUCTION: The Myers Bros. Holdings, owner of Renaissance development, have requested the creation of a new commercial zoning district that would allow for four story construction with reduced building setback requirements.

DISCUSSION: Staff met with the applicants on two occasions to discuss the proposed zoning district and we discussed it extensively at several planning commission meetings. In summary, the planning commission agreed on the following items:

- Amend the Outdoor Site Lighting ordinance to restrict the mounting height of wall mounted lights to 15';
- Prohibit drive-through window/lanes for restaurants;
- Amend the Accessory Structures ordinance to require that HVAC screening be architecturally compatible with the principal building; and
- Require additional landscaping or berm construction so that 60% of parking lot length that faces a street has limited viewability from the adjacent street.

The planning commission discussed extensively the pros and cons of a minimum twenty foot (20') building setback from all property lines. Much of the discussion focused on the following:

- A reduced setback will encourage parking lots in locations other than in front of the building;
- A reduced setback could provide a more creative site design and emphasize the architecture of the building rather than the parking lot;
- Tall buildings close to the road could create a canyon/cavern feel along Kingston Pike;
- Power lines will be close to the building edge;
- The limited space in the front yard will limit the ability to plant shade trees between the building and the edge of the road;
- The close proximity of the building to the road could affect future road improvements, such as the addition of bike lanes and/or travel lanes.

Noah Myers pointed out that although the Kingston Pike right-of-way is 100' wide, the paved roadway itself is only 60'. This 60' width is exclusive of deceleration lanes and sidewalks/walking trails. There currently are no bike lanes on Kingston Pike. In essence a 20' setback would still provide for a 40'

setback from the edge of roadway pavement. Knick Myers suggested that the 20' setback be increased at deceleration lanes to help alleviate some of the expressed concerns.

After the first planning commission meeting where this new district was discussed, I received a phone call from a citizen who suggested that we follow the Golden Ratio to determine building setbacks. The Golden Ratio, also known as the Golden Mean, is 1.618. I suggest each of you google these terms. There are several websites and videos explaining the ratio and the visual balance it creates. The Golden Ratio supports the request before you, but would build in some flexibility.

The setback would be determined based on the height of the building. For example, if the building is 70 feet tall, you would take $70' / 1.618 = 43.26'$. The setback would be 43.26'. Rather than purely measuring from the property line, the measurement would be taken from the edge of pavement. If roadway improvements are anticipated, the setback should take such improvements into consideration. The minimum setback, however, would remain at 20' from the front property line.

Although this may be perceived as making things more complicated, it does provide flexibility. It is also no more complicated than our lot and building coverage calculations in the Open Space Residential (OSR) and Open Space Mixed Residential (OSMR) overlay zoning districts, which are working extremely well.

With regards to anticipated improvements to the adjacent roadways, most of the improvements, such as turn lanes, will be triggered by the development itself. I asked Darryl Smith, Town Engineer, about the likelihood of additional lanes or bike lanes. He stated that additional lanes will be added to Kingston Pike between Smith Road and Campbell Station Road. This improvement has already been placed on the *Knoxville Regional Mobility Plan*. He also stated that it would be best to assume that bike lanes will be constructed in the future on all collectors and arterials.

Attached please find a copy of Ordinance 12-22. Also attached please find copies of Section 14-305 and 14-306 of the Farragut Municipal Code.

PROFESSIONAL RECOMMENDATION: Community Development Director, Ruth Hawk, recommends approval of Ordinance 12-22.

PLANNING COMMISSION RECOMMENDATION: On December 20, 2012, in a unanimous vote, the Farragut Municipal Planning Commission recommended approval of Ordinance 12-22.

PROPOSED MOTION: To approve Ordinance 12-22 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>
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Farragut Municipal Code

Title 14, Chapter 3

LAND USE CONTROLS

§ 14-305

- (e) *Perpendicular wall sign.* Allowed only if there is no wall sign or permanent window sign. One (1) sign which shall be hung perpendicular to the building, shall not exceed twelve (12) square feet, and shall have a minimum clearance of nine (9) feet to grade;
- (f) *Wall sign.* Allowed only if no perpendicular wall sign or permanent window sign. One (1) sign not to exceed twelve (12) square feet, provided it is integrated with the building architecture; and
- (g) *Permanent window sign.* Allowed only if no perpendicular wall sign or wall sign. One (1) sign which shall not to exceed twelve (12) square feet or twenty-five (25) percent of the total window area, whichever is less. Sign shall be permanently adhered to the window.

No sign shall be internally or externally illuminated.

- (2) The following signs are permitted for each second, third, and fourth story tenant space:
 - (a) One (1) address sign per building entrance, not to exceed two (2) square feet. If multiple tenants access through a single door, the address for all the tenants shall be posted on the exterior of the door;
 - (b) *Door sign.* One (1) sign restricted to the street door entrance, not to exceed five (5) square feet; and
 - (c) *Real estate sign.* One (1) sign provided it is posted within the window or on the door, not exceed six (6) square feet.

No sign shall be internally or externally illuminated.

- (3) On streets classified as primary within the TCD, two (2) ground mounted signs shall be permitted at the entrances to the TCD development. Such signs shall advertise the entire development, shall not exceed forty (40) square feet, shall be set back twenty (20) feet from the right-of-way, shall not exceed six (6) feet in height, and shall be a minimum of four hundred (400) feet apart. Such signs may be illuminated.

(Ord. No. 07-32, § 1, 10-25-2007)

Sec. 14-305. Building construction.

(1) A minimum of seventy-five (75) percent of the exterior wall construction for all structures shall be constructed of face brick. The seventy-five (75) percent coverage requirement shall be calculated by measuring all facades of the structure, excluding the openings for windows, trim, and doors. Each exterior wall shall maintain the seventy-five (75) percent minimum coverage with face brick. There shall be no exposed concrete block on any exterior wall.

(2) All buildings shall be fire sprinklered in accordance with adopted fire and building codes and be of noncombustible construction.

(Ord. No. 07-32, § 1, 10-25-2007)

Sec. 14-306. Building facades.

All buildings shall consist of the traditional facade, which includes the building cornice, the upper facade, and the storefront. The building cornice serves to visually cap the building, completing its appearance. The upper facade always contains regularly spaced window openings surrounded by decorative details. The storefront shall be designed to be as transparent as possible. This allows a maximum of natural light and relieves the closed-in feeling. It also gives the potential customer a good view into the store (Diagram 1).

- (1) *The building cornice.* The building cornice is made of brick, wood, metal or other materials and gives a building roof line a finished look. The cornice prevents the upper facade from falling off into the air. The decorative cornice provides the cap to the building. Flat cornices shall not be permitted.
- (2) *The upper facade.* The upper facade includes all upper stories. Each story shall contain regularly spaced window openings surrounded by decorative details.
- (3) *The storefront.* A minimum of seventy-five (75) percent of the street facing building facade between two (2) feet and eight (8) feet in height shall be comprised of clear windows that allow views of indoor space or product display areas. The bottom edge of any window or product display window used to satisfy the transparency standard shall not be more than three (3) feet above the adjacent sidewalk. The product display windows used to satisfy these requirement shall have a minimum height of four (4) feet and be internally lighted. Such internal lights shall not be directed toward the sidewalk or street. The storefront is composed primarily of a front door and large display windows surrounded by enframing piers and storefront cornice (transom windows, display windows). To emphasize the feeling of containment, a storefront might be set back slightly (six (6) inches to a foot) from the front of the building. To welcome customers, consider a recessed entry. The configuration keeps the display windows close to the sidewalk and emphasizes the door. Storefronts associated with tenant spaces located at building corners are required to meet this on only one (1) street facing facade. The street facing building facade that does not have the storefront must provide windows or some other type architectural feature so the wall is not blank (Diagram 2).

Diagram 1

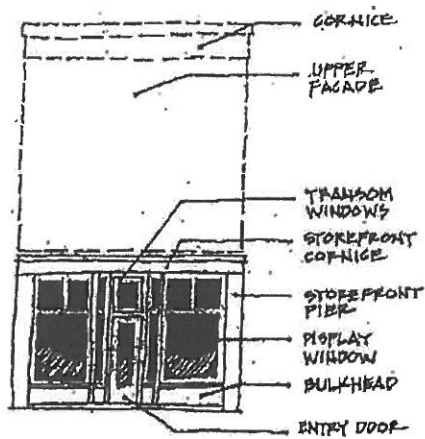
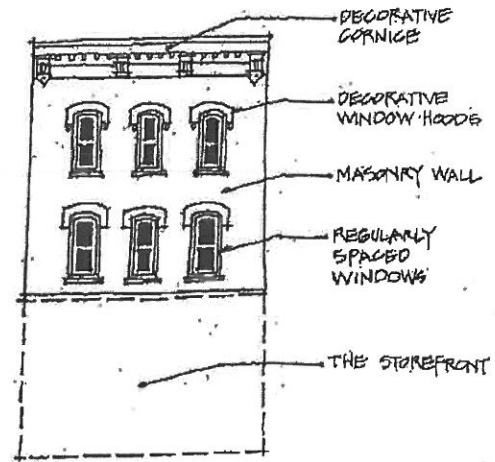
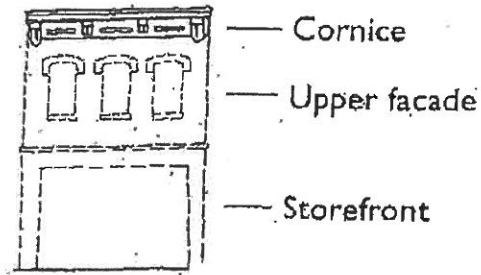
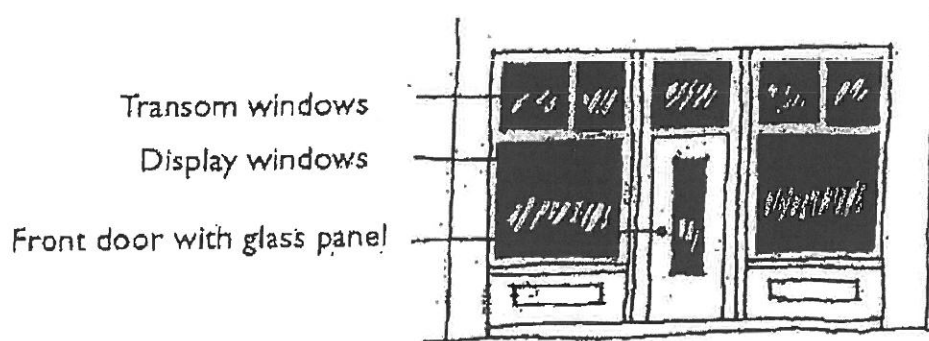
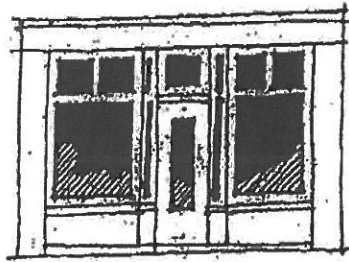
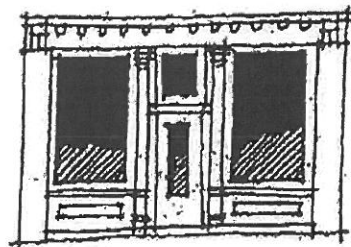


Diagram 2

Typical Storefronts



- (4) *Doors and entrances.* Each different building facade shall have a primary entrance door facing a public sidewalk. Entrances at building corners may be used to satisfy this requirement. Building entrances may include doors to individual shops or businesses, lobby entrances, entrances to pedestrian-oriented plazas, or courtyard entrances to a cluster of shops or businesses.

(Ord. No. 07-32, § 1, 10-25-2007)

Sec. 14-307. Block view.

All buildings/facades in a block shall be viewed as a whole. The size and proportion of window and door openings shall be similar to those on surrounding facades. The same applies to the ratio of window area to solid wall for the facade as a whole. The roof forms and colors shall create a rhythmic harmony in appearance. This does not mean to imply all are to be the same, but that all are to flow and follow the ten (10) basic criteria that should be considered in the overall design of the development: height, width, relationship to the street, roof forms, proportion, composition, rhythm, proportion of openings, materials, and colors (Diagrams 3, 4 and 5).

- (1) *Height.* Buildings/facades should have similar height. A four-story building should not be located immediately adjacent to a much shorter two (2) story building. The height variations should flow up and down gradually without drastic drop offs. At the same time, there should be varying heights, the same height for the entire block length appears contrived and sterile.
- (2) *Width.* Facade widths should not vary drastically. A narrow facade should not be sandwiched between two (2) much wider facades and a wide facade should not be sandwiched between two (2) much narrower facades. The width variations should flow up and down.
- (3) *Relationship to street.* The buildings/facades should have consistent setbacks with that of its neighboring buildings/facades. A building/facade recessed to the maximum setback should not be located in the middle of a row of building/facades located at the minimum setback.
- (4) *Roof forms.* The form of the roof and building cornice should be similar to those on adjacent facades.
- (5) *Proportion.* The characteristic proportion, the relationship between height and width, should be respected. The block should look proportional, not disjointed.
- (6) *Composition.* The composition for the buildings/facades, that is, the organization of its parts, should be similar to that of surrounding building/facades.

ORDINANCE:	12-22
PREPARED BY:	Hawk
REQUESTED BY:	Myers Bros. Holdings, Applicant
CERTIFIED BY FMPC:	December 20, 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 3. SPECIFIC DISTRICT REGULATIONS, SECTION XVI. RESERVED FOR FUTURE USE, TO CREATE A NEW COMMERCIAL ZONING DISTRICT ENTITLED BUSINESS DISTRICT, FOUR STORY (BD-4), 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 3, Section XVI. Reserved for Future Use, is deleted in its entirety and substituted in lieu thereof the following:

XVI. BUSINESS DISTRICT, FOUR STORY (BD-4)

A. General description

This district provides space for general office and limited commercial uses. The office uses will provide regional employment opportunities and the commercial uses will primarily serve the residents of the Town of Farragut and immediate surrounds. These office and commercial uses are intended to be designed to minimize negative impacts on nearby residential uses and to strengthen our sense of community.

Ordinance 12-22

Page 2

B. Permitted Principal and Accessory Uses and Structures

1. Generally recognized retail sales. This excludes all outdoor sales or storage.
2. Retail sale of alcoholic beverages, as provided for in the Farragut Municipal Code.
3. Financial and real estate services.
4. Professional, personal, and business services.
5. Restaurants, tea rooms, cafes, coffee houses, or other similar establishments serving food or beverage that is primarily consumed within the principal building or in designated outdoor seating areas associated with the principal building. This excludes drive-through service lanes and windows.
6. Public, governmental, and general offices.
7. Medical, dental, and veterinary facilities.
8. Medical spas.
9. Adult education and training facilities, indoors only.
10. Theaters, indoors only.
11. Indoor recreational facilities.
12. Cultural activities.

C. Building Façade Requirements

Building construction shall comply with Title 14, Chapter 3, Section 14-305. and Section 14-306. (1) and (2), of the Farragut Municipal Code.

D. Low Impact Development Requirements

The development shall incorporate a minimum of one of the following Low Impact Development (LID) practices into the design:

Ordinance 12-22

Page 3

1. Twenty-five percent (25%) of the parking lot being constructed with permeable pavers;
2. Stormwater runoff draining to rain gardens;
3. The building being constructed with a vegetated roof, commonly referred to as a green roof;
4. Stormwater draining to bioswales/bioretenention facilities; or
5. Rainwater being harvested for irrigation or gray water uses.

E. Area Regulations

1. Front Yards

- a. Building setbacks shall be determined based on the building height and the location of the street edge of pavement. Anticipated roadway improvements such as additional travel lanes, turn lanes, and bikes lanes shall be taken into consideration in determining the location of the street edge of pavement. The building setback shall be calculated as follows:

Building setback = (equals) total building height / (divided by) 1.618

The setback shall be measured from the street edge of pavement. At a minimum, all buildings shall be set back a minimum of twenty (20) feet from all front property lines and access easements.

- b. All accessory structures, excluding detention basin structures, shall be set back from the nearest point of any right-of-way a minimum of forty (40) feet, except as provided for elsewhere in this ordinance or the Municipal Code. Detention basins, measured from the exterior toe-of-slope, and all associated structures shall be set back from the nearest point of any right-of-way a minimum of ten (10) feet.

2. Side and Rear Yards

- a. All buildings shall be set back a minimum of twenty (20) feet. When the abutting property is zoned residential or agricultural, buildings shall be set back a minimum of one hundred (100) feet. When the abutting property is zoned buffer district and the property immediately adjacent to such buffer

district is zoned residential or agricultural, buildings shall be set back a minimum of one hundred (100) feet from the residentially or agriculturally zoned land. All buildings shall be set back a minimum of twenty (20) feet from all access easements.

- b. All accessory structures shall be set back a minimum of ten (10) feet, except as provided for elsewhere in this ordinance or the Municipal Code.

3. Buffer Strips

- a. There shall be a buffer strip a minimum of thirty-five (35) feet in width on all front property lines when the street adjacent to that front property line is classified as a collector or local street on the Major Road Plan and the property on the opposite side of the street is zoned residential or agricultural;
- b. There shall be a buffer strip a minimum of thirty-five (35) feet in width on all side and rear property lines when the abutting property is zoned residential or agricultural;
- c. Existing, mature vegetation shall be preserved and incorporated into the buffer strip; and
- d. Detention basins, measured from the exterior toe-of-slope, and all associated structures shall not be located within any buffer strips.

4. Maximum Lot Coverage

Total lot coverage – sixty percent (60%)

5. Land Area

Minimum lot size of one (1) acre

6. Height Regulations

No building shall exceed four stories, or seventy (70) feet in height. All buildings shall be a minimum of two stories. Except as provided for elsewhere in this ordinance or the Municipal Code, no accessory structure shall exceed ten (10) feet in height.

7. Parking

As regulated in Chapter 4.

When a parking lot is constructed adjacent to a front property line, a berm shall be constructed or landscaping shall be planted so as to limit the viewability of the parking lot from the street. A minimum of sixty percent (60%) of the total parking lot length adjacent to the front property line shall be screened from view with a berm or landscaping.

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

AGENDA NUMBER VII.B.5

MEETING DATE January 10, 2012

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Ruth Viergutz Hawk, Community Development Director

SUBJECT: Ordinance 12-23, ordinance on 1st reading to rezone Parcel 63, Tax Map 151, located on the southwest corner of Kingston Pike and Way Station Trail, part of the Renaissance development, approximately 2.5 Acre, from C-1 General Commercial District to BD-4 Business District, Four-Story (Myers Bros. Holding, Applicant)

INTRODUCTION: This property is an out parcel of the Renaissance development. The Myers Bros. Holdings, owner, has requested the creation of a new commercial zoning district that would allow for four story construction with reduced building setback requirements. They are requesting this property be rezoned to the newly created zoning district.

DISCUSSION: The property is currently vacant and fronts on Kingston Pike and Way Station Trail. The rear of the property is treed and has an unnamed stream. A Weigel's store is located to the east across from Way Station Trail. South of the property is a single-family residence and the detention basin for Renaissance development. The property to the west is vacant commercial land that is part of the Renaissance development. First Farragut United Methodist Church is located to the north across from Kingston Pike. The Renaissance development backs up to the Old Stage Hills neighborhood.

The property is currently zoned C-1 General Commercial District. The proposed BD-4 district allows taller buildings, but the types of uses allowed within the BD-4 district are more restrictive than in the C-1 district. The BD-4 district would be compatible with the surrounding area.

Attached please find a copy of Ordinance 12-23. Also attached please find a copy of the aerial photo of the general area.

PROFESSIONAL RECOMMENDATION: Community Development Director, Ruth Hawk, recommends approval of Ordinance 12-23 because the request is compatible with the surrounding area.

PLANNING COMMISSION RECOMMENDATION: On December 20, 2012, in a unanimous vote, the Farragut Municipal Planning Commission recommended approval of Ordinance 12-23.

PROPOSED MOTION: To approve Ordinance 12-23 as attached.

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	_____	_____	_____	_____	_____

ORDINANCE:	12-23
PREPARED BY:	Hawk
REQUESTED BY:	Myers Bros. Holding, Applicant
CERTIFIED BY FMPC:	December 20, 2012
PUBLIC HEARING:	_____
PUBLISHED IN:	_____
DATE:	_____
1ST READING:	_____
2ND READING:	_____
PUBLISHED IN:	_____
DATE:	_____

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE, ORDINANCE 86-16, AS AMENDED, PURSUANT TO AUTHORITY GRANTED BY 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.

The Farragut Zoning Ordinance, Ordinance 86-16, as amended, is hereby amended by rezoning Parcel 63, Tax Map 151, located on the southwest corner of Kingston Pike and Way Station Trail, part of the Renaissance development, approximately 2.5 Acres, from C-1 General Commercial District to BD-4 Business District, Four-Story (Exhibit A)

SECTION 2.

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

Dr. Ralph McGill, Mayor

ORDINANCE 12-23

Page 2

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

Ordinance 12-23
Exhibit A

 Proposed Rezoning

Rezone Parcel 63,
Tax Map 151
From C-1
General Commercial
District To
BD-4 Business
District, Four-Story

-  R-1, Rural Single-Family Residential
-  R-2, General Single-Family Residential
-  O-1, Office
-  C-1, General Commercial
-  A, Agriculture



1 inch = 650 feet

