

**FARRAGUT BOARD OF MAYOR AND ALDERMEN
AGENDA
MARCH 10, 2016**

**PUBLIC HEARING AT FARRAGUT TOWN HALL
FOR LOCAL PARKS AND RECREATION FUND GRANT
Improvements to Mayor Bob Leonard Park
5:00 PM**

**WORKSHOP
General Fund Revenue/Expenditure Projections
6:00 PM**

**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. Citizens Forum**
- V. Approval of Minutes**
 - A. February 25, 2016
- VI. Business Items**
 - A. Approval of TekLinks/Clarix Information Technology Contract
 - B. Approval of Stormwater Advisory Committee By-Law and Charter Amendments
 - C. Approval of Contract 2016-11, Entrance, Park & Wayfinding Signage
 - D. Approval of Waiver of Permit Fee for the Knox County Sheriff's Office Substation Build Out in the Pinnacle at Turkey Creek
- VII. Ordinances**
 - A. First Reading
 - 1. Ordinance 16-04
An Ordinance to Amend the Text of the Farragut Zoning Ordinance, Ordinance 86-16, as Amended, Pursuant to Authority Granted by Section 13-4-201, Tennessee Code Annotated, by Amending Chapter

2. Definitions, to Change the Definitions Referencing Elderly Housing and Provide for New Definitions

2. Ordinance 16-05

An Ordinance to Amend the Text of the Farragut Zoning Ordinance, Ordinance 86-16, as Amended, Pursuant to Authority Granted by Section 13-4-201, Tennessee Code Annotated, by Amending Chapter 3. Specific District Regulations, Section XX., Community Service District (S-1), to Provide for New Provisions, and Sections XI., Multi-Family Residential District (R-6), XII., General Commercial District (C-1), and XXVIII., Open Space Multi-Family Residential Overlay (OSMFR), to Change the Permitted Uses

3. Ordinance 16-06

An Ordinance to Amend the Text of the Farragut Zoning Ordinance, Ordinance 86-16, as Amended, Pursuant to Authority Granted by Section 13-4-201, Tennessee Code Annotated, by Amending Chapter 4. General Provisions and Exceptions, Sections VII. Elderly Housing, X. Group or Cluster Housing Projects, XVIII. Nursing Homes, and XX. Parking and Loading, to Change the Provisions Associated with Elderly Housing and Nursing Homes and Remove the Provisions for Group or Cluster Housing Projects

VIII. Town Administrator's Report

IX. Town Attorney's Report

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

FARRAGUT BEER BOARD

March 10, 2016

6:55 PM

I. Approval of Minutes

A. February 11, 2016

II. Business Items

**A. Approval of a Special Occasion Beer Permit for the Remote
Area Medical Cinco de Mayo Festival, April 29, 2016**

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

FARRAGUT BEER BOARD

February 11, 2016

Ron Pinchok, Vice-Chairman, called the beer board meeting to order at 6:55 PM. Elected officials present were Mayor McGill, Aldermen LaMarche, Markli, Pinchok and Povlin.

Election of Officers

Chairman

Alderman Povlin nominated Alderman Pinchok as Chairman. Moved by Alderman Povlin, Seconded by Alderman Markli; voting yes; Mayor McGill, Aldermen LaMarche, Markli, Pinchok and Povlin; no nays; motion passed.

Vice-Chairman

Alderman Markli nominated Alderman LaMarche as Vice-Chairman. Moved by Alderman Markli, Seconded by Alderman Povlin; voting yes; Mayor McGill, Aldermen LaMarche, Markli, Pinchok and Povlin; no nays; motion passed.

Secretary

Alderman LaMarche nominated Alderman Povlin as Secretary. Moved by Alderman LaMarche, Seconded by Alderman Markli; voting yes; Mayor McGill, Aldermen LaMarche, Markli, Pinchok and Povlin; no nays; motion passed.

Approval of Minutes

Motion was made to approve the minutes of January 14, 2016 as presented. Moved by Alderman LaMarche, Seconded by Mayor McGill; voting yes; Mayor McGill, Aldermen LaMarche, Markli and Pinchok; Alderman Povlin abstained; no nays; motion passed.

Business Items

Approval of a Class 4, On-Premise Tavern, beer permit for Water into Wine, 607 N. Campbell Station Road (Candace Viox, Applicant)

Motion was made to approve the Class 4, On-Premise Tavern, beer permit for Water into Wine, 607 N. Campbell Station Road, subject to obtaining a certificate of occupancy. Moved by Alderman Povlin, Seconded by Mayor McGill; voting yes; Mayor McGill, Aldermen LaMarche, Markli, Pinchok and Povlin; no nays; motion passed.

Beer Board meeting adjourned at 7:00 PM.

Ron Pinchok, Vice-Chairman

Allison Myers, Town Recorder

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REPORT TO THE BEER BOARD

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Consider Approval of a special occasion beer permit for Special Occasion Beer Permit for the Remote Area Medical Cinco de Mayo Festival, April 29, 2016.

DISCUSSION:

The Remote Area Medical is planning a Cinco de Mayo Festival and is requesting a special event beer permit. The Town's Municipal Code governing special occasion beer permits is below.

Sec. 8-212. - Special occasion beer permit.

The special occasion beer permit request shall be made on such form as the board shall prescribe and/or furnish and shall be accompanied by a non-refundable application fee of one hundred dollars (\$100.00).

- (1) The beer board is authorized to issue a special occasion beer permit to bona fide charitable or nonprofit organizations for special events.
- (2) The special occasion beer permit shall not be issued for longer than one (1) forty-eight-hour period, unless otherwise specified by the beer board, subject to the limitations on the hours, imposed by law.
- (3) The application for the special occasion beer permit shall state whether the applicant is a charitable or nonprofit organization, include documents showing evidence of the type of organization, and state the location of the premise upon which alcoholic beverages shall be served and the purpose for the request of the license.
- (4) For purposes of this section:

Bona fide charitable or nonprofit organization means any corporation or other legal entity which has been recognized as exempt from federal taxes under section 501(c) of the Internal Revenue Code.
- (5) No charitable or nonprofit organization possessing a special occasion beer permit shall purchase, for sale or distribution, beer from any source other than a licensee as provided pursuant to state law.
- (6) Failure of the special occasion permittee to abide by the conditions of the permit and all laws of the State of Tennessee and the Town of Farragut will result in a denial of a special occasion beer permit for the sale of beer for a period of two (2) years.

The Remote Area Medical is a nonprofit organization and is requesting the permit for April 29, 2016.

RECOMMENDATION BY:

Allison Myers, Town Recorder, for approval.

PROPOSED MOTION:

Motion to approve the special occasion beer permit for the Remote Area Medical Cinco de Mayo Festival, April 29, 2016.

BOARD ACTION:

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

pd \$250
2/22/16

APPLICATION FOR BEER PERMIT

STATE OF TENNESSEE

TOWN OF FARRAGUT

I hereby make application for a permit to sell, store, manufacture, or distribute Beer under the provisions of Tennessee Code Annotated Section 57-5-101 et seq. and base my application upon the answers to the following questions:

- Reason for application: New Business ____ New Ownership ____ Name Change ____ Other ☒
- Type of permit requested, please circle all that apply:

Class 1 On-Premise

Class 2 On-Premise, Other

Class 3 On-Premise, Hotel/Motel

Class 4 On-Premise, Tavern

Class 5 Off-Premise

Class 6, Special Occasion

- Name of Applicant(s) (Owner(s) of Business) Remote Area Medical, Inc

- Type of applicant (check one):

Person ____ Firm ____ Corporation ☒ Joint-Stock Company ____ Syndicate ____ Other ____

- List all persons, firms, corporations, joint-stock companies, syndicates, or associations having at least a 5% ownership interest in the business:

Remote Area Medical Inc.

- Applicant's present home address:

2200 Stock Creek Blvd, Rockford, TN 37855

- Date of Birth N/A Home Telephone Number N/A
Business Telephone Number 865-579-1530 Social Security Number N/A

- Representative Email Address: jelfeastman@ramusa.org

- Under what name will the business operate? Remote Area Medical

- Business address 2200 Stock Creek Blvd, Rockford, TN 37855
Business Telephone number 865-579-1530

11. Specify the identity, email and physical address of the person to receive annual privilege tax notices and any other communication from the Town:

Remote Area Medical, Inc.; Ram@ramusa.org

12. Information of any manager, other than the applicant:

Name: Jeff Eastman Birth Date: 9/12/1952
Address: 148 COUNTY ROAD 657 ATHENS TN 37033
Phone Number: 423 506-6868

13. Has any person having at least a 5% ownership interest, any of the managers, or any other employee of the business, been convicted of any violation of the beer or alcoholic beverage laws or any crime within the last ten (10) years: Yes ☒ No. If yes, give particulars of each charge, court, and date convicted.

14. Have you or your organization ever had a Beer Permit revoked, suspended, or denied in the State of Tennessee? no If so, specify, where, when, and why:

15. Name and address of property owner, if other than the business owner:

N/A

16. What is the name and address of the Church (or other place of worship) nearest to your business?

N/A

17. What is the name and address of the school nearest to your business?

Mt. Olive Elementary

18. Special Occasion Event Name:

+ Cinco de Mayo Festival
Location of the special occasion event: 11501 Parkside Dr, Knoxville, TN 37934

Event Date & Times: 04/29/16 6-9 PM

Representative name & phone number: Jeff Eastman 423 506 6868

Have you received a special event permit to hold the event in the Town of Farragut? Not yet

19. Tennessee Sales Tax Number: N/A In process

20. Town of Farragut Business License Number N/A

**FARRAGUT BOARD OF MAYOR AND ALDERMEN
MINUTES
FEBRUARY 25, 2016**

**WORKSHOP
Discussion of Funding the Farragut Business Alliance
6:00 PM**

**BMA MEETING
7:00 PM**

- I. Silent Prayer, Pledge of Allegiance, Roll Call**
- II. Approval of Agenda**
- III. Mayor's Report**
 - A. Mayoral Appointment to the Farragut Planning Commission
- IV. Citizens Forum**
- V. Approval of Minutes**
 - A. February 11, 2016
- VI. Business Items**
 - A. Approval of Contract 2016-08 Installation of LED Lights and Motion Switches at Town Hall
 - B. Approval of TekLinks/Clarix Information Technology Contract
 - C. Approval of Resolution R-2016-04, Declaring Certain Town Property to be Surplus Property
 - D. Approval of Stormwater Advisory Committee By-Law and Charter Amendments
 - E. Approval of Memorandum of Understanding between TDOT and Town of Farragut for Maintenance of new Signal at Kingston Pike/Virtue Road
 - F. Approval of Funding the Farragut Business Alliance
- VII. Town Administrator's Report**
- VIII. Town Attorney's Report**

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

The Farragut Board of Mayor and Aldermen met in a regular session on Thursday, February 25, 2016 at 7:00 p.m. Members present were Mayor McGill, Aldermen LaMarche, Markli, Pinchok and Povlin.

Approval of Agenda

Motion was made to postpone items VI. B. and D. and to move item VI.F. to the first item under Business Items. Moved by Alderman Markli, seconded by Alderman Pinchok; voting yes, Mayor McGill, Aldermen LaMarche, Markli, Pinchok and Povlin; no nays; motion passed.

Mayor's Report

Mayoral Appointment to the Farragut Planning Commission

Mayor McGill announced that he has appointed Rose Ann Kile to the Planning Commission.

Approval of Minutes

Motion was made to approve the minutes of February 11, 2016 as presented. Moved by Alderman LaMarche, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen LaMarche, Markli, Pinchok and Povlin; no nays; motion passed.

Business Items

Approval of Funding the Farragut Business Alliance

After much discussion a motion was made to approve temporary funding from March 1, 2016 through May 31, 2016 for the Farragut Business Alliance in the amount of \$11,000. Moved by Alderman LaMarche, seconded by Alderman Pinchok; voting yes, Mayor McGill, Aldermen LaMarche, Markli and Pinchok; Alderman Povlin abstained; no nays; motion passed.

Approval of Contract 2016-08 Installation of LED Lights and Motion Switches at Town Hall

Motion was made to award contract 2016-08 to Broadway Electric Service Corporation (BESCO) in the amount of \$57,545. Moved by Alderman LaMarche, seconded by Alderman Povlin; voting yes, Mayor McGill, Aldermen LaMarche, Markli, Pinchok and Povlin; no nays; motion passed.

Approval of Resolution R-2016-04, Declaring Certain Town Property to be Surplus Property

Motion was made to approve Resolution R-2016-04. Moved by Alderman Markli, seconded by Alderman LaMarche; voting yes, Mayor McGill, Aldermen LaMarche, Markli, Pinchok and Povlin; no nays; motion passed.

Approval of Memorandum of Understanding between TDOT and Town of Farragut for Maintenance of new Signal at Kingston Pike/Virtue Road

Motion was made to approve the Memorandum of Understanding between TDOT and Town of Farragut for Maintenance of new Signal at Kingston Pike/Virtue Road. Moved by Alderman Povlin, seconded by Alderman LaMarche; voting yes, Mayor McGill, Aldermen LaMarche, Markli, Pinchok and Povlin; no nays; motion passed.

Town Administrator's Report

David Smoak, Town Administrator, announce that there would be a zoning workshop on March 3rd at 5:30 PM at the Town Hall and the Shamrock Ball will be on March 5th from 7-9 at the Farragut High School.

Meeting adjourned at 8:00 PM

Ralph McGill, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY:** Gary Palmer, Assistant Town Administrator**SUBJECT:** Consider Approval of Contract for Professional Services (Information Technology)

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 certifications and expertise required to maintain this function in addition to the cost of maintaining the required infrastructure, the Town solicits and contracts with a private professional firm for organization-wide 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.

BACKGROUND: The Town received four 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 June 30, 2016. 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 and "scoring" of the proposals Claris Networks 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 Chuck Spicka and Kyle McClain) initiated contract negotiations which resulted in the attached written draft agreement and scope of services (please see attached).

The negotiated cost-for-services are as follows:

Remainder of: FY 16: \$39,295.95 (4 months x 7,851.52) + \$7,889.87 (one time network upgrade fee)
FY 17: \$94,218.24
FY 18: \$94,218.24
FY 19: \$94,218.24

This proposal represents a \$7,338 or 8.5% increase from the 2013 contract.

FINANCIAL SECTION FOR THE REMAINDER OF FY 16**Account Number:** 110-41640-255

<u>Budget Allocation</u>	<u>Expended To Date</u>	<u>Remaining Amount</u>	<u>Requested Amount</u>
FY 16 \$96,456	\$58,376.39	\$38,079.61	\$39,295.95*

Approved By: 

*NEED TO TRANSFER \$1,216.34 FROM 110-41640-111 TO 110-41640-255

RECOMMENDATION BY: Assistant Town Administrator and Town Attorney

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

Remainder of: FY 16: \$39,295.95
FY 17: \$94,218.24
FY 18: \$94,218.24
FY 19: \$94,218.24

BOARD ACTION:

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

<u>VOTE/TOTAL</u>	<u>LAMARCHE</u>	<u>MARKLI</u>	<u>PINCHOK</u>	<u>POVLIN</u>	<u>MCGILL</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

TOWN OF FARRAGUT

INFORMATION TECHNOLOGY PROFESSIONAL SERVICES AGREEMENT

This Agreement is made by and between **Town of Farragut**, a TN municipal corporation ("Client") and **Clarix Networks** a wholly owned subsidiary of Teklinks Inc., a Delaware corporation ("Contractor"). The sole purpose of this Agreement between the parties is for Professional Information Technology Consulting Services as outlined herein and in the attachments. Contractor agrees to perform the Scope of Services as outlined in Attachment A – Scope of Services – and as specified in Attachment B – Contractor's proposal.

1. **Compensation.** Client shall compensate Contractor for services as follows: **\$7851.52 per month**, which assumes fifty (50) users. For each user in excess of 50 users the monthly charge shall be \$177.21. Client may increase or decrease the number of users and will only be charged for: the number of users multiplied by the per user fee of \$169.07; except, Client shall guarantee a minimum of thirty-five (35) users for a minimum monthly fee of \$5,917.40, *Minimum User Guarantee*, or "MUG" as defined in Article II, § 2 of the Supplemental Terms. See Attachment C - Supplemental Terms. Contractor shall be responsible for tracking the number of users each month and charge Client accordingly. 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 \$7,889.87** See Attachment D – Network Refresh with Renewal.

2. **Term.** This agreement shall become binding and in full force upon execution however the term of this agreement shall extend 36 months from June 30, 2016 and thus terminate on June 30, 2019. Prior to termination of this agreement, if both parties mutually agree, the term of this agreement may be extended for another 36 months by way of an addendum to this agreement. There shall be no limit on mutually agreeable extensions.

3. **Schedule.** Contractor shall begin work upon notification of Client's approval of this Agreement.

4. **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 and automatic draw (ACH). Client intends to continue this practice therefore the discount and monthly charge will remain the same so long as the basic monthly charge is paid within ten (10) business days as provided herein.

5. **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.

6. **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 4 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.

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

8. **Termination.** SEE Article I, § 3 of Supplemental Terms (Attachment C)

9. **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 or inaction, the Contractor's insurance coverage shall be primary insurance as respects the Client, its officers, officials, employees, and volunteers.

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

11. **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 are commenced. The parties shall equally bear the fees and expenses charged by the mediator.

12. **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:
jhatmaker@townoffarragut.org (Jenn Hatmaker)

Contract Manager; Contractor. The contractor shall assign Chuck Spicka 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:

Chuck Spicka
Teklinks Inc.
6100 Lonas Drive

Knoxville, TN 37922

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

cspicka@teklinks.com with copy to:
kmccclain@teklinks.com (Kyle McClain)

13. **Miscellaneous.**

a. The Contractor may assign or transfer interest in this Agreement upon written approval of the Client. Such assignment shall not relieve Contractor of liability.

b. The Contractor will not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the Client. Such subcontracting shall not relieve Contractor of liability for 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. In the event the conflicting terms cannot be characterized as specific vs. general, then the terms that provide the greater benefit to the Client and/or impose the greater obligation on the Contractor shall control.

d. This Agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials 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 Contact 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

By: _____

Printed
Name: _____

Title: _____

Date: _____

Attachment A – Scope of Services

Generally

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

Specifically

1. Two Terabytes of data storage
 - Storage, maintenance and on demand recoverability of all public records¹ in accordance with TCA §10-7-121². The on demand recoverability of data shall be provided from a third party email archiving solution and Contractor-provided manual archiving process. Client's digital data shall be written to a removable hard drive monthly and delivered to Client at a mutually agreeable time and location. Claris is not responsible for the archived data once its delivered to Client
2. Network integrated email solution
3. Network maintenance and support
 - 24/7 network monitoring and troubleshooting within a reasonable time frame to ensure limited network downtime
 - Provide a Technical Account Manager (TAM) to act as a liaison between Contractor and Client. The TAM will be the point of contact for all non "help-desk" related issues and will respond to Client's requests for service or information within a reasonable time frame
4. Remote, web-based user account access to the network through a Virtual Private Network (VPN) or another comparable platform
5. On-call setup and support of Client's workstations
6. Contractor will maintain an accurate inventory of all of Client's hardware and software sorted by each user
7. Wi-Fi Maintenance and Support
8. Encryption for 10 Town laptops

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.

² 10-7-121. Government records kept on computer or removable computer storage media:

(a) (1) Notwithstanding any other law to the contrary, any information required to be kept as a record by any government official may be maintained on a computer or removable computer storage media, including in any appropriate electronic medium, instead of bound books or paper records if the following standards are met:

(A) Such information is available for public inspection, unless it is a confidential record according to law;

(B) Due care is taken to maintain any information that is a public record during the time required by law for retention;

(C) All daily data generated and stored within the computer system shall be copied to computer storage media daily, and the newly created computer storage media more than one (1) week old shall be stored at a location other than at the building where the original is maintained; and (D) The official can provide a paper copy of the information when needed or when requested by a member of the public.



Claris Networks IT Proposal

Response to:

The Town of Farragut

Request for Proposal
For Information Technology Services

December 2, 2015

Claris Networks Point of Contact:

Chuck Spicka

Claris Networks

865-696-7570

cspicka@clarisnetworks.com

SECTION B BASIC SERVICES

OVERVIEW

The professional services sought in this request include a complete organizational hosting solution and management of all aspects of the Town's Information Technology systems.

Phase I shall include the secure migration of all existing Town digital data from existing host to contracted host (migration must not impede the day-to-day operations of the Town of Farragut).

Phase II shall include the management, internal/external, maintenance, and support of the Town's Information Technology data and infrastructure.

PREFERRED CHARACTERISTICS SOUGHT:

- Ability to offer services tailored to the unique needs found in a municipal government organization
- Ability to work in collaboration with Town personnel
- Ability to offer outstanding customer service which may include in-house office hours
- Ability to analyze, problem-solve, and provide short/long term solutions to meet our e-government needs
- Ability to "deliver"

EXISTING TOWN IT INFRASTRUCTURE and SERVICES

- Stable network through a T1 Line
- Secure Cloud Platform
 - 24 – 30 users
 - Local Office & remote offsite file sharing
 - Managed Firewall, content filtering and remote access
 - Dedicated hosted exchange Mailserver
 - Email spam filtering for each user
 - Dedicated Microsoft Office SharePoint server with 100GB storage
 - Managed desktop & helpdesk services for each user
 - Onsite support services
 - IT strategic oversight
- Terminal Server, 40 user access
- SpamSoap, email messaging archive storage and compliance, per user
- 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 Wireless Access Points in Town Hall and one off site Town Park

SPECIFIC NEEDS

Below is an itemized, non-exhaustive list of specific needs for candidate firms to consider when drafting a proposal.

Please provide a general narrative titled "Specific Needs Narrative" outlining how your firm will address EACH of the needs listed below. The candidate firm should also consider and propose alternatives that, in the firm's mind, would be a better solution for the Town of Farragut. Alternatives shall be in addition to addressing specific needs as well as pros and cons to each if relevant.

SPECIFIC NEEDS include:

1. Redundant, secure, backed up, cloud-hosted solution; this includes monitoring and maintenance with a minimum of 2 terabyte storage capacity; OR comparable alternative
2. Email Solution: Ability to backup and archive all emails
3. Seamless integration and cooperation with our current website host
4. Remote User Access
5. Recovery Speed/Scalability: Comparable to Amazon EC2 Standard
6. 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):
 - 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
 - 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
7. 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:
 - Physical Server on-site: Dell R300 standard configured for onsite ARCGIS application
 - Dell T7500 Workstation with Windows 7 Operating System and ArgGIS10 ESRI licensed software and extensions
 - Future Expandability: Cloud hosting solution for ArcServer
 - licensing through Environmental Systems Research Institute (ESRI)
8. System Security in a cloud environment which meets the Federally Adopted Standards
9. Wi-Fi Maintenance and Support
10. Customer Service

- Continuous system monitoring with the ability to provide emergency and non-emergency on-site and remote access problem resolution
 - Set up of new equipment and software upon request
 - Ability to provide in-person office support on a regular and continual basis if necessary
11. Ability to work with our IT Strategic Planning Firm in creating our 5-year IT Strategic Plan (plan creation should commence in January 2016)

CONTRACT TERM

PHASE I (Data Migration):

Seamless migration of all data from our existing service provider to the selected firm shall occur within thirty (30) days of contract execution.

PHASE II (Deployment and Support):

Successful data migration, setup and deployment of all services shall be complete within sixty (60) calendar days of contract execution. The firm shall provide all hosting and maintenance services for a period three (3) years from the date of contract execution with the option to extend the contract for services for two additional three (3) year terms.

It is the policy of the Town of Farragut not to discriminate on the basis of race, color, national origin, age, sex, or disability pursuant to Title VI of the civil Rights Act of 1964, Public Law 93-112 and 101-336 in its hiring, employment practices and programs.

To request accommodations due to disabilities, please call 865-966-7057 in advance of the any meeting.

Response to The Town Of Farragut
Request for Proposal for Information Technology Services
From Claris Networks, 12.4.2015

Section B

Specific Needs Narrative

Claris 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) Claris is providing and will continue during the Term to provide 2TB of Storage

2. Email Solution: Ability to backup and archive all emails
Response: As your MSP, Claris is providing and will continue to provide during the Term Microsoft Exchange for an email solution on a separate server. In addition, Claris is providing and will continue to provide a Core Protection Suite per email user as an anti-spam measure, and an Email/Archive Bundle per user that provides multi-year archiving.

3. Seamless integration and cooperation with our current website host
Response: 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.

4. Remote User Access
Response: Claris is providing and will continue to provide during the Term Remote User Access via SSL VPN (secure socket layer virtual private network), providing access via most web browsers.

5. Recovery Speed/Scalability: Comparable to Amazon EC2 Standard
Response: The Claris Cloud solution is recognized as the 31st largest cloud in the world, in which Amazon EC2 is in the list. So, Claris will provide a scalable solution compliant with the EC2 standard.

6. 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: Claris currently provides and will continue to provide during the Term unlimited off-site and on-site help for all PC issues.

- **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

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 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

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.

7. 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 support 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 HP DL320e is a Claris asset and is being support 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.

8. 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.

9. Wi-Fi Maintenance and Support

Response: Claris is currently supporting and will continue during the Term to support the Towns Wi-Fi. Claris has also made recommendation to move to Aerohive Managed Solution, away from present Meru solution.

10. Customer Service

- Continuous system monitoring with the ability to provide emergency and nonemergency on-site and remote access problem resolution
Response: Claris agrees to continuous system monitoring
- Set up of new equipment and software upon request
Response: Claris agreed 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 is providing and will continue to provide remote and onsite End User support as defined in the attachment to Section I, Claris Networks LLC Service Agreement, paragraph 16. Claris can also provide dedicated onsite staffing solutions for additional fee, if this becomes a requirement for the Town of Farragut.

11. Ability to work with our IT Strategic Planning Firm in creating our 5-year IT Strategic Plan (plan creation should commence in January 2016)

Response: The Technical Account Manager (TAM) will be meeting with the Town on a quarterly basis, and annually will provide a Top-Down Needs Assessment. Additionally, the TAM will work with the Town's IT Strategic Planning Firm to assist in creating the 5 year strategic plan. During quarterly meetings, the TAM will also provide recommendations for new technology, software and e-government delivery solutions.

**SECTION C
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: Clariss Networks, LLC

Authorized Person: DAVE SAGRAVES Signature: 

Title: EVP (Print/Type) Date: 12/4/15

Address: 6100 LONAR DR, KNOXVILLE, TN 37919

Telephone: 865-251-5519 Email: dsagraves@clarissnetworks.com

SECTION D QUALIFICATIONS

IT Services: Qualified firms must demonstrate a history of competence and experience. Firms responding to this request for proposal must have been engaged in IT services as their principal business for at least the past five (5) consecutive years and be licensed to do business in the State of Tennessee. Please provide a "Section D" narrative listing all of your relevant projects/activities for the past 5 years and attach a copy of your TN SoS (or resident state) corporate status and Federal Tax Identification Number.

References: Firms shall provide references for three similar assignments within the past five (5) years. Please provide a "Section D" narrative listing the organization, point of contact name, point of contact title, point of contact information (email and phone #), and name of each project.

Insurance: Firms shall carry a minimum of One Million Dollars (\$1,000,000) professional liability insurance AND indemnify the Town, its employees and agents as additionally insured to protect the Town in case of negligent errors, acts or/and omissions arising from IT services. Please provide a "Section D" narrative indicating your ability to be insured for this project.

Please provide a "Section D" narrative for the following:

Firm Capabilities. The firm shall provide a description of its resources and limitations relative to facilities, staff personnel, on-going projects/contracts, etc.; specifically, what priority it intends to place on this project and how it intends to "staff up" if necessary, should it be chosen as the firm.

Candidate Firm Information.

List firm name, website, address, telephone number

Name of firm's primary contact person(s), email addresses, and telephone number(s)

List firm's total number of employees

List year firm was established

Tax ID#

Proposed Project Team Information

Please provide the names and experience of the personnel who would be assigned to this project if selected.

Response to The Town Of Farragut
Request for Proposal for Information Technology Services
From Claris Networks, 12.4.2015

Section D

Qualifications Narrative

Claris Networks responses below

IT Services/Firm Capabilities:

Claris Networks is the premier information technology (IT) support, cloud computing, managed services and hosted solutions provide for small to medium sized businesses in the East Tennessee Area. For seven consecutive years, Claris has been recognized as one of the top 100 Managed Service Providers in the world. In 2014, Claris was granted the position of the 39th MSP in the world. Claris employs roughly 120 people, many of who 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, CISSP, CCIE, 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 2015, over 12,000 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 one of the largest VMware virtualized network in the US.

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 AM to 7 PM, Monday thru Friday, with on-call technicians available 24x7. Clients can receive help desk support via telephone, email, and via a specialized online portal.

Claris Networks Federal Tax Identification Number: 62-1766704

References:

1. Radio Systems/PetSafe. Chris Chandler, (865) 218-4047, cchandler@petsafe.net
2. Cornerstone of Recovery. Steve McGrew, (865) 898-4467, stevemcgrew@cornerstoneofrecovery.com
3. The Trust Company. Debby Ralls, (865) 673-3576, dralls@thetrust.com

Insurance:

Please see proof of insurance attached. Claris carries \$1,000,000 of professional liability insurance.

Candidate Firm Information:

Claris Networks

www.clarisnetworks.com

6100 Lonas Dr, Knoxville, TN 37909

(865) 251-5555 (main)

Dave Segraves, EVP

dsagraves@clarisnetworks.com

(865) 251-5519 (Dave, direct line)

120 employees

Established 1998

Tax ID: 62-1766704

Proposed Project Team Information:

Kyle McClain, Technical Account Manager, 865-545-5047, kmcclain@clarisnetworks.com

Chuck Spicka, Client Account Manager, 865-696-7570, cspicka@clarisnetworks.com

Chris Walker, Project Manager, 865-545-5011, cwalker@clarisnetworks.com

Dustin Stewart, Service Delivery Manager, 865-545-5050, dstewart@clarisnetworks.com



04718028

**Tennessee Limited Liability Company Annual Report Form**

AR Filing #: 04718028

File online at: <http://TNBear.TN.gov/AR>

FILED: Feb 25, 2015 7:55AM

Due on/Before: 04/01/2015

Reporting Year: 2014

Annual Report Filing Fee Due:

\$300 minimum plus \$50 for each member over 6 to a maximum of \$3000

\$20 additional if changes are made in block 3 to the registered agent/office

This Annual Report has been successfully paid for and filed. Please keep this report for your records.

CC Payment Ref #: 160891152

SOS Control Number: 364765

Limited Liability Company - Domestic

Date Formed: 01/25/1999

Formation Locale: TENNESSEE

(1) Name and Mailing Address:

CLARIS NETWORKS, LLC

6100 LONAS DR

KNOXVILLE, TN 37909-3233

(2) Principal Office Address:

6100 LONAS DR

KNOXVILLE, TN 37909-3233

(3) Registered Agent (RA) and Registered Office (RO) Address:

DAVID J SAGRAVES

6100 LONAS DR

KNOXVILLE, TN 37909-3233

Agent Changed: No

Agent County: KNOX COUNTY

(4) This LLC is (change if incorrect): Director Managed, Manager Managed, X Member Managed, Board Managed (appropriate if formed prior to 1/1/2006 only).

If board, director, or manager managed, provide the names and business addresses, including zip codes, of the governors, directors, or managers (or their equivalent). If governed by the pre-2006 LLC act and board managed, list board members and managers.

Name	Business Address	City, State, Zip

(5) Provide the names and business addresses, including zip codes, of any LLC Officers (if governed by the Revised LLC Act), or their equivalent.

Name	Business Address	City, State, Zip
Lawrence Bodle	6100 LONAS DRIVE	KNOXVILLE, TN 37909
David Sagraves	6100 LONAS DRIVE	KNOXVILLE, TN 37909

(6) Number of members on the date the annual report is executed: 2 This LLC is prohibited from doing business in Tennessee (check if applicable)

(7) Signature: Electronic

(8) Date: 02/25/2015

(9) Type/Print Name Will Akers

(10) Title: Accountant



STATE OF TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services
William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

CINDY RODRIGUEZ
6100 LONAS DRIVE
KNOXVILLE, TN 37909

May 21, 2013

Request Type: Certificate of Existence/Authorization
Request #: 0097855

Issuance Date: 05/21/2013
Copies Requested: 1

Document Receipt

Receipt # : 1055195

Filing Fee: \$22.25

Payment-Credit Card - TennesseeAnytime Online Payment #: 150481196

\$22.25

Regarding: CLARIS NETWORKS, LLC
Filing Type: Limited Liability Company - Domestic
Formation/Qualification Date: 01/25/1999
Status: Active
Duration Term: Perpetual
Business County: KNOX COUNTY

Control # : 364765
Date Formed: 01/25/1999
Formation Locale: TENNESSEE
Inactive Date:

CERTIFICATE OF EXISTENCE

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that effective as of the issuance date noted above

CLARIS NETWORKS, LLC

- * is a Limited Liability Company duly formed under the law of this State with a date of incorporation and duration as given above;
- * has paid all fees, taxes and penalties owed to this State (as reflected in the records of the Secretary of State and the Department of Revenue) which affect the existence/authorization of the business;
- * has filed the most recent corporation annual report required with this office;
- * has appointed a registered agent and registered office in this State;
- * has not filed Articles of Dissolution or Articles of Termination. A decree of judicial dissolution has not been filed.

Tre Hargett
Secretary of State

Processed By: Cert Web User

Verification #: 003076215



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/1/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER William Blount & Associates Inc 9700 Westland Drive Ste 102 Knoxville TN 37922		CONTACT Jan Major PHONE (865) 588-7000 FAX (865) 584-7373 E-MAIL jan@williamsblountinc.com ADDRESS	
INSURED Claris Networks LLC 6100 Lonas Drive Knoxville TN 37909		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Casualty Ins Co of 19046 INSURER B: The Travelers Indemnity Company 25658 INSURER C: Trumbull Insurance Company 27120 INSURER D: Beazley Insurance Company Inc INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER Master 4 1 2015

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLY EFF (MM/DD/YYYY)	POLY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GENL AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER	680-4E398338-15-42	4/1/2015 4/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Blanket Additional Insured \$
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	BA-4E39930A-15-SEL	4/1/2015 4/1/2016	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$ 5000	CUP-4E399452-15-42	4/1/2015 4/1/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	20WECAR3776	4/1/2015 4/1/2016	PER STATUTE OTHER EL EACH ACCIDENT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000
D	Cyber Liability	W14A1A140201	12/28/2014 12/28/2015	\$3,000,000 Aggregate Limit \$25,000 sir \$1,000,000 limit Regulatory

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

gpalmer@townoffarragut.org Town of Farragut Gary Palmer 11408 Municipal Center Drive Farragut, TN 37934	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE W Blount (NB)/JM <i>W Blount</i>
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ACORD 25 (2014/01)

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INS025 (2014/01)

SECTION E EVALUATION FACTORS

The Town will evaluate the proposals based on merit and cost. It is the intent of the Town to choose the firm whose proposal provides the best value to the Town. The Town reserves the right to waive any irregularities, reject any and/or all proposals, in whole or in part, when, in the Town's opinion, such rejection is in the best interests of the Town.

Evaluation Method. The E-Government Team will review each proposal. Its review and evaluation will be based on the following factors:

1. Completeness, accuracy and integrity of the submitted proposal
2. Staffing capacity and experience on similar projects, especially those involving innovation and e-government service delivery
3. Ability to provide the services unique to a municipal government organization particularly the Town of Farragut
4. Proposed fees

Oral Presentations and Interviews. Following the evaluation of the proposals, the Team *may* request firms make an oral presentations and/or be interviewed. If a determination is made that presentations are necessary, the presentations will take place in the Town of Farragut, at a mutually acceptable date and time.

Negotiations. The Town may begin contract negotiations with the firm whose proposal is determined to be most advantageous to the Town. If negotiations with the selected firm fail, negotiations may be initiated with additional firms until an agreement is reached. The Town reserves the right to reject all offers and end the process without executing a contract.

Agreement. If the verbal negotiation escalates to written negotiation, a draft contract for services shall be offered by the Town (See Section I) to the firm for review and acceptance or counter-offer. This RFP will become an integral part of the contract for services and added as an exhibit to the executed contract; however, should the contract terms and RFP language conflict, the terms of the contract shall prevail. Firms may not modify or substitute any elements of the draft contract without prior approval by the Town. The Town reserves the right to accept a proposal, as submitted, and enter directly into a contractual agreement with that selected firm. Accordingly, it is imperative that all submittals contain both the best technical and fee proposals in their initial submission.

Reservations. Submittal of a proposal indicates acceptance of the conditions contained in this request. The Town reserves the right to retain all proposals submitted. All proposals are public record to the extent required by the Tennessee Open Records Act.

**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:

Clarix Networks LLC

Authorized Signature:

[Signature]

Title:

EVP

Date:

12/4/15

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:

Dave Sagraves
Authorized Representative Signature

**Response to The Town Of Farragut
Request for Proposal for Information Technology Services
From Claris Networks, 12.4.2015**

Section H

Fee Proposal Narrative

Claris Networks responses below

Claris Cloud with End User Support, Summary

(please see detail on following pages)

Microsoft Windows Network

Active Directory User Accounts

File and printer sharing

Microsoft Exchange 2010 Email and spam filtering and archive and compliance

Scheduled Nightly backups

2 TB storage allocation across all hosted servers

Site manager antivirus, patch management and inventory

Dedicated Account Team, Technical Account Manager

Unlimited Core Network Administration and Support

Onsite Managed Firewalls + SSL VPN remote access (10 concurrent users)

Local Host Standard, Onsite server – role DC/FP, with on and offsite backups

Unlimited End User Remote and Onsite desktop support

Terminal Server

28 day backup retention

Monthly archiving

Network care for (5) devices, switches, controllers, virtual hosts

Wireless Access Point Care, for (13) devices

MS SQL server standard, unlimited users

On premise content filtering and basic reporting, Global Rules

Incode Server (on Local appliance server)

Public works and main site connection

Pricing Summary

(please see detail on following pages)

Number of Users: 50

Per month, based on 50 users: \$7,889.87

One time setup fee: \$7,889.87

Agreement Term: 36 months

Monthly per user fee: \$157.80



Quotation For:

The Town Of Farragut

Gary Palmer

gpalmer@townoffarragut.org

(865) 966-7057

Date Created: 12/2/2015

Date Expires: 12/30/2015

Term: 36 Months

Claris Representative: Chuck Spicka

Technical Account Manager

A Technical Account Manager is included with every service we deliver. Technical Account Managers, or TAMs for short, serve as high-level IT strategists and help you learn how to get the most out of your network. Where do you want technology in your organization to be in 5 years and how do you get there? The Technical Account Manager's role is to listen to your needs, partner with you to design a long-term technology strategy that will support your business goals and be an advocate for you within our company.

Technical Account Manager Services (included in the services agreement)

- Regular Account and Services Review with status and inventory reports
- Infrastructure and Network Strategic Advice and Planning
- Best Practice Recommendations
- Inquiries and escalations

Does not include:

- Consulting engagements
- Third party vendor management
- Procurement of products or services outside of Claris Networks
- Legal or Regulatory Advisement
- Training
- Security or Incident Management

QTY	Unit Price	Ext Price
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1	\$0.00	\$0.00
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Technical Account Manager per month:		\$0.00
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End User Support

QTY	Unit Price	Ext Price
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Claris End User Support is designed to give your staff the computer assistance it needs to do the jobs you pay them for. Proactive management, including virus remediation and patch management help to keep issues to a minimum. When your users do have problems, our technicians will work with them remotely to get their issues resolved, or we'll send someone onsite if needed. A Technical Account Manager will meet with your executive or management staff at scheduled times to advise them on trends they're seeing in your technology environment and steps we can take together to ensure everything keeps working to its maximum potential.

Included:

- IT support for users and user devices
- Standard 12x5 Support (7am-7pm M-F). Unlimited Help Desk access via email, phone, and portal
- Virus Remediation, patch management and inventory of user devices
- Desktop remote control and shadowing for support

End User Support, per user	50	\$79.99	\$3,999.50
End User Support per month:			\$3,999.50

Infrastructure Care

With Infrastructure Care, Claris technicians will monitor, manage and support your network, storage, and server devices.

Included:

- Monitoring and alerting of devices 24x7
- Device management and configuration
- Maximize uptime and availability
- Performance optimization
- Device upgrades and patch management (firmware/OS)
- Standard 12x5 Support (7am - 7pm M-F). Unlimited expert support for your devices.

Network Care, per device (Switches, WAP, Controllers, Virtual Hosts)	5	\$59.99	\$299.95
Wireless Access Point Care, per device	13	\$49.99	\$649.87
Infrastructure Care per month:			\$949.82

Managed Firewall

QTY	Unit Price	Ext Price
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Firewall management is resource-intensive and requires a high level of expertise to prevent unauthorized access and maximize uptime and availability. Devices must be provisioned, deployed, upgraded and patched to keep up with the latest threats. Security policies and configurations must be updated to ensure appropriate access controls are consistent with changing business environments. Network traffic must be monitored continuously to identify and respond to threats before damage is done.

Claris Managed Firewall service provides the hardware, 24x7 firewall administration, log monitoring, and response to security and device health events.

Included:

- Install and Configuration: Device configuration, installation, maintenance, and repair.
- Configuration Management: Device configurations are backed up so changes are not lost if an outage occurs.
- Change Management: Network moves, adds or changes are managed for you.
- Hardware Replacement: We will replace the hardware if it should ever fail.
- Security: Protection to block unwanted Internet traffic and unauthorized user access to your network.
- 24x7x365 Monitoring and Alerting: We are constantly monitoring performance, availability and device health.
- Standard 12x5 Support (7am - 7pm M-F). Customer support maintains, troubleshoots, and protects your network.

Standard Managed Firewall

- Designed for locations with less than 50 employees and up to 50Mbps of WAN connectivity

2 \$169.99 \$339.98

Managed Firewall per month: \$339.98

Access

There are two fundamental elements your data; you need to be able to access it and it needs to be secure. The cloud access component facilitates just that. Through cloud access we provide IP addresses and domain naming that allows you to reach the data and applications you've put in the cloud. We can also provide access via virtual private networking; either traditionally, or by the use of SSL VPNs. On top of all that we protect your data using the latest in multi-tier firewall and intrusion prevention system technologies to help make sure your data is protected.

QTY Unit Price Ext Price

Included at no charge:

- Multi-tiered Firewalls in the Cloud
- Intrusion Prevention System
- Cloud Network Infrastructure
- Two (2) public IPv4 Addresses
- Five (5) Site-to-Site IPSEC VPN connections from the Cloud
- 24x7x365 management and monitoring of cloud access components
- DNS Hosting

1 \$0.00 \$0.00

Optional Components:

- 10 Concurrent SSL VPN Users
- Redundant Cloud Internet Bandwidth In 5 MB Increments
- 1 SSL Certs (3 year)

1 \$99.99 \$99.99
2 \$99.99 \$199.98
1 \$24.99 \$24.99

1 UCC Cert (3 year)

1

\$44.99

\$44.99

Access per month:

\$369.95

Cloud

Leverage the savings, scalability, security and resiliency of cloud technologies in the Claris Cloud. We partner with Microsoft, VMware, Cisco, Dell and HP to deliver IT services to your business your way. Our comprehensive multi-tiered cloud infrastructure is built on a set of predefined services with flexible support levels designed to meet your needs. The Claris Cloud delivers a cost effective, scalable enterprise-class computing environment to run your business.

QTY

Unit Price

Ext Price

Base Cloud Infrastructure Components

1

\$699.99

\$699.99

Includes:

- 3 Servers – These servers are the starting point of your cloud environment.
- 1 TB of storage – Disk space that can be used between all of the servers in your cloud environment
- Basic web hosting with 1GB of storage
- Nightly backups of the cloud server environment with a 7 day retention

Cloud, Per User

50

\$49.99

\$2,499.50

Support for services delivered from the Cloud
(does not include desktop support)

Includes:

- Antivirus and patch management of cloud servers (Windows only)
- Support, management, and administration of cloud servers
- Technical Account Manager with scheduled meetings

Optional Components

Database Servers

Microsoft SQL Server is a relational database management system whose primary function is to store and retrieve data as requested by other software applications, be it those on the same server or those running on another computer across a network (including the Internet). There are different editions of Microsoft SQL Server aimed at different audiences and for different workloads.

Microsoft SQL Server Std / Basic VM Config, per server (unlimited users)

1

\$399.99

\$399.99

Email Servers

Microsoft Exchange Server is a collaborative enterprise server application that is the global standard for business email systems. Exchange server provides robust platform for email, calendaring, and unified messaging and is closely aligned with the Microsoft Office wave of products, which together deliver a best-in-class messaging and collaboration solution.

Microsoft Exchange Server VM(s)

1

\$99.99

\$99.99

Microsoft Exchange, per user (customer must provide own copy of Outlook)

50

\$4.99

\$249.50

Remote Desktop Services

Remote Desktop Services (RDS) is an umbrella term for features of Microsoft Windows Server that allow users to remotely access graphical desktops and Windows applications. Remote Desktop Services applications and desktops can be accessed from a variety of client devices, operating systems, and form factors, as well as HTML 5 browsers and Java clients.

Microsoft Remote Desktop Server VM(s)	1	\$129.99	\$129.99
Microsoft RDS, per user	50	\$10.99	\$549.50
Microsoft Client Applications for use on RDS or Citrix Servers			
Microsoft Office Standard, per user	50	\$15.99	\$799.50
Backup Retention Schedule Upgrade			
Options to increase the number of days backup sets of data in the cloud are retained			
28 Day Backup Retention	1	\$159.99	\$159.99
Archiving Services			
A complete snapshot of your data and servers are archived to media and sent to you at various intervals.			
Monthly Archiving	1	\$399.99	\$399.99
Storage Upgrades			
Additional storage for your cloud services			
100GB Primary Storage and Backup	10	\$49.99	\$499.90
Cloud per month:			\$6,487.84

Hybrid Cloud Add-on

Sometimes constraints with compliance, applications, or infrastructure requires some applications to remain onsite. The Hybrid Cloud Add-on combines the Claris Cloud with local onsite cloud components and makes them work as one.

Local Host Standard - 4TB	1	\$299.99	\$299.99
Local Host High Performance - 4 TB	0	\$699.99	\$0.00
Onsite VM	2	\$29.99	\$59.98
- Includes backup, Windows license, monitoring, support, virtualization			
Offsite Backup/Replication Options			
Offsite Backup Copy, per protected VM	2	\$34.99	\$69.98
Hybrid Cloud per month:			\$429.95

Content Control

QTY	Unit Price	Ext Price
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Email and Web browsing are the two most common infiltration points to a network. Protecting these points of entry is crucial to safeguarding your data.

Claris email protection delivers email security the way you want it. Going beyond anti-spam and malware protection we integrate data loss prevention technology, content-based policy enforcement, and continuity services to ensure email access during server outages.

Claris' web protection protects users from malware, botnets and phishing, and allows you to enforce acceptable use policies regarding internet access.

Email Protection - Spam, Virus and Content Management

Core Protection Suite (Inbound, Outbound, Continuity), per user	50	\$3.99	\$199.50
Email/Archive Bundle - Multi-year (in, out, continuity, archive), per user	50	\$8.99	\$449.50

Web

On premise content filtering and basic reporting, per user (Global Rules)	50	\$1.09	\$54.50
Content Control per month:			\$703.50

EndPoint Security

Secure endpoint workstations, laptops, and servers with encryption and security measures.

Desktops, Laptops, and Removable Media

Antivirus, per device	50	\$1.19	\$59.50
End Point Security per month:			\$59.50

Total Monthly Fee - Before Tax: \$13,340.04

Discount: (\$5,450.17)

Total Monthly Fee - After Discount/Before Tax: \$7,889.87

Optional ACH Payment Discount: (\$118.35)

Total Monthly Fee with optional ACH Payment Discount - Before Tax: \$7,771.52

Minimum Usage Guarantee (MUG - minimum monthly amount for the contract term): \$5,917.40

Total Setup Fees - Before Tax (setup fees paid before work begins): \$7,889.87

Block of Hours

Pre-Paid block of hours for various types IT support (8-5 M-F, excluding holidays)

QTY	Hourly Price	Ext Price
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Standard Block of Hours

A cost effective IT support option for customers who prefer to pay for IT Support Services when required or to address support issues not covered by active agreements. This block covers basic support and troubleshooting. All support work is recorded to the minute and unused pre-paid hours will not expire.

First Block of 5 Hours

1 \$0.00 \$0.00

Block of 15 Hours

0 \$145.00 \$0.00

Block of 25 Hours

0 \$135.00 \$0.00

Block of 50 Hours

0 \$125.00 \$0.00

Block of 75 Hours

0 \$115.00 \$0.00

Block of 100 Hours

0 \$105.00 \$0.00

Total Fee for Block of hours: \$0.00

- (g) VPN Connections. Administration of site to site VPN connections beyond five (5) connections will be billed to the Block of Hours. Customer may purchase VPN support if necessary.

**CLARIS NETWORKS, LLC
SERVICE LEVEL AGREEMENT**

1. General Requirements. The Service Level Agreement ("SLA") shall apply to the Services selected on the Proposal; provided, however, this SLA shall not apply to (a) Consulting Services, (b) Block of Support Hours, and (c) Standalone SpamSoap and Antivirus Management Services, whether or not such Services are set forth on the Proposal. This SLA defines the commitment for acknowledgement and resolution of technical issues based on the Support Option chosen on the Proposal. Claris reserves the right to amend the SLA at any time.
2. Notification of Events. The following shall apply to all Claris Services under this SLA:
 - Automatic critical alerts will notify Claris during normal operating hours.
 - Inbound support calls, emails or portal requests will notify Claris during normal operating hours.
 - Response times vary according to type of event and severity. Please see schedules for each level of severity.
3. Hours. Normal operating hours are 7 a.m. to 7 p.m. EST, Monday through Friday, excluding holidays.
4. Software Updates and Maintenance. In the normal course of operations, updates and changes must be made to the Claris 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. Normal maintenance windows are scheduled for every Saturday night starting at 11:00 p.m. EST and ending at 6:00 a.m. EST. In certain emergency situations the maintenance window may be moved up to another day at the sole discretion of Claris.
5. 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. Customer will have the option to decline patches to certain or all systems. Claris may not provide patch management support for any software outside of the supported Microsoft products supported or provided in Service(s).
6. Availability. Claris's availability goal for Virtual Server and the Cloud is 99.99% uptime and is measured in a 365 day/year calendar, excluding maintenance windows, whether scheduled or emergency. Claris does not have an availability goal for any Services other than the Services mentioned in the preceding sentence.
7. Service Level Credits. If during the course of providing the Service(s), Claris fails to meet the Support Level Requirements identified in the chart below more than three (3) times in a six (6) month period ("Service Level Default") 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 ("Service Level Credits") up to a maximum of one (1) month of fees. 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. "Support Level Requirements" means the response time requirements on the chart below or the uptime requirements specified in Section 6 of this SLA. A Service Level Default is not a breach of this Agreement.
8. Support Service Level. Claris shall provide maintenance and support services and shall respond to service requests and correct failures in accordance with the chosen support option, Business Standard or Business Extended, listed on the Proposal and severity level reasonably assigned by Claris. Project, consulting or other Block of Hours services are not part of the Service Level Agreement. The schedule for support is as follows:



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Business Impact

Severity

Examples

			Block of Support Hours
Priority 1 - Critical	7am to 7pm EST – business hours -15 min response -1 hr remote support 7pm to 7am EST – after hours -No SLA services	7am to 7pm EST – business hours -15 min response -1 hr remote support 7pm to 7am EST – after hours -30 min response -1 hr remote support	7am to 7pm EST – business hours -Best Effort 7pm to 7am EST – after hours -No SLA services
Priority 2 - High	7am to 7pm EST – business hours -30 min response -1 hr remote support 7pm to 7am EST – after hours -No SLA services	7am to 7pm EST – business hours -30 min response -1 hr remote support 7pm to 7am EST – after hours -30 min response -2 hr remote support	7am to 7pm EST – business hours -Best Effort 7pm to 7am EST – after hours -No SLA services
Priority 3 - Normal	7am to 7pm EST – business hours -2 hr response -4 hr remote support 7pm to 7am EST – after hours -No SLA services	7am to 7pm EST – business hours -2 hr response -4 hr remote support 7pm to 7am EST – after hours -No SLA services	7am to 7pm EST – business hours -No SLA services 7pm to 7am EST – after hours -No SLA services
Priority 4 - Low	7am to 7pm EST – business hours -same day response if received by 5pm -next day remote support 7pm to 7am EST – after hours -No SLA services	7am to 7pm EST – business hours -same day response if received by 5pm -next day remote support 7pm to 7am EST – after hours -No SLA services	7am to 7pm EST – business hours -No SLA services 7pm to 7am EST – after hours -No SLA services



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Priority 1 - Critical	High Major business processes are stopped	High Entire organization is affected	<i>Phone system failure; email server down; EMR/ERP line of business application system unavailable.</i>
Priority 2 - High	High Major business processes are stopped	Medium/Low Impact is limited to departments, a group of users or a single user for whom the service is critical to performing job duties.	<i>Performance degraded for remote users only, phone system down for the Sales Department; medical claim filing clerk cannot print.</i>
Priority 3 - Normal	Medium Business is degraded, but there is a reasonable workaround	Medium/Low Impact is limited to departments, a group of users or a single user for whom the service is critical to performing job duties.	<i>One individual's computer crashes daily; Outlook is running slow for two users; unable to access websites that are used for business; backup restore request.</i>
Priority 3 - Normal	Low More of an irritation or inconvenience than a work stoppage	High/Medium Entire organization or groups of users are impacted	<i>One network printer offline; wireless access drops at one spot; slow internet download speed. Requests for moves, adds, and changes may also be considered as a part of this category.</i>
Priority 4 - Low	Low More of an irritation or inconvenience than a work stoppage	Low One user or a small group of users is affected	<i>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 basic level requests.</i>

By signing you acknowledge that you have read, accepted and agree to be bound by the terms and conditions of this Services Proposal, Agreement and SLA.



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ATTACHMENT C

SECTION I

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

Claris 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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ATTACHMENT C

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 Piche, 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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Claris shall increase resources to reach adequate services levels.

6. Travel and Expenses. [Intentionally deleted.]

7. Availability Goal. As provided in Article IX below, Claris 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 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.

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. Claris may depend on any number of third party carriers (ATT, Pastec, 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 SecureCloud 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.

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 Claris 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 Claris in writing. The server operating system should be patched and have anti-virus software installed. 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.

2. Helpdesk Support Restrictions for SecureData. SecureData support is strictly remote support. Hardware support is limited to a Claris-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 Claris 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 Claris' customer care. Claris assisted restoration is limited to one (1) time per month. Additional Claris assisted restoration will be billed hourly. Customer managed restoration is unlimited. Claris will bill Customer hourly to copy data to a removable hard drive provided by Claris 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 Claris 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. Claris' restoration services are limited to providing the data to Customer. Claris neither guarantees nor warrants the integrity of said data but will make commercially reasonable efforts to store and provide said data to Customer. Claris 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. Claris shall not be liable for the integrity, restoration time, or restore process of this data. Claris 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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ATTACHMENT C

- 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.	
SEVERITY - BUSINESS STANDARD		
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.		
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	
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.		
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 *fee* 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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ATTACHMENT D

The Town of Farragut
Network Refresh, associated with Renewal
January 19, 2016

Estimate Background and Description

This document is intended to estimate the labor and technical proficiency required to implement specific services. This is a best effort, good faith estimate and shall not exceed \$7,890.00.

1. Project Scope

In accordance with the submitted November 2015 Professional IT Services proposal, Claris Networks included a one-time setup fee for The Town of Farragut to accomplish tasks associated with refreshing the network. This work will include replacing firewalls, taking a deep dive into virtual server infrastructure to insure optimum performance (adding 2nd Terminal server and session broker), especially the local host which may need to be changed. We will also walk through the monthly archiving rhythm, and consider and make changes as needed to Active Directory, GPO, File Structure and Printing.

2. High-Level Constraints (Scope)

- Scope of Work: (high level tasks)
 - Project Management and Coordination
 - Deep Dive into local host, possible replacement
 - Review Virtual Server builds, Windows environment
 - Add additional Terminal Server and Session Broker
 - Replace Local Host as needed to accommodate change
 - Review and make changes to Active Directory
 - Group Policy and Permissions
 - AD structure
 - Replace Main Firewall and Public Works firewall
 - Replace UPS
 - Claris will do installation for the AP

3. Estimated Cost of Labor:

Project will be a fixed fee, as part of the renewal.

☐ Fixed fee, as part of renewal agreement, \$7,889.87

AGENDA NUMBER VI. B.

MEETING DATE March 10, 2016

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Gary Palmer

SUBJECT: Approval of Stormwater Advisory Committee By-Law and Charter Amendments

DISCUSSION:

The information will be emailed out on Monday.

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Sue Stuhl, Parks and Leisure Services Director

SUBJECT: Entrance, Park & Wayfinding Signage – Contract 2016-11

INTRODUCTION: The purpose of this agenda items is to approve a bid for the production of entrance, park and wayfinding signage with the new Town logo.

BACKGROUND: In 2015 the Board of Mayor and Aldermen approved a new logo and tag line for the Town. This was the result of recommendations from a branding committee that worked with a consultant for over a year. That work included data collection from a variety of sources and data comparison with other cities. During this process, members of the Farragut community were asked to participate in interviews, the community at large was asked to complete a survey, visitors to the Town were interviewed and members of the communities outside the Town were surveyed. As a result of the multitude of data collected, the tagline and logo were presented in a workshop form to the board and the public and ultimately approved by the BMA.

Besides the new logo and tag line, the consultant produced an implementation plan with recommendations on how to move forward with the project. Two of the 15 brand action ideas to tackle first were to change Town signage to be inclusive of the approved logo.

DISCUSSION: This contract includes the production and delivery of 16 signs (see attached):

- Seven (7) Park Entrance Signs (4 single sided and 3 double sided): HDU with sandblasted faux wood grain with raised graphics
- One (1) Town Hall/Farragut Museum Sign: HDU with sandblasted faux wood grain with raised graphics
- Three (3) Welcome/Town Entrance Signs (commuter lot, Watt Road and Kingston Pike): HDU with sandblasted faux wood grain with raised graphics
- One (1) Internal Park Sign for John Evans Soccer Complex (double sided 2' x 2'): HDU with sandblasted faux wood grain with raised graphics
- One (1) Outdoor Classroom Sign (double sided): HDU with sandblasted faux wood grain with raised graphics
- Three (3) Wayfinding Signs (Campbell Station Road) : Aluminum high intensity prismatic

Fourteen of the new signs will be placed at the exact location of the current signs and an additional 2 signs – one wayfinding between the interstate and Grigsby Chapel Road and the Outdoor Classroom – will be a new location. All the park signs will use the stone pillars/bases that currently exist. The pillars/base at the Town Hall will be replaced and a new pillar/base will be added at the outdoor classroom. The public works department will be responsible for having the pillars constructed and for installing all the signs.

The Town received five (5) bids for this project:

Waybaytay Holding dba Signs, Etc.: \$22,500
Graphic Creations: \$31,360
Complete Signs: \$41,890
Jarvis Award Sign & Flag Company: \$42,191
Knight Sign Industries: \$43,303

The apparent low bidder, Waybaytay Holdings dba Signs, Etc. withdrew their bid after realizing that they had quoted the wrong numbers. The next lowest bid was from Graphic Creations - a Knoxville sign company whose owner lives in Farragut. We have been working with Graphic Creations for several years on other sign needs and they have done an excellent job for us.

FINANCIAL SECTION: (if needed)

Account Number: Town Hall Entrance Sign 41800-266

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Expenditures to Date</u>	<u>Remaining Amount</u>
\$10,000	\$9,000	\$0	\$1,000

Account Number: Park & Entrance Signs 41900-937

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$30,000	\$22,369	\$0	\$7,631

Approved By: 

RECOMMENDATION BY: Sue Stuhl, Parks and Leisure Services Director

PROPOSED MOTION: Approval of Contract 2016-11 for Entrance, Park and Wayfinding Signage to Graphic Creations at a cost of \$31,369.

BOARD ACTION:

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

<u>VOTE/TOTAL</u>	<u>LAMARCHE</u>	<u>MARKLI</u>	<u>PINCHOK</u>	<u>POVLIN</u>	<u>MCGILL</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

Town of Farragut - Entrance and Park Signage

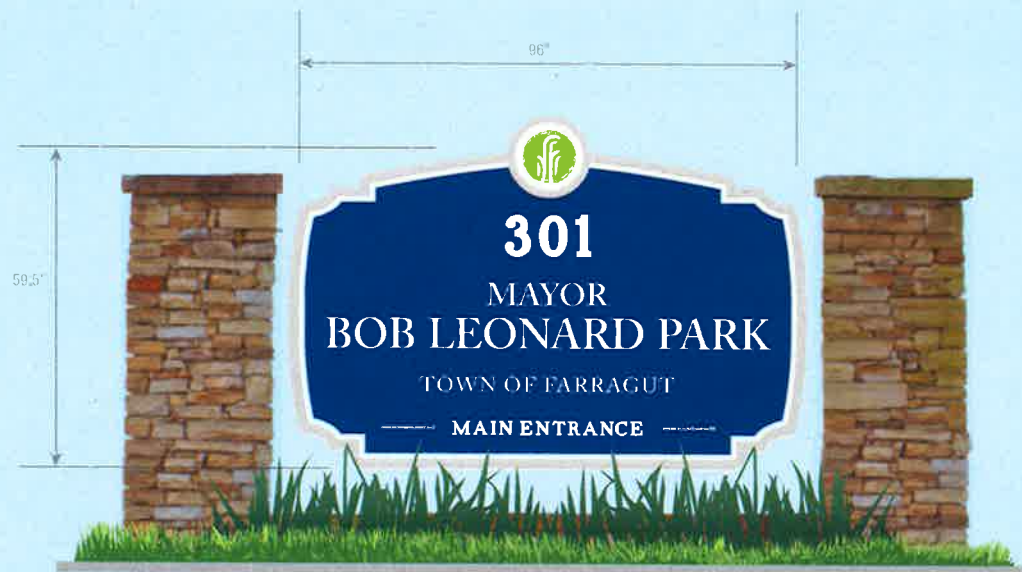
HDU

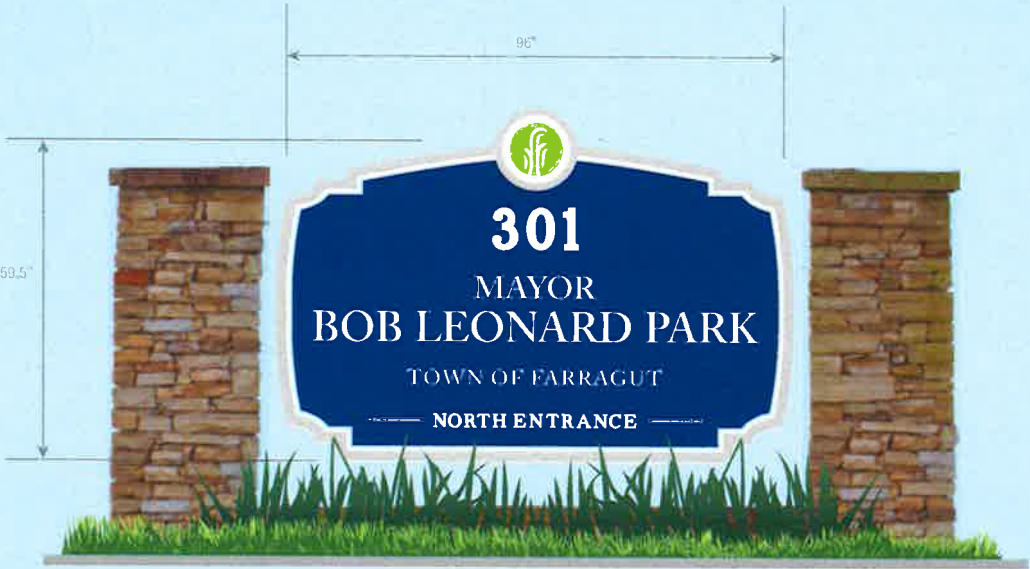
Sign #	Sign Name	Size	Single or Double Sided	# of Signs
1	Mayor Bob Leonard Park - Main Entrance	W 96" x H 59.5"	Double Sided	1
2	Mayor Bob Leonard Park - North Entrance	W 96" x H 59.5"	Single Sided	1
3	Mayor Bob Leonard Park - Harrison Rd Entrance	W 96" x H 59.5"	Single Sided	1
14	Wayfinding Sign - John H Evans Soccer Complex	W 24" x H 24"	Double Sided	1
4	Founders Park/Library	W 96" x H 59.5"	Double Sided	1
5	McFee Park - Main Entrance	W 96" x H 48"	Double Sided	1
6	Anchor Park - Main Entrance	W 96" x H 48"	Single Sided	1
7	Anchor Park - West Entrance	W 96" x H 48"	Single Sided	1
8	Farragut Town Hall/Farragut Museum	W 96" x H 59.5"	Single Sided	1
9	Welcome - Larger (with Tagline)	W 96" x H 48"	Single Sided	1
10	Welcome - Smaller	W 72" x H 48"	Single Sided	2
11	Outdoor Classroom - FHS	W 96" x H 48"	Double Sided	1
	Aluminum			
	Sign Name	Size	Single or Double Sided	# of Signs
12	Wayfinding - Farragut Town Hall & Museum (Straight Arrow)	W 24" x H 36"	Single Sided	2
13	Wayfinding - Farragut Town Hall & Museum (Right Arrow)	W 24" x H 36"	Single Sided	1

Park Signage

Mayor Bob Leonard Park - Main Entrance

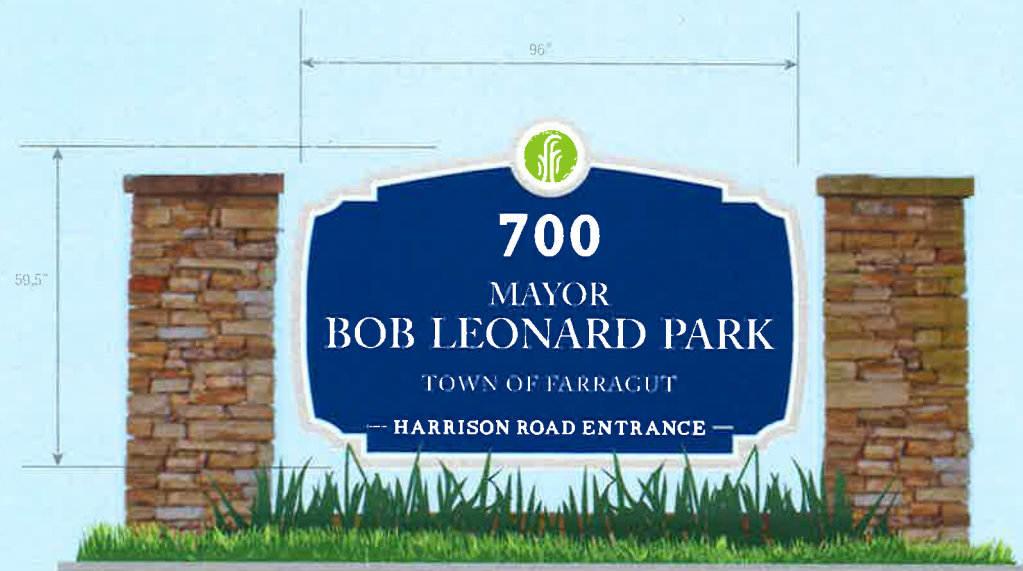
1





Mayor Bob Leonard Park - Harrison Road Entrance

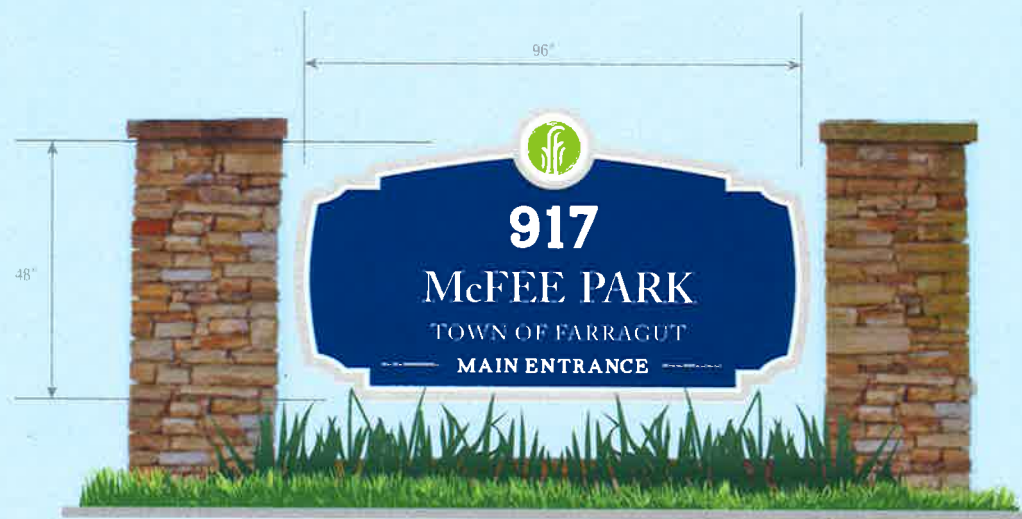
3





McFee Park - Main Entrance

5



Anchor Park - Main Entrance

6



Anchor Park - West Entrance

7



Town Hall Signage



Welcome Signage

Welcome - Larger (with Tagline)

9



Welcome - Smaller (Text Only)

10



Wayfinding Signage

Wayfinding Signs

12

13

14



Outdoor Classroom / Farragut High School (4' x 8' Sign)

11



Color Swatches



PMS 7469 U



PMS Warm Gray 2 U



PMS 376 U



Lettering White

REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY:** Gary Palmer, Assistant Town Administrator**SUBJECT:** Permit Fee Waiver for Knox County Sheriff's Office (KCSO) Turkey Creek Sub Station Build Out

INTRODUCTION: As you know the KCSO is opening a sub station in Turkey Creek next to Buffalo Wild Wings. In accordance with our regulations they must apply for the required building permits in order to occupy the space.

KCSO is requesting the Town waive all fees related to the improvement and occupancy of this space (~\$300).

DISCUSSION: The Board of Mayor and Aldermen adopts the fee schedule annually. Thus, only the Board of Mayor and Aldermen can waive these fees.

RECOMMENDATION BY: Gary Palmer, Assistant Town Administrator

PROPOSED MOTION: To approve the waiver for Knox County Sheriff's Office for all fees associated with the improvement and occupancy of the Turkey Creek KCSO sub-station.

BOARD ACTION:

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

<u>VOTE/TOTAL</u>	<u>LAMARCHE</u>	<u>MARKLI</u>	<u>PINCHOK</u>	<u>POVLIN</u>	<u>MCGILL</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

NOTE: Supplemental information associated with Ordinances 16-04, 16-05, and 16-06 include the following:

- 1) The second workshop draft that was presented to the planning commission on January 21, 2016. This includes commentary that should clarify certain aspects of what is included in these ordinances and how the language evolved over time; and
- 2) Existing and proposed language for each ordinance. Where an entire section is being replaced (as in the case of the S-1 Zoning District and the Elderly Housing section in Chapter 4) the staff has included the existing wording that is being replaced.

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Ordinance 16-04, an ordinance to amend the text of the Farragut Zoning Ordinance, Ordinance 86-16, as amended, pursuant to authority granted by section 13-4-201, Tennessee Code Annotated, by amending Chapter 2. Definitions, to change the definitions referencing elderly housing and provide for new definitions

INTRODUCTION: As part of a larger effort to revisit the Town's provisions for elderly care facilities, the staff worked with the planning commission and professionals in the field of elderly care to update existing definitions in the zoning ordinance so the definitions would be more in line with current terminology that is used in the elderly care profession and the Tennessee Department of Health, which licenses these facilities. These amendments were discussed at two planning commission workshop sessions.

In this ordinance the existing terms "Elderly Housing" and "Elderly Housing Unit," which have been synonymous with assisted living, are being replaced with two new terms, "Assisted-Care Living Facility" and "Assisted-Care Living Facility Resident." These new terms are from the State of Tennessee Department of Health. Also included in Ordinance 16-04 is a definition from the State of Tennessee Department of Health for "Primarily Aged Persons."

In addition to updating the definition for assisted living facilities, Ordinance 16-04 includes two new terms that address elderly care type projects. Those new terms are "Independent Living and Care Facility" and "Senior Living Community." These terms relate to facilities for more independent persons and/or larger developments with a mixture of assisted or nursing care and more independent facilities. The Town's existing definitions for "Nursing Home" and "Nursing Home Facility" are not being changed at this time since they are still current.

The staff is updating some other definitions in Chapter 2 which previously referenced elderly housing so that they now reference assisted-care living facility. This is why the terms "Boarding House," "Dwelling," and "Dwelling Unit," are included in Section 2.

DISCUSSION: The requested amendments to Chapter 2 are necessary as part of the amendments to Chapters 3 and 4 of the zoning ordinance that are contained in Ordinances 16-05 and 16-06. This helps to ensure that all of the ordinance language is consistent and clear in its application.

RECOMMENDATION BY: At their meeting on February 18, 2016, the planning commission reviewed this request and recommended approval of Ordinance 16-04. The staff also recommends approval of Ordinance 16-04 on first reading.

PROPOSED MOTION: To approve Ordinance 16-04 on first reading.

BOARD ACTION:

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

<u>VOTE/TOTAL</u>	<u>LAMARCHE</u>	<u>MARKLI</u>	<u>PINCHOK</u>	<u>POVLIN</u>	<u>MCGILL</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

ORDINANCE 16-04 – EXISTING AND PROPOSED LANGUAGE

Chapter 2. Existing Definitions – Modified and Deleted

Boarding house: A building containing two (2) or more lodging units where, for compensation and by prearrangement for definite but relatively short-term periods, meals are provided. ~~Elderly housing~~ *Assisted-care living facility* shall not be considered as a boarding house. Such uses are permitted only in those zones permitting hotels or motels.

Dwelling: A building containing one (1) or more dwelling units. A dwelling does not include hotels, motels, boarding houses, ~~elderly housing~~ *assisted-care living facility*, nursing homes, mobile homes, or rooming houses.

Dwelling unit: One (1) or more rooms designed as an independent living facility for no more than one (1) family. A dwelling unit shall have permanent provisions for living, sleeping, cooking, and sanitation. A dwelling unit shall be distinguished from an ~~elderly housing unit~~ *assisted-care living unit*, lodging unit, and nursing home unit.

~~Elderly housing: The grouping or clustering of three (3) or more attached elderly housing units or attached single-family dwelling units. Elderly housing is intended for occupancy primarily by nontransient persons who are sixty (60) years of age or older. Elderly housing shall include central dining and kitchen facilities.~~

~~Elderly housing unit: One (1) or more rooms, with a kitchen or kitchenette, including a bath, designed for nontransient occupancy primarily by persons who are sixty (60) years of age or older. An elderly housing unit shall be distinguished from a dwelling unit or lodging unit.~~

Chapter 2. New Definitions

Assisted-Care Living Facility: A building, establishment, complex or distinct part thereof that accepts primarily aged persons for domiciliary care and services. Such facilities are licensed by the State of Tennessee. The parcel or tract of land and the units within the facility shall remain under single ownership so that individual units are not transferrable in fee simple.

Assisted-Care Living Facility Resident: Primarily an aged person who requires domiciliary care, and who upon admission to the facility, if not ambulatory, is capable of self-transfer from the bed to a wheelchair or similar device and is capable of propelling such wheelchair or similar device independently. Such a resident may require one or more of the following services: room and board, assistance with non-medical activities of daily living, administration of typically self-administered medications, and medical services subject to the limitations of these rules.

Independent Living and Care Facility: A residential use that could be single-family detached or attached to house older persons who are frail but not infirmed that require a lower level assistance than residents in assisted care living facilities. Independent living residents do not require assistance or acute nursing home care but rather receive limited services including, but not

restricted to nursing care, meals, housekeeping, social programs, daily maintenance and other services. Such homes may be licensed by the State of Tennessee as homes for the aged and are intended to be residential in character and will generate lower levels of impact than traditional residential units. Independent care facilities may be part of a Senior Living Community. The parcel or tract of land and the units within the facility shall remain under single ownership so that individual units are not transferrable in fee simple.

Primarily Aged Persons: A minimum of fifty-one percent (51%) of the population of the facility is at least sixty- two (62) years of age.

Senior Living Community: A specified combination of residential uses that shall include a minimum combination of at least two of the following three uses: Independent Living and Care Facility, Assisted Care Living Facility, and Nursing Home Unit, where the average length of stay in these type facilities is more than 45 days. At least one of such facilities must be State-licensed. Other non-residential uses may be included in this type of development when integrally designed to be compatible and accessory to the primary uses and intent of the development as a whole. The parcel or tract of land and the units within the facility shall remain under single ownership so that individual units are not transferrable in fee simple.

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Ordinance 16-05, an ordinance to amend the text of the Farragut Zoning Ordinance, Ordinance 86-16, as amended, pursuant to authority granted by Section 13-4-201, Tennessee Code Annotated, by amending Chapter 3. Specific District Regulations, Section XX., Community Service District (S-1), to provide for new provisions, and Sections XI., Multi-Family Residential District (R-6), XII., General Commercial District (C-1), and XXVIII., Open Space Multi-Family Residential Overlay (OSMFR), to change the permitted uses

INTRODUCTION: Ordinance 16-05 involves proposed amendments to Chapter 3 of the zoning ordinance. Chapter 3 provides for the different zoning districts in the Town. During the past few years the Town has received requests for assisted living developments on properties that would require a rezoning. The only districts that provided for assisted living projects were the Multi-Family Residential Districts (R-6 and R-6/OSMFR) and the General Commercial District (C-1).

This limitation adversely affected assisted living requests because there was a concern that other, perceived less desirable, uses permitted in the zoning district may be constructed rather than an assisted living development. After discussing this with the planning commission at a number of workshop sessions, the desired direction was to provide for low impact elderly care type uses in a zoning district that was largely institutional in nature and that could transition well with abutting residential developments. The Town's existing Community Service (S-1) Zoning District was selected because, as noted in the Comprehensive Land Use Plan (CLUP), it is the zoning district most consistent with a Civic/Institutional land use.

DISCUSSION: Ordinance 16-05 primarily involves the replacement of the existing provisions in the S-1 Zoning District with new provisions. These new provisions are more consistent with the policies and guidelines encouraged in the CLUP and the Architectural Design Standards (ADS). There are provisions for greater flexibility in setbacks, transition areas, streetscape and outdoor open space, connectivity, and low impact development. The proposed S-1 language helps to blend certain key policies and strategies with the Town's regulations. Rather than re-naming the S-1 Zoning District, the staff and the commission recommended to leave the title unchanged so that the properties that are zoned S-1 will not need to be rezoned.

In relation to the multi-family residential zoning districts, elderly and group housing and nursing homes have been removed as permitted uses as part of Ordinance 16-05. There is no need to provide these uses in the multi-family residential districts if they are provided for in a transitional zoning district such as the S-1.

In the C-1 Zoning District, elderly housing (now referred to as assisted-care living facilities) and nursing homes have been retained as permitted uses. The assisted living and nursing home facilities that currently exist in the town are on properties that are zoned C-1. Removing such uses from the C-1 Zoning District would create non-conforming uses which would not be desirable.

RECOMMENDATION BY: At their meeting on February 18, 2016, the planning commission reviewed this request and recommended approval of Ordinance 16-05. The staff also recommends approval of Ordinance 16-05 on first reading. As noted above, this ordinance helps advance the provisions of the CLUP and the ADS.

PROPOSED MOTION: To approve Ordinance 16-05 on first reading.

BOARD ACTION:

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

<u>VOTE/TOTAL</u>	<u>LAMARCHE</u>	<u>MARKLI</u>	<u>PINCHOK</u>	<u>POVLIN</u>	<u>MCGILL</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

ORDINANCE 16-05 – EXISTING AND PROPOSED LANGUAGE

CHAPTER 3. - SPECIFIC DISTRICT REGULATIONS

XI. - Multi-family residential district (R-6).

- A. General description. Consistent with adopted plans and policies of the Town, this district is intended primarily to provide for the development of multi-family developments, such as apartments and group housing facilities. This district shall serve as a transition area between more intense land uses or major roads and less intense land uses. These areas should be free from severe natural environmental limitations and provide access to a street having a designated classification of arterial, or a street which is not interior to a subdivision and which directly accesses a street having a designated classification of arterial. The street on which the development accesses must also meet the minimum design standards established in the Farragut Subdivision Regulations.
- B. Permitted uses and structures.
1. Apartment buildings.
 2. Recreational facilities and open spaces which are developed as an integral part of the development.
 3. ~~Elderly and group housing as regulated in Chapter 4.~~
 4. ~~Nursing homes as regulated in Chapter 4.~~
 5. Day care facilities as regulated in Chapter 4.
 6. Schools, public and private, and churches and other places of worship provided the following development criteria are met:
 - a. Access shall be directly to a street having a designated classification of local collector or greater, or a local street which is not interior to a subdivision. The street on which the school or church accesses must meet the minimum design standards established in the Farragut Subdivision Regulations.
 - b. There shall be a minimum lot size of five (5) acres.
 - c. There shall be a buffer strip which meets the following minimum development criteria:
 - 1) The buffer strip shall be a minimum of twenty-five (25) feet in width on all side and rear property lines;
 - 2) Existing, mature vegetation shall be preserved and incorporated into the buffer strip;
 - 3) No grading shall occur in the buffer strip; and
 - 4) Detention basins, measured from top-of-slope to top-of-slope, and associated structures shall not be located within any buffer strips.
 - d. The following setback requirements are met:
 - 1) Front yard. All buildings and structures, excluding signs, shall be set back from the nearest point of any right-of-way no less than fifty (50) feet. For the purposes of this ordinance, the interstate highway right-of-way shall be considered a side or rear lot line.
 - 2) Side and rear yards.
 - a) All buildings shall be set back a minimum of fifty (50) feet. Setbacks shall be measured from the nearest point of any property line; and
 - b) All accessory structures, excluding signs and fences, shall be set back a minimum of thirty (30) feet. Setbacks shall be measured from the nearest point of any property line.

- e. The maximum coverage for the total building area shall not exceed thirty-five (35) percent and the total lot coverage shall not exceed sixty (60) percent.
- f. A site plan and landscape plan shall be submitted as regulated in Chapter 4.
- 7. Agricultural crops, but not nursery sales or the raising of farm animals or poultry, provided there is a minimum lot size of five (5) acres.
- 8. Agricultural accessory uses and structures, provided there is a minimum lot size of five (5) acres.
- 9. Accessory uses and structures.
- 10. Customary Home Occupations as regulated in Chapter 4.
- 11. Signs as regulated in the Municipal Code.
- 12. Utility uses.

XII. - General commercial district (C-1).

- A. General description. This district provides space for commercial uses which provide services primarily to community residents of the Town of Farragut. The intent is to permit lands adjacent to major arterial highways as designated by the Farragut Major Road Plan to be used for the provision of general commercial and business services to the community. These commercial uses are intended to be designed to minimize disruption of traffic flows and negative impacts on adjacent residential uses.
- B. Permitted principal and accessory uses and structures (Non-Mixed Use Town Center as identified in the Comprehensive Land Use Plan). Unless provided for elsewhere in this section, property and structures located in the General Commercial District (C-1) shall be used only for the following purposes:

- 1. Generally recognized retail sales. This excludes flea markets and the sale of automobiles and the sale and/or rental of boats, trucks, trailers, construction equipment, mobile homes, and other similar uses as determined by the Board of Zoning Appeals.

The outdoor sale and/or storage of merchandise and/or any other materials shall be permitted provided the following development criteria are met:

- a. Such merchandise and/or materials are displayed or stored in a permanent area designed for such use;
- b. Such merchandise and/or materials are not displayed or stored on any sidewalks, walkways, parking spaces, or other vehicle ways;
- c. Required yard setbacks for buildings are met for the storage/display area;
- d. Access to the display/storage area shall be restricted by means of a physical barrier such as a fence, a berm, landscaping, or other similar means; and
- e. The total area reserved for outdoor display/storage shall not exceed two thousand (2,000) square feet if the net indoor retail floor area is greater than twenty-five thousand (25,000) square feet, and it shall not exceed one thousand (1,000) square feet if the net indoor retail floor area is less than twenty-five thousand (25,000) square feet.
- 2. The retail sale of alcoholic beverages, as provided for in the Farragut Municipal Code.
- 3. Retail outlets for the sale of general farm implements and lawn care equipment such as tractors (less than ten thousand (10,000) pounds), riding lawn mowers, and related accessories.
 - a. The outdoor display and/or storage of such implements and equipment shall be permitted provided the following development criteria are met:

- (1) The outdoor storage and/or display of the implements and/or equipment shall lie behind a straight line running from side lot line to side lot line that coincides with the rear wall of the principal building located on the property;
 - (2) The equipment and/or implements to be stored and/or displayed outdoors must be removed from the crate or cartons and displayed and/or stored in such a way as to allow for viewing and inspection, but so as not to prevent passage on sidewalks, walkways, or other vehicle ways;
 - (3) Such businesses necessarily involve the use of outdoor areas on the premises for the unloading, uncrating, positioning and repositioning of items that are often larger and more cumbersome than most retailers handle. The temporary use of outdoor areas of the premises for such purposes during hours of operation shall not be a violation of this ordinance; and
 - (4) Such businesses necessarily utilize packaging that is to be destroyed or reused. Such packaging materials shall be stored in areas on the premises to which access shall be restricted by means of a physical barrier such as an opaque fence or similar to a dumpster enclosure and shall comply with Chapter 4, Section I.B. of this ordinance.
- b. The outdoor display of merchandise, except as provided for above, is permitted provided such merchandise is displayed in a permanent, covered porch. Such covered porch shall be attached to the principal building and shall meet all setback requirements of the principal building.
4. Financial and real estate services.
5. Professional, personal, and business services.
6. 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.

Coffee houses with drive-through service lanes that serve as the principal means for service. The principal location for consumption is offsite.
7. Automotive services, provided such services are for automobiles and light trucks only. Such services may include fuel sales and repairs. Facilities designed to accommodate the refueling and/or servicing of trucks with more than three (3) axles or more than ten (10) wheels are prohibited.
8. Retail rental and leasing of automobiles provided the following development criteria are met:
 - a. Such business is located in a freestanding building; and
 - b. If the premises are fenced, such fencing shall be decorative, shall not exceed three (3) feet in height, and shall be of such design so as not to prevent the ability to see through the fence.
9. Public, governmental, and general offices.
10. Medical, dental, and veterinary facilities.
11. Medical spas.
12. Indoor kennel facilities, provided the following development criteria are met:
 - a. The building shall be sound proofed to prevent the noise of barking dogs being heard outside the building. A certification verifying the sound proofing capabilities must be submitted with the site plan; and
 - b. No outdoor fencing shall be located on the premises.
13. Mortuary establishments.

14. Commercial greenhouses, nurseries, and other similar uses as determined by the Board of Zoning Appeals provided the following development criteria are met:
 - a. There shall be a minimum lot size of two (2) acres;
 - b. Merchandise and/or any other material are displayed or stored in a permanent area designed for such use;
 - c. Merchandise and/or any other materials are not displayed or stored on any sidewalks, walkways, parking spaces, or other vehicle ways;
 - d. The outdoor storage and/or sale of mulch and other landscaping related materials is permitted as accessory to commercial greenhouses and nurseries, but not permitted as stand alone businesses.
 - e. Required yard setbacks for buildings are met for the storage/display area and for all temporary structures;
 - f. Access to the display/storage area shall be restricted by means of a physical barrier such as a fence, a berm, landscaping, or other similar means;
 - g. Outdoor areas used for the growing of products must be set back a minimum of thirty (30) feet in the front yard and twenty-five (25) feet in the side and rear yards. Setbacks shall be measured from the nearest point of any property line;
 - h. A minimum of a twenty-five (25) foot buffer strip along rear and side property lines shall be developed and maintained per the buffer strip requirements of this ordinance;
 - i. Security fencing located in the front yard shall be screened with a minimum of one (1) large evergreen shrub per five (5) linear feet of fence. Such large shrubs shall be on the visual resources review board's recommended large shrubs list and shall be a minimum of three (3) feet in height at the time of planting; and
 - j. A maximum of one (1) wall sign shall be permitted. Such wall sign shall meet all other sign requirements of the district.
15. Day care facilities as regulated in Chapter 4.
16. Nursing homes as regulated in Chapter 4.
17. ~~Elderly housing~~ **Assisted-care living facility** as regulated in Chapter 4.
18. Churches and other places of worship.
19. Schools, public and private, provided the following development criteria are met:
 - a. Access shall be directly to a street having a designated classification of local collector or greater, or a local street which is not interior to a subdivision. The street on which the school accesses must meet the minimum design standards established in the Farragut Subdivision Regulations;
 - b. There shall be a minimum lot size of three (3) acres; and
 - c. The lot on which the school is located is a free-standing parcel.
20. Theaters, indoor only.
21. Cultural activities.
22. Parks, playgrounds, play fields, neighborhood buildings, and community buildings.
23. Indoor recreational facilities.
24. Outdoor recreational facilities such as miniature golf courses, golf courses, driving ranges, batting cages, tennis courts, swimming pools, skating/skateboard facilities, paintball facilities, and other similar non-motorized recreational facilities as determined by the Board of Zoning Appeals.

Seasonal inflatable playground structures shall not be considered a similar non-motorized recreational facility. The following development criteria shall be met:

- a. A minimum of a forty (40) foot front yard setback is maintained for any recreational facility that does not require the construction of a structure;
- b. A minimum of a ten (10) foot rear and side yard setback is maintained for any recreational facility that does not require the construction of a structure; and
- c. All structures developed as an integral part of a recreational facility/use are set back a minimum of forty (40) feet in the front yard and ten (10) feet in the side and rear yards. Setbacks shall be measured from the nearest point of any property line.

25. Utility uses.

XXVIII. - Open space multi-family residential overlay (OSMFR).

- A. General description. It is the intent of this overlay district to provide for greater flexibility and design freedom in order to encourage a better living environment and the conservation of environmentally sensitive areas. The increased flexibility associated with this overlay district allows for additional height and increased density along with lessened setbacks and buffer strips. In exchange, the multi-family development shall generate a superior design that provides extensive common open space that capitalizes on the inherent physical characteristics of the property and its surrounding area.
- B. Application of the district. The Open Space Multi-Family Residential Overlay District may be applied over the Multi-Family Residential District (R-6).
- C. Permitted uses and structures.
 1. Apartment buildings.
 2. Recreational facilities and open spaces which are developed as an integral part of the development.
 3. ~~Elderly and group housing as regulated in Chapter 4.~~
 4. ~~Nursing homes as regulated in Chapter 4.~~
 5. Accessory uses and structures.
 6. Customary Home Occupations as regulated in Chapter 4.
 7. Signs as regulated in the Municipal Code.
 8. Utility uses.

XX. - Community service district (S-1). — Existing

- A. *General description.* This district provides space for community and public type uses that provide services to the residents of the Town of Farragut. The intent is to permit lands within and/or adjacent to residential neighborhoods to be used for the provision of community and public services. These uses are intended to be designed to minimize disruption of traffic flows and negative impacts on adjacent residential uses.
- B. *Permitted principal and accessory uses and structures.* Property and buildings in the Community Service District (S-1) shall be used only for the following purposes:
1. Churches and other places of worship.
 2. Schools, public and private.
 3. Community facilities.
 4. Indoor recreational facilities, provided they are owned and operated by not-for-profit entities.
 5. Parks, playgrounds, play fields, walking trails, tennis courts, swimming pools, and other similar non-motorized outdoor recreational facilities.
 6. Cultural activities.
 7. Public or private golf courses.
 8. Cemeteries and historical monuments.
 9. Utility uses.
- C. *Area regulations.*
1. *Front yard.* All structures, excluding detention basin structures and certain utility structures, shall be set back from the nearest point of any right-of-way a minimum of fifty (50) feet, except as provided for elsewhere in this ordinance or the Municipal Code. Detention basin structures shall be set back from the nearest point of any right-of-way a minimum of ten (10) feet. Electrical substations, utility offices, or any other utility building shall meet the front yard setback requirements. For the purposes of this ordinance, the interstate highway right-of-way shall be considered a side or rear lot line.
 2. *Side and rear yards.*
 - a. All buildings shall be set back a minimum of fifty (50) feet. Setbacks shall be measured from the nearest point of any property line; and
 - b. All accessory structures, excluding fences, shall be set back a minimum of thirty (30) feet. Setbacks shall be measured from the nearest point of any property line.
 3. *Buffer strips.*
 - a. There shall be a buffer strip a minimum of twenty-five (25) feet in width on all side and rear property lines;

- b. Existing, mature vegetation shall be preserved and incorporated into the buffer strip;
 - c. No grading shall occur in the buffer strip; and
 - d. Detention basins, measured from top-of-slope to top-of-slope, and associated structures shall not be located within any buffer strips.
 - 4. *Maximum lot coverage.*
 - a. Total building area — Thirty-five (35) percent; and
 - b. Total lot coverage — Sixty (60) percent.
 - 5. *Land area.* Minimum lot size of three (3) acres.
 - D. *Height regulations.*
 - 1. No principal building shall exceed two and one-half (2½) stories, or thirty-five (35) feet in height, except as provided for elsewhere in this ordinance;
 - 2. No accessory structure shall exceed thirty-five (35) feet in height; and
 - 3. No accessory building shall exceed fifteen (15) feet in height.
 - E. *Parking.* As regulated in Chapter 4.
- (Ord. No. 86-16, adopted Apr. 1986; amended Feb. 2006)

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Ordinance 16-06, an ordinance to amend the text of the Farragut Zoning Ordinance, Ordinance 86-16, as amended, pursuant to authority granted by Section 13-4-201, Tennessee Code Annotated, by amending Chapter 4. General Provisions and Exceptions, Sections VII. Elderly Housing, X. Group or Cluster Housing Projects, XVIII. Nursing Homes, and XX. Parking and Loading, to change the provisions associated with Elderly Housing and Nursing Homes and remove the provisions for Group or Cluster Housing Projects

INTRODUCTION: Ordinance 16-06 involves proposed amendments to Chapter 4 of the zoning ordinance. Chapter 4 provides for general provisions and exceptions as applied in the Town's zoning ordinance.

DISCUSSION: Primarily, Ordinance 16-06 would replace the Elderly Housing section with a new section for a Senior Living Community. General provisions that would apply to assisted-care living facilities (formerly elderly housing) would be addressed in the base zoning district with larger senior living community developments being addressed in the new Senior Living Community section that would replace Elderly Housing.

The term, "Senior Living Community" was created in consultation with professionals that develop these type of communities throughout the region. Prior to Ordinance 16-06, the Town did not have specific provisions that would address these larger, multiple building elderly care developments. Similar to the S-1 amendments, the provisions in Ordinance 16-06 would bring the Town's zoning ordinance more in line with its CLUP and ADS.

Ordinance 16-06 includes the proposed removal of the Group or Cluster Housing Projects section. This is a section that is never used and that is very outdated. The staff wanted to address this as part of the amendments to Chapter 4. Also included are minor modifications to the Nursing Home provisions in Chapter 4 so that these provisions are consistent with the other amendments under consideration. And, the Parking and Loading section in Chapter 4 is being modified in Ordinance 16-06 so that this section is consistent with the other amendments under consideration.

RECOMMENDATION BY: At their meeting on February 18, 2016, the planning commission reviewed this request and recommended approval of Ordinance 16-06. The staff also recommends approval of Ordinance 16-06 on first reading. As noted above, this ordinance helps advance the provisions of the CLUP and the ADS.

PROPOSED MOTION: To approve Ordinance 16-06 on first reading.

BOARD ACTION:

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

<u>VOTE/TOTAL</u>	<u>LAMARCHE</u>	<u>MARKLI</u>	<u>PINCHOK</u>	<u>POVLIN</u>	<u>MCGILL</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

ORDINANCE 16-06 – EXISTING AND PROPOSED LANGUAGE

X. - Group or cluster housing projects.

- ~~A. Group or cluster housing projects with two (2) or more buildings may be constructed on a plot of ground of at least three (3) acres not subdivided into the customary streets and lots and which will not be so subdivided or where the existing or contemplated street and lot layout make it impracticable to apply the requirements of this ordinance to the individual building units in such housing projects. A special exception to the terms of this ordinance may be made by the board in a manner that will be in harmony with the character of the neighborhood, will insure substantially the same character of occupancy and an intensity of land use no higher and a standard of open space no lower than that permitted by this ordinance in the district in which the project is to be located. However, in no case shall the board authorize a use prohibited in the district in which the project is located, or a greater height, or a larger coverage than the requirements of this ordinance permit in such a district. No commercial activity may be permitted within a group or cluster housing project except self-service laundry facilities to serve only the residents of the project. Such facilities may be provided to residents of group or cluster housing if no advertisement or general solicitation is undertaken and where the board determines the scale of operation to be accessory to the dwelling units. The board shall address the relevance of all ordinances, regulations, resolutions, and the Farragut Municipal Code which relate to all of the elements of the site plan.~~

XVIII. - Nursing homes.

The following regulations shall apply to nursing homes as defined in Chapter 2.

- A. At least a portion of the development site shall be adjacent and contiguous to the right-of-way of a major or minor arterial. Access to the public right-of-way shall be governed by the provisions of the Farragut Municipal Code, but in no instance shall the principal access be onto other than a major or minor arterial.
- B. Landscaped buffer strips, installed in accordance with the definition provided in Chapter 2, shall be required along the side and rear property lines, regardless of the adjacent zoning classification.
- C. A certificate of need shall have been issued by the Tennessee Department of Health and Environment or other appropriate state agency and evidence of such shall be submitted prior to beginning the development review process in the Town of Farragut.
- D. All nursing home projects must be on sewer.
- E. Area regulations.
 - 1. ~~Minimum site size: five (5) acres.~~
 - 2. Maximum lot coverage: ~~The combined total of all floor area under roof shall not exceed thirty-five (35) percent of the total site.~~ Determined by zoning district.
 - 3. Maximum building height: Determined by zoning district.
 - 4. Maximum number of nursing home units per acre: Determined by site and building design.
- F. On-site incineration of any type is prohibited.

XX. - Parking and loading.

- A. Off-street parking requirements.
 - 3. Number of parking spaces required.
~~Elderly housing~~ Assisted-care living facility: Three-fourth ($\frac{3}{4}$) parking spaces per each housing unit.

Independent living and care: One (1) parking space per bedroom and one (1) guest space per ten (10) bedrooms.

VII. - Elderly housing. - Existing

It is the intent of this section to establish the development requirements specific to elderly housing developments.

- A. Access to the development shall be to a street having a designated classification of a local collector or greater, or a local street which is not interior to a subdivision. The street on which the development accesses shall meet the minimum design standards established in the Farragut Subdivision Regulations.
- B. The intent to provide housing primarily for persons sixty (60) years or older shall be demonstrated in the design, services, and management of the development. The development shall include central dining and kitchen facilities.
- C. Any accessory use such as dining facilities, beauty/barber shops, retail stores, or pharmacies shall be for the use and benefit of the residents of the development and shall be oriented so that such uses are not readily identifiable from a public street or adjacent properties.
- D. Outdoor and indoor recreation areas shall be provided. Outdoor recreation areas may include landscaped garden areas with walks and seating, a community vegetable garden for residents, greenhouse, shuffleboard courts, etc. Indoor recreation areas shall include areas for social, craft, or other group activities.
- E. Due consideration shall be given to include such design features as will make the development safe and convenient for elderly residents.
- F. All elderly housing developments shall be on public sewer.
- G. All structures shall meet the setback requirements of the zone in which it is located with the following exceptions:
 - 1. All mechanical units five (5) tons or greater and other service areas shall be set back a minimum of one hundred (100) feet from all property lines;
 - 2. All dumpsters shall be set back a minimum of one hundred (100) feet from all residentially zoned property;
 - 3. Front yard.
 - a. If a street is classified as an arterial on the Major Road Plan, all buildings shall be set back from the nearest point of any right-of-way a minimum of eighty (80) feet;
 - b. If a street is classified as a major collector on the Major Road Plan, all buildings shall be set back from the nearest point of any right-of-way a minimum of seventy (70) feet;
 - c. If a street is classified as a local collector on the Major Road Plan, all buildings shall be set back from the nearest point of any right-of-way a minimum of sixty (60) feet; and
 - d. If a street is classified as a local street on the Major Road Plan, all buildings shall be set back from the nearest point of any right-of-way a minimum of fifty (50) feet.
 - 4. All buildings shall be set back a minimum of eighty (80) feet from side and rear property lines when abutting property is zoned

residential or agriculture.

H. *Buffer strips:*

1. There shall be a buffer strip a minimum of thirty-five (35) feet in width on all front property lines. The buffer strip shall be included in the required building setback;
2. There shall be a buffer strip a minimum of thirty-five (35) feet in width on all side and rear peripheral property lines when the abutting property is zoned residential or agriculture. The buffer strip shall be included in the required building setback;
3. There shall be a buffer strip a minimum of twenty-five (25) feet in width on all side and rear peripheral property lines when the abutting property is zoned office or commercial. The buffer strip shall be included in the required building setback;
4. Existing, mature vegetation shall be preserved and incorporated into the buffer strip; and
5. Detention basins, measured from top-of-slope to top-of-slope, and associated structures shall not be located within any buffer strips.

(Ord. No. 86-16, adopted Apr. 1986; amended Feb. 2006; Ord. No. 06-10, § 1, 5-25-2006; Ord. No. 06-26, § 1, 10-26-2006; Ord. No. 09-16, § 1, 8-27-2009; Ord. No. 10-14, § 1, 10-28-2010)

FMPC Workshop Discussion – January 21, 2016

Note: This is a revised draft based on the comments provided at the December planning commission meeting. New modifications are shown in red. Formatting has not been added at this point since this is still a draft.

Chapter 3, Section XX. – Community Service District (S-1) or Civic/Institutional District (C/I)

Comment: A clarification is needed as to whether the existing Community Service District (S-1) designation would be retained so that the zoning map would not need to be amended or the district re-named to Civic/Institutional. If S-1 is replaced and renamed it will require amendments to the zoning map for those properties currently zoned S-1.

A. General description

Consistent with adopted plans and policies of the Town, this district is intended primarily to provide for the development of community and public types uses. This district is also intended as a transitional district to lower density residential by providing for low impact quasi institutional/residential uses that have minimal traffic demands. Key to this district is continuity in general building and site development form.

B. Permitted principal and accessory uses and structures

Assisted-care living facilities

Cemeteries and historical monuments

Churches and other places of worship

Community facilities

Cultural activities

Independent living and care facility

Nursing homes

Parks

Schools, public and private

Senior living community

Utility uses

Comment: After looking into terminology in more depth, the staff is proposing to redefine “elderly housing” as “assisted-care living facilities” and to provide two other terms, “independent living and care facility” and “senior living community”, that would provide for different types of developments that would be targeted toward seniors.

C. Minimum development requirements

The property must directly access a street that is classified on the Major Road Plan as a collector or arterial.

A site plan and landscape plan for the development shall be submitted as regulated in Chapter 4. The approved plan shall be in compliance with the Farragut Comprehensive Land Use Plan, the Pedestrian and Bicycle Plan, the Architectural Design Standards, and all other adopted plans and ordinances of the Town of Farragut, **as amended**.

Prior to site plan submittal, the applicant shall conduct a **site inventory** of the natural features on the property so as to determine those areas that should be preserved and those that may be most appropriate for development. This **inventory** should be discussed with the Town staff prior to finalizing plans for review. **The inventory should demonstrate that the Town's adopted land use related documents, such as the Tree Protection Ordinance, the Sinkhole Ordinance, the Stormwater Ordinance, and other adopted documents that may be applicable to the proposed development have been referenced.**

From the site inventory, a sketch plan is required in consultation with the Town staff with the first step in the preparation of such plan being the establishment of potential building locations that would minimize site grading and preserve to the greatest extent possible the natural topography, especially where tree covered areas exist. The road and trail systems would then be connected through the development and to abutting properties. The maximum slope created as a result of a proposed development shall not be greater than 2.5:1 (run/rise).

D. Area regulations

Front yard. All structures, including parking lots, shall be set back a minimum of twenty (20) feet from the nearest point of any right of way. This excludes signage (which would be subject to the provisions in the sign ordinance), detention basin structures (if associated with a low impact development measure), and/or non-roofed structures that provide for pedestrian engagement with the public street (such as outdoor patios, pedestrian facilities, sitting areas, public art). With the exception of linear pedestrian facilities that connect to similar facilities in the right of way, no structures shall encroach into the public right of way and/or platted utility easements.

Service areas and their associated structures (e.g. dumpsters, loading areas, utility buildings) shall be located to the side or rear of a building so as to minimize visual impacts from the street and foster a more pedestrian friendly streetscape.

Side and rear yards. Unless provided for otherwise in this ordinance, where an adjacent property is zoned residential **and/or agriculture**, all principal buildings that are positioned along a side or rear property line shall be set back a minimum of fifty (50) feet from the nearest side or rear property line (s).

Where an adjacent property is zoned non-residential **and/or non-agriculture**, all structures shall be set back a minimum of twenty-five (25) feet from the nearest side or rear property line (s).

Unless specified otherwise in this ordinance, where an adjacent property is zoned residential, all accessory structures, excluding fences, pedestrian facilities, signage, and structures associated with low impact development stormwater measures, shall be set back a minimum of fifty (50) feet from the nearest side or rear property line. Mechanical units five (5) tons or greater, dumpsters, and other service areas shall be set back a minimum of one-hundred (100) feet from all side or rear property lines where the abutting property is zoned residential.

E. Transition areas

Unless specified otherwise in this ordinance, where an abutting property is zoned residential **and/or agriculture**, a transition area of at least fifty (50) feet in width shall be provided. The intent of a transition area is to provide for a visually appealing interface to an abutting residential area that will serve to establish protection for but also context appropriate integration with the surrounding plan of development. Transition areas shall accommodate the connectivity requirements of this district. This will result in some modest breaks in the transition element. As provided for in this district, transition areas **shall include, at a minimum, any one of the following or a combination thereof:**

- a. A landscaped low impact development stormwater management area, such as a rain garden(s), bioswale(s), or naturalized areas with existing and/or new tree plantings that, in total, consume the full depth of the transition area. At a minimum, such an area shall include a plant unit count that equals the count required for a **thirty-five (35) foot buffer strip**, as provided for in Chapter 4 of this ordinance. Under this option, the arrangement of plant material may include more flexibility than an traditional buffer strip planting, provided this arrangement best promotes the intended stormwater function of the low impact development measure(s);
- b. A heavily landscaped pocket park area designed for passive use and that is approved as part of a site and landscape plans as an equivalent to other natural transition measures provided for in this subsection. Such area could serve as a shared amenity between a use in this district and an abutting residential neighborhood;
- c. A traditional planted buffer strip area that complies with the **thirty-five (35) foot** buffer strip plantings provided for in Chapter 4 of this ordinance;
- d. An existing tree covered area that consumes largely the full depth of the transition area and where the existing tree count within such area clearly exceeds the plant unit count and minimum tree sizes for a **thirty-five (35) foot** buffer strip per 100 linear feet;
- e. **Where freestanding attached and detached independent and catered living residential buildings are proposed around the periphery of a senior living community that abuts property zoned residential and/or agriculture, such buildings may be proposed as the transitional element. In order to qualify as such, buildings shall be generally consistent with the predominant size, scale, height,**

and arrangement of residential structures that abut that portion of the senior living community. Where the abutting property is undeveloped and zoned residential and/or agriculture and transitional buildings are proposed along this interface in the senior living community, the size, scale, height, and arrangement of residential structures shall be reviewed as part of the concept plan that is required for the senior living community.

As part of the analysis of appropriateness of the transitional buildings along the undeveloped properties, the planning commission shall consider the surrounding context and the overall concept plan proposed by the applicant. Buildings proposed for transitional elements shall comply with the setbacks, platted building envelopes, and landscape planting required in association with a senior living community. These specific provisions are addressed in Chapter 4 of this ordinance.

Where a development combines different transition elements these shall be considered as part of the sketch plan or, as applicable, concept plan and then reflected on the site and landscape plans. Such an approach must clearly fulfill the intent of the transition area provision. Existing tree covered areas within transitions shall be protected. Exceptions would apply for the removal of invasive exotic plant material and context appropriate pedestrian and/or vehicular connections and utilities adjacent to such improvements that bisect the transition area in a generally perpendicular manner.

Transition areas shall not be required for developments that abut properties that are not zoned residential and/or agriculture.

Comment: Transition option "e" has been re-written to address a scenario where an abutting property is zoned residential or agriculture and is currently undeveloped. A sentence has also been added to clarify that a transition is not required where an abutting property is not zoned residential or agriculture.

F. Streetscape and outdoor open space

As part of a site plan review, a context appropriate active and interconnected streetscape with visually appealing and functional public spaces is encouraged. Some specific design objectives would be as follows:

- a. Locate and orient outdoor open space (e.g. plazas, courtyards, patios, outdoor seating and benches, small park spaces or landscaped features) to provide a focal point to be actively used.
- b. Provide landscape enhancements (e.g. bioswales, rain gardens, planters, flower gardens) to add visual interest, screen parking areas, and complement outdoor open spaces.

G. Connectivity

Development shall provide for context appropriate pedestrian and vehicular connectivity. This shall include providing connections within the property and to abutting properties, pedestrian connections into the development from the public street(s), and the construction of pedestrian facilities along the public street(s) frontages.

H. Low Impact Development

Development shall incorporate a minimum of one (1) of the following Low Impact Development (LID) practices into the design:

- a. Twenty-five (25) percent of the parking lot being constructed with permeable pavers;
- b. Stormwater runoff draining to rain gardens;
- c. A building(s) being constructed with a vegetated roof, commonly referred to as a green roof;
- d. Stormwater draining to bioswales/bioretenention facilities; or
- e. Rainwater being harvested for irrigation or gray water uses.

I. Maximum Lot Coverage

Total lot coverage — Seventy (70) percent, except as provided for elsewhere in this ordinance.

Comment: This was increased to 70% per the January 21 FMPC discussion.

J. Land area

Minimum lot size of three (3) acres, except as provided for elsewhere in this ordinance.

K. Height

No principal building shall exceed two and one-half (2.5) stories or thirty-five (35) feet in height, except as provided for elsewhere in this ordinance. No accessory structure shall exceed fifteen (15) feet in height, except as provided for elsewhere in this ordinance.

L. Parking, as regulated in Chapter 4

Comment: Same as existing S-1 District. Some parking space requirements will be revisited and presented as part of this amendment process.

M. Lighting, as regulated in Chapter 4, Sections (Outdoor Site Lighting and the provisions for Senior Living Communities)

(Comment: This was discussed in some depth at the December meeting and the general feeling was that lighting should be encouraged but not required to have a residential feel where the abutting property was zoned residential. The Town's Outdoor Site Lighting provisions in Chapter 4 provide for lighting that does not create glare and that has minimal footcandles at the property lines. Providing for residential scale lighting for certain projects that may contain single family dwellings and serve as a transition to

lower density residential could aid in the transition effect. Consequently, in Chapter 4, some additional lighting provisions are proposed in relation to senior living communities and independent living and care facilities.

Chapter 2. Definitions

Comment: The terms below are referenced in the draft Community Service or Civic/Institutional District. As proposed, the existing term for "elderly housing" will be deleted and substituted with "assisted-care living facility." In addition, new terms are proposed for "independent living and care facilities" and "senior living communities." The definitions related to nursing homes and nursing home units will remain unchanged.

The terms below have been developed in consultation with professionals that work with the development and management of elderly care facilities of various types.

Assisted-Care Living Facility: A building, establishment, complex or distinct part thereof that accepts primarily aged persons for domiciliary care and services. Such facilities are licensed by the State of Tennessee. The parcel or tract of land and the units within the facility shall remain under single ownership so that individual units are not transferrable in fee simple.

Assisted-Care Living Facility Resident: Primarily an aged person who requires domiciliary care, and who upon admission to the facility, if not ambulatory, is capable of self-transfer from the bed to a wheelchair or similar device and is capable of propelling such wheelchair or similar device independently. Such a resident may require one or more of the following services: room and board, assistance with non-medical activities of daily living, administration of typically self-administered medications, and medical services subject to the limitations of these rules.

Independent Living and Care Facility: A residential use that could be single-family detached or attached to house older persons who are frail but not infirmed that require a lower level assistance than residents in assisted care living facilities. Independent living residents do not require assistance or acute nursing home care but rather receive limited services including, but not restricted to nursing care, meals, housekeeping, social programs, daily maintenance and other services. Such homes may be licensed by the State of Tennessee as homes for the aged and are intended to be residential in character and will generate lower levels of impact than traditional residential units. Independent care facilities may be part of a Senior Living Community. The parcel or tract of land and the units within the facility shall remain under single ownership so that individual units are not transferrable in fee simple.

Nursing Home: Unchanged from current definition. (*Currently defined as "a facility licensed as such by the Tennessee Department of Health and Environment or other appropriate state agency"*)

Nursing Home Unit: Unchanged from current definition. (*Currently defined as "one (1) or more rooms designed for occupancy by persons requiring skilled or intermediate nursing care located in a nursing home licensed by the Tennessee Department of Health and Environment or other appropriate state agency"*)

Senior Living Community: A specified combination of residential uses that shall include a minimum combination of at least two of the following three uses: Independent Living and Care Facility, Assisted Care Living Facility, and Nursing Home Unit, where the average length of stay in these type facilities is more than 45 days. At least one of such facilities must be State-licensed.

Other non-residential uses may be included in this type of development when integrally designed to be compatible and accessory to the primary uses and intent of the development as a whole. The parcel or tract of land and the units within the facility shall remain under single ownership so that individual units are not transferrable in fee simple.

Chapter 4. Section....Senior Living Community *(Comment: Below would be a proposed new section in Chapter 4 that would address Senior Living Communities)*

..... Senior Living Community.

Intent.

It is the intent of this section to establish development requirements that would be specific to what is defined as a **senior living** community in this ordinance. Unless specified below, all other requirements associated with this use shall be provided for in the base zoning district.

General plan/plat approval requirements.

After consulting with the Town staff as part of a preliminary sketch plan review, a concept plan, as regulated in the applicable portions of the Farragut Subdivision Regulations, shall be submitted to the planning commission for review and approval. All applicable requirements shall be included as part of the development plan submission. The concept plan shall be of the entire senior living community development and is required whether the project is developed in multiple phases or not. The concept plan is a precursor to the more detailed site plan that will subsequently be required per the applicable provisions of this section and the base zoning district.

Where public streets and/or public utilities are to be constructed or extended in association with the overall development, a preliminary plat and final plat shall be provided as regulated in the Farragut Subdivision Regulations. All applicable requirements shall be included as part of the plat submissions.

The approved plans and plats shall be in compliance with the Comprehensive Land Use Plan, the Pedestrian and Bicycle Plan, the Architectural Design Standards, and all other adopted plans and ordinances of the Town of Farragut, as amended.

Land area.

In addition to the other requirements of this section, a senior living community shall only be permitted on tracts that are contiguous and that, in total and as part of the concept plan approval, are at least ten (10) acres.

Height.

Whenever the adjacent property is zoned residential and/or agricultural, no buildings to be constructed within 100 feet of a periphery property line shall exceed the maximum height permitted in the base zoning district.

When abutting all other zoning districts or where buildings are greater than 100 feet from a periphery property line such buildings shall not exceed three (3) stories, or forty-five (45) feet in height. No accessory structure shall exceed fifteen (15) feet in height, except as provided for elsewhere in this ordinance.

Comment: A height allowance of up to 3 stories or 45 feet is proposed to provide for different options and enhanced flexibility in the development of a senior living community. This language is virtually identical to the provisions associated with the Multi-Family Residential (R-6) Zoning District and could provide for a more efficient use of land.

Access.

The primary access to the development shall be from a street having a classification of major collector or arterial on the Major Road Plan. Such street, based on its classification on the Major Road Plan, shall be built to a standard that is generally consistent with the cross sections provided for in the Subdivision Regulations and the Town of Farragut Pedestrian and Bicycle Plan, as amended. Private accessways internal to the development and that connect to public streets shall be constructed with compaction, aggregate base, binder, and surface course that complies with the standards for a local street in the Farragut Subdivision Regulations.

Accessory uses.

Any accessory use, such as dining facilities, personal care services, retail stores, or pharmacies shall be only for the use and benefit of the residents of the development and shall be oriented so that such uses are not readily identifiable from a public street or adjacent residentially zoned property.

Freestanding independent and catered living buildings.

As defined, senior living communities may include smaller single family attached and detached residential scale buildings that provide housing for individuals that are more independent than those living in a traditional senior care facility. The provisions below are specific to the form and arrangement of such buildings as part of a senior living community.

- a. **Building arrangement.** If arranged around the periphery and the abutting property is zoned residential or agriculture, freestanding buildings may be used as form based transition from the senior living community. The building envelopes shall be shown on the concept and site plan and platted as part of a final plat. The envelopes must demonstrate that the freestanding buildings are at least twenty (20) feet apart, at least thirty-five (35) feet from the periphery of an abutting residential and/or agriculture zoning district, and are generally consistent with the predominant size, scale, height, and arrangement of residential structures that abut that portion of the senior living community. Where the abutting property is undeveloped and zoned residential and/or agriculture and transitional buildings are proposed along this interface in the senior living community, the size, scale, height, and arrangement of residential structures shall be reviewed as part of the concept plan.
As part of the analysis of appropriateness of the transitional buildings along the undeveloped properties, the planning commission shall consider the surrounding context and the overall concept plan proposed by the applicant.
- b. **Landscaping.** Though freestanding buildings may serve as form based transition to abutting residential areas they shall be constructed so as to avoid blank walls facing the

periphery and shall include landscaping within the thirty-five (35) foot peripheral setback. Such landscaping shall be shown and approved as part of the overall landscape plan for the elderly care community. The landscaping shall primarily ensure a naturalized transition and shall not include barriers such as screen walls and privacy fences.

All buildings, including residential scale freestanding independent and catered living buildings, within a senior living community shall comply with the Town's adopted Architectural Design Standards. This will help ensure effective transitions to abutting residential areas.

Parking.

As provided for in Chapter 4, Parking and Loading.

Comment: Please see next section.

Lighting.

As provided for in Chapter 4, Outdoor Site Lighting, with the following additional provisions:

- a. Exterior lighting within the senior living community shall have a consistency.
- b. Street Lighting shall follow the requirements in Chapter 3, Section XXVII. K. 2. of the Zoning Ordinance.
- c. Parking lot lights shall have decorative posts and brackets and a decorative fixture, such as a bell shaped style fixture. The bulbs shall be contained within the fixture so that they are not visible.
- d. Building mounted lights shall be decorative, such as the acorn, lantern, or bell shaped styles. The bulbs shall be contained within the fixture so that they are not visible.
- e. Bollard lighting shall be permitted provided the bulbs are contained within the fixture so that they are not visible.

Chapter 4. Parking and Loading

Replace “elderly housing” with “assisted-care living facility” and provide for three fourths ($\frac{3}{4}$) parking spaces per each housing unit.

Comment: This is the same parking space allocation that is currently provided for elderly housing. Only the use name would change.

Independent living and care: One (1) parking space per bedroom and one (1) guest space per ten (10) bedrooms.

Comment: The above parking space provisions have been formulated in consultation with individuals that frequently work with elderly care developments. The parking space allocations for nursing homes are proposed to remain unchanged.