



**FARRAGUT BOARD OF MAYOR AND ALDERMEN
AGENDA
July 27, 2017**

**BMA WORKSHOP
AUTOMATED ENFORCEMENT PROGRAM
5:30 PM
UNION ROAD IMPROVEMENTS
6:00 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. June 22, 2017
- VI. Ordinances**
 - A. First Reading
 - 1. Ordinance 17-10, Ordinance to rezone Parcels 79, 80, 81, 97, 96, 96.01, Tax Map 151 and portions of Parcels 78, 95 and 95.01, Tax Map 151, located along Kingston Pike and S. Watt Road, 18.65 Acres, from R-1 and C-1 to PCD (GBS Engineering, Applicant)
 - 2. Ordinance 17-11, Ordinance to amend Chapter 3, Section XII., F., 9., a., to provide for new height regulations for buildings constructed in the Mixed Use Town Center portion of the General Commercial (C-1) Zoning District (Town of Farragut, Applicant)
- VII. Business Items**
 - A. Approval of Appointments to the Farragut Folklife Museum Committee, Arts Council and the Parks and Athletics Council

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

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

- B. Approval of a Memorandum of Understanding and License Agreement between the Town of Farragut and KGIS for Advanced Maps Access
- C. Approval of Agreement for Services between Town of Farragut and University of Tennessee for Stormwater Inventory and Mapping
- D. Discussion of Firearms Policy for the Farragut Town Hall building located at 11408 Municipal Center Drive
- E. Approval of Memorandum of Understanding between the Town of Farragut and the Farragut Business Alliance

VIII. Town Administrator's Report

IX. Town Attorney's Report

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: G. Palmer, Assistant Town Manager

SUBJECT: Discuss the Existing Agreement between the Town and Redflex Traffic Systems Inc. Discuss overall direction of the program and proposed additional enforced approach at Kingston Pike and Smith Road

ATTACHMENT: CURRENT agreement btwn Redflex Traffic Systems Inc. and the Town of Farragut
TCA § 55-08-198 (2017) (Regulates Automated Enforcement Programs)

INTRODUCTION: In 2009 the Town entered into an agreement with Redflex Traffic Systems Inc. to provide red-light-violation-capturing services at select intersections. Redflex's system captures alleged thru-red violations for our Automated Enforcement Program which is managed by Town employee Ben Harkins. The 2009 agreement has been renewed twice and is in the last year (months actually) of its last term. Redflex desires to continue the agreement and provide services to the Town. Additionally, Redflex is recommending we add another monitored approach at the Smith Road and Kingston Pike intersection (eastbound KP approach).

New Approach: Per the Tennessee Code Annotated *"Prior to implementation of any new unmanned traffic enforcement camera used to enforce or monitor traffic violations, the local governing body shall conduct a traffic engineering study for the area being considered. The study shall follow standard engineering practices as determined by the Institute of Transportation Engineers (ITE) and shall be stamped by a professional engineer specializing in traffic engineering and licensed to practice in this state. A vendor of traffic enforcement camera systems shall not be allowed to conduct the traffic engineering study, or to participate in the selection of such traffic engineer, to document the need for a traffic enforcement camera § 55-08-198 (2017)"*.

In short, the Town needs to discuss the direction of the current Automated Enforcement Program at the July 27, 2017 workshop and then make a *formal determination* with regard to the agreement at the August 10, 2017 BOMA meeting.

BACKGROUND: In 2009 the Town concurrently approved an agreement for services with Redflex and hired retired KCSO Captain Ben Harkins as a part-time Town employee to manage the program. Redflex's system captures the violation and digitally transmits it to Mr. Harkins through a secure proprietary program. Mr. Harkins, who carries the Tennessee Code Annotated required credentials to charge violators under this program, is charged with affirming or rejecting the video of the violation and case management. If affirmed, the alleged offender is sent a formal violation notice and offered the choice of paying the flat \$50 fine or contesting the charges through the court system. Fines collected through the program are shared through a tiered system in the existing contract (SEE Current Agreement).

DISCUSSION:

The following areas should be discussed if the Board decides to continue with Redflex:

- Approaches. The current agreement provides for the addition of *new* approaches upon mutual agreement of both parties. The TCA will allow a *new* approach to be considered only after an independent traffic engineering study. The study will cost the Town around \$2,000-\$5,000 to complete.
- Fine Distribution

The Board's options for August 10 2017 meeting:

- Do nothing and the agreement will auto renew for an additional year
- Amend the existing agreement to allow more time to consider
- Terminate the agreement
- Terminate the agreement and subsequently approve a new agreement for services

If the Board desires to continue the program we will continue negotiations with the intent of having an agreement ready at the August 10, 2017 meeting. We will have some statistical data and testimony by the program manager ready for this workshop.



REDFLEX
TRAFFIC SYSTEMS

Redflex Traffic Systems, Inc.
23751 N. 23rd Avenue, Suite 150
Phoenix, AZ 85085-1854
Tel: 623 207 2000
Fax: 623 207 2050
www.redflex.com

May 27, 2009

via Federal Express

Gary M Palmer
Associate Town Administrator
Town of Farragut
11408 Municipal Center Drive
Farragut, TN 37934

To Whom It May Concern:

Attached please find two duplicate originals of the agreement between the City of Farragut, Tennessee and Redflex Traffic Systems, Inc. for Photo Red Light Enforcement Program. An original has been retained by our office.

Should you have any questions, please do not hesitate to contact me directly at 623-207-2900.

Sincerely,

Karen J. Turner
Executive Assistant

**EXCLUSIVE AGREEMENT BETWEEN THE CITY OF FARRAGUT, TN
AND REDFLEX TRAFFIC SYSTEMS, INC. FOR
PHOTO RED LIGHT ENFORCEMENT PROGRAM**

This Agreement (the "Agreement") is made as of this May 26th, 2009 by and between Redflex Traffic Systems, Inc. with offices at 23751st N 23rd Ave Phoenix, Arizona, 85085 ("Redflex"), and Farragut, TN a municipal corporation, with offices at 11408 Municipal Center Drive Farragut, TN 37934 ("Customer").

RECITALS

WHEREAS, Redflex has exclusive knowledge, possession and ownership of certain equipment, licenses, applications, and citation processes related to digital photo red light enforcement systems; and

WHEREAS, the Customer desires to engage the services of Redflex to provide certain equipment, processes and back office services so that Authorized Employees of the Customer are able to monitor, identify and enforce red light running violations; and

WHEREAS, it is a mutual objective of both Redflex and the Customer to reduce the incidence of vehicle collisions at the traffic intersections and city streets that will be monitored pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **DEFINITIONS.** In this Agreement, the words and phrases below shall have the following meanings:

1.1. "Authorized Employee" means the individual(s) the Project Manager shall designate to review Potential Violations and to authorize the Issuance of Citations in respect thereto,

1.2. "Authorized Violation" means each Potential Violation in the Violation Data for which authorization to issue a citation in the form of an Electronic Signature is given by the Authorized Employee by using the Redflex System.

1.3. "Citation" means the notice of a Violation, which is mailed or otherwise delivered by Redflex to the violator on the appropriate Enforcement Documentation in respect of each Authorized Violation.

1.4. "Confidential or Private Information" means, with respect to any Person, any information, matter or thing of a secret, confidential or private nature, whether or not so labeled, which is connected with such Person's business or methods of operation or concerning any of such Person's suppliers, licensors, licensees, customers or others with

whom such Person has a business relationship, and which has current or potential value to such Person or the unauthorized disclosure of which could be detrimental to such Person, including but not limited to:

1.4.1. Matters of a business nature, including but not limited to information relating to development plans, costs, finances, marketing plans, data, procedures, business opportunities, marketing methods, plans and strategies, the costs of construction, installation, materials or components, the prices such Person obtains or has obtained from its clients or customers, or at which such Person sells or has sold its services; and

1.4.2. Matters of a technical nature, including but not limited to product information, trade secrets, know-how, formulae, innovations, inventions, devices, discoveries, techniques, formats, processes, methods, specifications, designs, patterns, schematics, data, access or security codes, compilations of information, test results and research and development projects. For purposes of this Agreement, the term "Trade Secrets" shall mean the broadest and most inclusive interpretation of trade secrets.

1.4.3. Notwithstanding the foregoing, Confidential Information will not include information that: (i) was generally available to the public or otherwise part of the public domain at the time of its disclosure, (ii) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission by any party hereto in breach of this Agreement, (iii) was subsequently lawfully disclosed to the disclosing party by a person other than a party hereto, (iv) was required by a court of competent jurisdiction to be described, or (v) was required by applicable state law to be described.

1.5. "Intersection Approach" means a conduit of travel with up to four (4) contiguous lanes from the curb (e.g., northbound, southbound, eastbound or westbound) on which at least one (1) Redflex System (as defined below) has been installed by Redflex for the purposes of facilitating Redlight Photo Enforcement by the Customer.

1.6. "Designated Intersection Approaches" means the Intersection Approaches as Redflex and the Customer shall mutually agree from time to time. See **Exhibit A** for the designated intersection approaches as of the execution of this agreement and the timeframe within which they will be installed.

1.7. "Electronic Signature" means the method through which the Authorized Employee indicates his or her approval of the issuance of a Citation in respect of a Potential Violation using the Redflex System.

1.8. "Enforcement Documentation" means the necessary and appropriate documentation related to the Photo Red Light Enforcement Program, including but not limited to warning letters, citation notices (using the specifications of the Judicial Council and the City, a numbering sequence for use on all citation notices (in accordance with

applicable court rules), instructions to accompany each issued Citation (including in such instructions a description of basic court procedures, payment options and information regarding the viewing of images and data collected by the Redflex System), chain of custody records, criteria regarding operational policies for processing Citations (including with respect to coordinating with the applicable vehicle registry), and technical support documentation for applicable court and judicial officers .

1.9. “Equipment” means any and all approach cameras, sensors, equipment, components, products, software and other tangible and intangible property relating to the Redflex Photo Red Light System(s).

1.10. “Fine” means a monetary sum assessed for Citation, including but not limited to bail forfeitures, but excluding suspended fines.

1.11. “Governmental Authority” means any domestic or foreign government, governmental authority, court, tribunal, agency or other regulatory, administrative or judicial agency, commission or organization, and any subdivision, branch or department of any of the foregoing.

1.12. “Installation Date of the Photo Red Light Program” means the date on which Redflex completes the construction and installation of at least one (1) Intersection Approach in accordance with the terms of this Agreement so that such Intersection Approach is operational for the purposes of functioning with the Redlight Photo Enforcement Program.

1.13. “Intellectual Property” means, with respect to any Person, any and all now known or hereafter known tangible and intangible (a) rights associated with works of authorship throughout the world, including but not limited to copyrights, moral rights and mask-works, (b) trademark and trade name rights and similar rights, (c) trade secrets rights, (d) patents, designs, algorithms and other industrial property rights, (e) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated), whether arising by operation of law, contract, license, or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing), of such Person.

1.14. “Operational Period” means the period of time during the Term, commencing on the Installation Date, during which the Photo Red Light Enforcement Program is functional in order to permit the issuance of Citations using the Redflex System.

1.15. “Person” means a natural individual, company, Governmental Authority, partnership, firm, corporation, legal entity or other business association.

1.16. “Project Manager” shall be the Town Manager or his/her designee, which shall be responsible for overseeing the installation of the Intersection Approaches and the implementation of the Redlight Photo Enforcement Program, and shall have the power and authority to make management decisions relating to the Customer’s obligations

pursuant to this Agreement, including but not limited to change order authorizations, subject to any limitations set forth in the Customer's charter or other organizational documents of the Customer or by the Board of Mayor and Aldermen or other governing body of the Customer.

1.17. "Potential Violation" means, with respect to any motor vehicle passing through a Designated Intersection Approach, the data collected by the Redflex System with respect to such motor vehicle, which data shall be processed by the Redflex System for the purposes of allowing the Authorized Employee to review such data and determine whether a Red Light Violation has occurred.

1.18. "Proprietary Property" means, with respect to any Person, any written or tangible property owned or used by such Person in connection with such Person's business, whether or not such property is copyrightable or also qualifies as Confidential Information, including without limitation products, samples, equipment, files, lists, books, notebooks, records, documents, memoranda, reports, patterns, schematics, compilations, designs, drawings, data, test results, contracts, agreements, literature, correspondence, spread sheets, computer programs and software, computer print outs, other written and graphic records and the like, whether originals, copies, duplicates or summaries thereof, affecting or relating to the business of such Person, financial statements, budgets, projections and invoices.

1.19. "Redflex Marks" means all trademarks registered in the name of Redflex or any of its affiliates, such other trademarks as are used by Redflex or any of its affiliates on or in relation to Photo Red Light Enforcement at any time during the Term this Agreement, service marks, trade names, logos, brands and other marks owned by Redflex, and all modifications or adaptations of any of the foregoing.

1.20. "Redflex Project Manager" means the project manager appointed by Redflex in accordance with this Agreement, who shall be responsible for overseeing the construction and installation of the Designated Intersection Approaches and the implementation the Photo Red Light Enforcement Program, and who shall have the power and authority to make management decisions relating to Redflex's obligations pursuant to this Agreement, including but not limited to change-order authorizations.

1.21. "Redflex System" means, collectively, the Salus™ and/or SMARTcam™ System, the SMARTscene™ System, and all of the other equipment, applications, cameras, sensors, components, motor vehicles and other tangible and intangible property relating thereto, to enable Redflex to enforce a minimum of one lane of travel at a designated location. The SMARTops™ System, the Photo Enforcement Program, and all of the other equipment, applications, back office processes, servers, off-site backup systems, software and other tangible and intangible property relating thereto.

1.22. "Photo Red Light Enforcement Program" means the process by which the monitoring, identification and enforcement of Violations is facilitated by the use of certain equipment, applications and back office processes of Redflex, including but not limited to cameras, flashes, central processing units, signal controller interfaces and

sensor arrays which, collectively, are capable of measuring Violations and recording such Violation data in the form of photographic images of motor vehicles.

1.23. "Photo Redlight Violation Criteria" means the standards and criteria by which Potential Violations will be evaluated by Authorized Employees of the Customer, which standards and criteria shall include, but are not limited to, the duration of time that a traffic light must remain red prior to a Violation being deemed to have occurred, and the location(s) in an intersection which a motor vehicle must pass during a red light signal prior to being deemed to have committed a Violation, all of which shall be in compliance with all applicable laws, rules and regulations of Governmental Authorities. Should physical criteria change which requires additional modification to the Photo Red Light Enforcement System or its detection equipment, any costs incurred is the responsibility of the customer.

1.24. "Records Retention" means the period of time that Redflex will retain confidential information to include photographic evidence and data associated with the photo enforcement program.

1.25. "SMARTcam™ System" means the proprietary software system that controls the photo enforcement system of Redflex relating to the Photo Enforcement Program.

1.26. "Salus™ System" means the proprietary software system that controls the photo enforcement system of Redflex relating to the Photo Enforcement Program.

1.27. "REDFLEXred™ System" means the proprietary digital redlight photo enforcement system of Redflex relating to the Photo Red Light Enforcement Program.

1.28. "SMARTops™ System" means the proprietary back-office processes of Redflex relating to the Photo Red Light Enforcement Program.

1.29. "SMARTscene™ System" means the proprietary digital video camera unit, hardware and software required for providing supplemental violation data.

1.30. "Traffic Signal Controller Boxes" means the signal controller interface and vehicle detection owned and operated by the Customer. This includes, but not limited to, the Customer's traffic controller, Customer's vehicle detection equipment, Customer's communication equipment, Customer's controller cabinet, etc.

1.31. "Violation" means any traffic violation authorized for photo enforcement as prohibited by the Vehicle Code or any applicable rule, regulation or law of any other Governmental Authority, including but not limited to operating a motor vehicle contrary to traffic signals, and operating a motor vehicle without displaying a valid license plate or registration.

1.32. "Violations Data" means the images and other Violations data gathered by the Redflex System at the Designated Intersection Approaches.

1.33. "Warning Period" means a period after the Installation Date of the first intersection approach, wherein only warning notices shall be issued, commencing within 3 days after the system has been installed.

2. **TERM:** The term of this Agreement shall commence as of the date hereof and shall continue for a **period of five (5) years after the issuance of the first citation by the system.** The Customer shall have the right, but not the obligation, to extend the term of this Agreement for up to (4) four additional consecutive and automatic one (1) year periods following the expiration of the Initial Term (each, a "Renewal Term" and collectively with the Initial Term, the "Term"). The Customer may exercise the right to extend the term of this Agreement for a Renewal Term by providing written notice to Redflex not less than thirty (30) days prior to the last day of the Initial Term or the Renewal Term, as the case may be.

3. **SERVICES.** Redflex shall provide the Photo Red Light Enforcement Program to the Customer, in each case in accordance with the terms and provisions set forth in this Agreement.

3.1. Installation. With respect to the construction and installation in accordance with **Exhibit A** of up to eight (8) Designated Intersection Approaches and the installation of the Redflex System at such Designated Intersection Approaches, the Customer and Redflex shall have the respective rights and obligations set forth on **Exhibit B** attached hereto. Up to the additional twelve (12) designated intersection approaches shall be placed and installed as the parties mutually agree.

3.2. Maintenance. With respect to the maintenance of the Redflex System at the Designated Intersection Approaches the Customer and Redflex shall have the respective rights and obligations set forth on **Exhibit C** attached hereto.

3.3. Violation Processing. During the Operational Period, Violations shall be processed as follows:

3.3.1. All Violations Data shall be stored on the Redflex System;

3.3.2. The Redflex System shall process Violations Data gathered from the Designated Intersection Approaches into a format capable of review by the Authorized Employee via the Redflex System;

3.3.3. The Redflex Photo Enforcement System will be accessible by Authorized Staff through a secure and encrypted connection by use of a confidential user account on a computer equipped with a high-speed Internet connection and an approved web browser.

3.3.4. Redflex shall provide the Authorized Employee with access to the Redflex System for the purposes of reviewing the pre-processed Violations Data within seven (7) days of the gathering of the Violation Data from the applicable Designated Intersection Approaches.

3.3.5. The Customer shall cause the Authorized Employee to review the Violations Data and to determine whether a citation shall be issued with respect to each Potential Violation captured within such Violation Data, and transmit each such determination in the form of an Electronic Signature to Redflex using the software or other applications or procedures provided by Redflex on the Redflex System for such purpose not later than midnight on the seventh (7th) calendar day from the date of receipt of the Violations Data from Redflex, and REDFLEX HEREBY ACKNOWLEDGES AND AGREES THAT THE DECISION TO ISSUE A CITATION SHALL BE THE SOLE, UNILATERAL AND EXCLUSIVE DECISION OF THE AUTHORIZED EMPLOYEE AND SHALL BE MADE IN SUCH AUTHORIZED EMPLOYEE'S SOLE DISCRETION (A "CITATION DECISION"), AND IN NO EVENT SHALL REDFLEX HAVE THE ABILITY OR AUTHORIZATION TO MAKE A CITATION DECISION.

3.3.6. With respect to each Authorized Violation, Redflex shall print and mail a Citation within five (5) calendar days after Redflex's receipt of such authorization; provided, however, during the Warning Period, warning violation notices shall be issued in respect of all Authorized Violations;

3.3.7. Redflex shall provide a toll-free telephone number and a staffed office within fifteen (15) linear miles from the closest Town border for the purposes of answering citizen inquiries and providing customer service;

3.3.8. Redflex shall permit the Authorized Employee to generate reports using the Redflex Standard Report System.

3.3.9. Upon Redflex's receipt of a written request from the Customer and in addition to the Standard Reports, Redflex shall provide, without cost to the Customer, reports regarding the processing and issuance of Citations, the maintenance and downtime records of the Designated Intersection Approaches and the functionality of the Redflex System with respect thereto to the Customer in such format and for such periods as mutually agreed upon.

3.3.10. Upon Redflex's receipt of a written request from the Customer at least fourteen (14) calendar days in advance of court proceeding, Redflex shall provide expert witnesses for use by the Customer in prosecuting Violations; provided, however, the Customer shall seek judicial notice in lieu of requiring Redflex to provide such expert witnesses; Following the first six (6) months there would be no charge for a **reasonable** volume of requests each twelve (12) months.

3.3.11. During the three (3) month period following the Installation Date, Redflex shall provide such training to Customer personnel as shall be reasonably necessary in order to allow such personnel to act as expert witnesses on behalf of the Customer with respect to the Redlight Enforcement Program.

3.4. Records Retention. Redflex shall retain confidential information to include photographic evidence and data associated with the photo enforcement program for a period of up to 365 consecutive days and shall be accessible to the Town of Farragut, TN. Before destroying the information related to the customer's program Redflex shall notify customer and make all such information available for the customer to retain if desired.

3.5. Other Rights and Obligations. During the Term, in addition to all of the other rights and obligations set forth in this Agreement, Redflex and the Customer shall have the respective rights and obligations set forth on **Exhibit E** attached hereto. If the citation is challenged the Customer and Redflex will collaborate and work through the courts of jurisdiction until a decision is reached with regard to the challenged citation. .

3.6. Change Orders. The Customer may from time to time request changes to the work required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement by providing written notice thereof to Redflex, setting forth in reasonable detail the proposed changes (a "Change Order Notice"). Upon Redflex's receipt of a Change Order Notice, Redflex shall deliver a written statement describing the cost, if any (the "Change Order Proposal"). The Change Order Proposal shall include (i) a detailed breakdown of the charge and schedule effects, (ii) a description of any resulting changes to the specifications and obligations of the parties, (iii) a schedule for the delivery and other performance obligations, and (iv) any other information relating to the proposed changes reasonably requested by the Customer. Following the Customer's receipt of the Change Order Proposal, the parties shall negotiate in good faith and agree to a plan and schedule for implementation of the proposed changes, the time, manner and amount of payment or price increases or decreases, as the case may be, and any other matters relating to the proposed changes; provided, however, in the event that any proposed change involves only the addition of equipment or services to the existing Designated Intersection Approaches, or the addition of Intersection Approaches to be covered by the terms of this Agreement, to the maximum extent applicable, the pricing terms set forth in **Exhibit D** shall govern. Any failure of the parties to reach agreement with respect to any of the foregoing as a result of any proposed changes shall not be deemed to be a breach of this Agreement, and any disagreement shall be resolved in accordance with Section 10.

4. **LICENSE; RESERVATION OF RIGHTS.**

4.1. License. Subject to the terms and conditions of this Agreement, Redflex hereby grants the Customer, and the Customer hereby accepts from Redflex upon the terms and conditions herein specified, a non-exclusive, non-transferable license during the Term of this Agreement to: (a) solely within the State of Tennessee, access and use the Redflex System for the sole purpose of reviewing Potential Violations and authorizing the issuance of Citations pursuant to the terms of this Agreement, and to print copies of any content posted on the Redflex System in connection therewith, (b) disclose to the public (including outside of the Town of Farragut that Redflex is providing services to the Customer in connection with Photo Red Light Enforcement Program pursuant to the terms of this Agreement, and (c) use and display the Redflex Marks on or in marketing, public awareness or education, or other publications or

materials relating to the Photo Red Light Enforcement Program, so long as any and all such publications or materials are mutually approved in advance by Redflex and the Town of Farragut.

4.2. Reservation of Rights. The Customer hereby acknowledges and agrees that: (a) Redflex is the sole and exclusive owner of the Redflex System, the Redflex Marks, all Intellectual Property arising from or relating to the Redflex System, and any and all related Equipment, (b) the Customer neither has nor makes any claim to any right, title or interest in any of the foregoing, except as specifically granted or authorized under this Agreement, and (c) by reason of the exercise of any such rights or interests of Customer pursuant to this Agreement, the Customer shall gain no additional right, title or interest therein.

4.3. Restricted Use. The Customer hereby covenants and agrees that it shall not (a) make any modifications to the Redflex System, including but not limited to any Equipment, (b) alter, remove or tamper with any Redflex Marks, (c) use any of the Redflex Marks in any way which might prejudice their distinctiveness, validity or the goodwill of Redflex therein, (d) use any trademarks or other marks other than the Redflex Marks in connection with the Customer's use of the Redflex System pursuant to the terms of this Agreement without first obtaining the prior consent of Redflex, or (e) disassemble, de-compile or otherwise perform any type of reverse engineering to the Redflex System, the Redflex System, including but not limited to any Equipment, or to any, Intellectual Property or Proprietary Property of Redflex, or cause any other Person to do any of the foregoing.

4.4. Protection of Rights. Redflex shall have the right to take whatever action it deems necessary or desirable to remedy or prevent the infringement of any Intellectual Property of Redflex, including without limitation the filing of applications to register as trademarks in any jurisdiction any of the Redflex Marks, the filing of patent application for any of the Intellectual Property of Redflex, and making any other applications or filings with appropriate Governmental Authorities. The Customer shall not take any action to remedy or prevent such infringing activities, and shall not in its own name make any registrations or filings with respect to any of the Redflex Marks or the Intellectual Property of Redflex without the prior written consent of Redflex.

4.5. Infringement. The Customer shall use its reasonable best efforts to give Redflex prompt notice of any activities or threatened activities of any Person of which it becomes aware that infringes or violates the Redflex Marks or any of Redflex's Intellectual Property or that constitute a misappropriation of trade secrets or act of unfair competition that might dilute, damage or destroy any of the Redflex Marks or any other Intellectual Property of Redflex. Redflex shall have the exclusive right, but not the obligation, to take action to enforce such rights and to make settlements with respect thereto. In the event that Redflex commences any enforcement action under this Section 4.5, then the Customer shall render to Redflex such reasonable cooperation and assistance as is reasonably requested by Redflex, and Redflex shall be entitled to any damages or other monetary amount that might be awarded after deduction of actual

costs; provided, that Redflex shall reimburse the Customer for any reasonable costs incurred in providing such cooperation and assistance.

4.6. Infringing Use. The Customer shall give Redflex prompt written notice of any action or claim action or claim, whether threatened or pending, against the Customer alleging that the Redflex Marks, or any other Intellectual Property of Redflex, infringes or violates any patent, trademark, copyright, trade secret or other Intellectual Property of any other Person, and the Customer shall render to Redflex such reasonable cooperation and assistance as is reasonably requested by Redflex in the defense thereof; provided, that Redflex shall reimburse the Customer for any reasonable costs incurred in providing such cooperation and assistance. If such a claim is made and Redflex determines, in the exercise of its sole discretion, that an infringement may exist, Redflex shall have the right, but not the obligation, to procure for the Customer the right to keep using the allegedly infringing items, modify them to avoid the alleged infringement or replace them with non-infringing items.

5. REPRESENTATIONS AND WARRANTIES.

5.1. Redflex Representations and Warranties.

5.1.1. Authority. Redflex hereby warrants and represents that it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder.

5.1.2. Professional Services. Redflex hereby warrants and represents that any and all services provided by Redflex pursuant to this Agreement shall be performed in a professional and workmanlike manner and, with respect to the installation of the Redflex System, subject to applicable law, in compliance with all specifications provided to Redflex by the Customer.

5.1.3. Redflex warrants that the Redflex system and the photo red light enforcement program has and will work as it has been demonstrated to representatives of the Town of Farragut.

5.2. Customer Representations and Warranties.

5.2.1. Authority. The Customer hereby warrants and represents that it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder.

5.2.2. Professional Services. The Customer hereby warrants and represents that any and all services provided by the Customer pursuant to this Agreement shall be performed in a professional and workmanlike manner.

5.3. Limited Warranties. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, REDFLEX MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH

RESPECT TO THE REDFLEX SYSTEM OR ANY RELATED EQUIPMENT OR WITH RESPECT TO THE RESULTS OF THE CUSTOMER'S USE OF ANY OF THE FOREGOING. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, REDFLEX DOES NOT WARRANT THAT ANY OF THE DESIGNATED INTERSECTION APPROACHES OR THE REDFLEX SYSTEM WILL OPERATE IN THE WAY THE CUSTOMER SELECTS FOR USE, OR THAT THE OPERATION OR USE THEREOF WILL BE UNINTERRUPTED. THE CUSTOMER HEREBY ACKNOWLEDGES THAT THE REDFLEX SYSTEM MAY MALFUNCTION FROM TIME TO TIME, AND SUBJECT TO THE TERMS OF THIS AGREEMENT, REDFLEX SHALL DILIGENTLY ENDEAVOR TO CORRECT ANY SUCH MALFUNCTION IN A TIMELY MANNER.

6. **TERMINATION.**

6.1. **Termination For Cause.** Either party shall have the right to terminate this Agreement immediately by written notice to the other if (i) state statutes are amended to prohibit or substantially change the operation of photo red light enforcement systems; (ii) any court having jurisdiction over City rules, or state or federal statute declares, that results from the Redflex System of photo red light enforcement are inadmissible in evidence; or (iii) the other party commits any material breach of any of the provisions of this Agreement. In the event of a termination due to Section 6.1(i) or 6.1(ii) above, Customer shall be relieved of any further obligations for payment to Redflex other than as specified in **Exhibit "D"**. Either party shall have the right to remedy the cause for termination (Sec 6.1) within forty-five (45) calendar days (or within such other time period as the Customer and Redflex shall mutually agree, which agreement shall not be unreasonably withheld or delayed) after written notice from the non-causing party setting forth in reasonable detail the events of the cause for termination.

6.2. The rights to terminate this Agreement given in this Section 6.1 shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other breach of this Agreement.

6.3. **Procedures Upon Termination.** The termination of this Agreement shall not relive either party of any liability that accrued prior to such termination. Except as set forth in Section 6.3, upon the termination of this Agreement, all of the provisions of this Agreement shall terminate and:

6.3.1. Redflex shall (i) immediately cease to provide services, including but not limited to work in connection with the construction or installation activities and services in connection with the Photo Red Light Enforcement Program, (ii) promptly deliver to the Customer any and all Proprietary Property of the Customer provided to Redflex pursuant to this Agreement, (iii) promptly deliver to the Customer a final report to the Customer regarding the collection of data and the issuance of Citations in such format and for such periods as the Customer may reasonably request, and which final report Redflex shall update or supplement from time to time when and if additional data or information becomes available, (iv) promptly deliver to Customer a final invoice stating all fees and

charges properly owed by Customer to Redflex for work performed and Citations issued by Redflex prior to the termination, and (v) provide such assistance as the Customer may reasonably request from time to time in connection with prosecuting and enforcing Citations issued prior to the termination of this Agreement. Immediately upon termination Redflex is no longer bound to the Data Retention Requirements for any data and if Customer wishes to obtain the data it must be conveyed at the time of termination. Redflex will transfer the data and relevant information to Customer by a mutually agreed upon method. Customer will assume the burden for all costs associated with this task including but not limited to administrative, storage media, storage media authoring devices, and internet bandwidth used for transferring data. Redflex will provide no tools for accessing this data or other guarantees.

6.3.2. The Customer shall (i) immediately cease using the Photo Red Light Enforcement Program, accessing the Redflex System and using any other Intellectual Property of Redflex, (ii) promptly deliver to Redflex any and all Proprietary Property of Redflex provided to the Customer pursuant to this Agreement.

6.3.3. Unless the Customer and Redflex have agreed to enter into a new agreement relating to the Photo Red Light Enforcement Program or have agreed to extend the Term of this Agreement, Redflex shall remove any and all Equipment or other materials of Redflex installed in connection with Redflex's performance of its obligations under this Agreement, including but not limited to housings, poles and camera systems, and Redflex shall restore the Designated Intersection Approaches to substantially the same condition such Designated Intersection Approaches were in immediately prior to this Agreement.

6.4. Survival. Notwithstanding the foregoing, the definitions and each of the following shall survive the termination of this Agreement: (x) Sections 4.2 (Reservation of Rights), 5.1 (Redflex Representations and Warranties), 5.2 (Customer Representations and Warranties), 5.3 (Limited Warranty), 7 (Confidentiality), 8 (Indemnification and Liability), 9 (Notices), 10 (Dispute Resolution), 11.1 (Assignment), 11.17 (Applicable Law), 11.16 (Injunctive Relief; Specific Performance) and 11.18 (Jurisdiction and Venue), and (y) those provisions, and the rights and obligations therein, set forth in this Agreement which either by their terms state, or evidence the intent of the parties, that the provisions survive the expiration or termination of the Agreement, or must survive to give effect to the provisions of this Agreement.

7. CONFIDENTIALITY. Except as required by law, during the term of this Agreement and for a period of three (3) years thereafter, neither party shall disclose to any third person, or use for itself in any way for pecuniary gain, any Confidential Information learned from the other party during the course of the negotiations for this Agreement or during the Term of this Agreement. Upon termination of this Agreement, each party shall return to the other all tangible Confidential Information of such party. Each party shall retain in confidence and not disclose to any third party any Confidential Information without the other party's express written consent, except (a) to its employees

who are reasonably required to have the Confidential Information, (b) to its agents, representatives, attorneys and other professional advisors that have a need to know such Confidential Information, provided that such parties undertake in writing (or are otherwise bound by rules of professional conduct) to keep such information strictly confidential, and (c) pursuant to, and to the extent of, a request or order by any Governmental Authority, including laws relating to public records.

8. INDEMNIFICATION AND LIABILITY.

8.1. Indemnification by Redflex. Redflex hereby agrees to defend and indemnify the Customer and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assignees and each of their affiliates, and all persons acting by, through, under or in concert with them, or any of them (individually a "Customer Party" and collectively, the "Customer Parties") against, and to protect, save and keep harmless the Customer Parties from, and to pay on behalf of or reimburse the Customer Parties as and when incurred for, any and all liabilities, obligations, losses, damages, penalties, demands, claims, actions, suits, judgments, settlements, costs, expenses and disbursements (including reasonable attorneys', accountants' and expert witnesses' fees) of whatever kind and nature (collectively, "Losses"), which may be allegedly against, imposed on or incurred by any Customer Party arising out of or related to (a) any material misrepresentation, inaccuracy or breach of any covenant, warranty or representation of Redflex contained in this Agreement, (b) the willful misconduct of Redflex, its employees or agents which result in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the willful misconduct of any Customer Party; or (c) the failure, malfunction, collapse or placement of any Equipment or other materials of Redflex installed in connection with Redflex's performance of its obligations under this Agreement, including, but not limited to, housings, poles and camera systems, which results in death or bodily injury to any natural person (including third parties) or damage to any real or tangible personal property (including the personal property of third parties).

8.2. Indemnification by Customer. Subject to Section 8.3, and subject to limitations of Tennessee Law on municipal corporations, the liability of Customer to Redflex and third parties for any claims, damages, losses, or costs arising out of or related to acts performed by the Customer under this Agreement shall be governed and limited by the provisions of the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. §§ 29-20-101, et seq., for claims sounding in tort, and by this Agreement for claims sounding in contract.

8.3. Limited Liability. Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any indirect, incidental, special, lost profits or consequential damages, however caused and on any theory of liability arising out of or relating to this Agreement.

9. **NOTICES.** Any notices to be given hereunder shall be in writing, and shall be deemed to have been given (a) upon delivery, if delivered by hand, (b) three (3) days after being mailed first class, certified mail, return receipt requested, postage and registry fees prepaid, or (c) one Business Day after being delivered to a reputable overnight courier service, excluding the U.S. Postal Service, prepaid, marked for next day delivery, if the courier service obtains a signature acknowledging receipt, in each case addressed or sent to such party as follows:

9.1. Notices to Redflex:

Redflex Traffic Systems, Inc.
23751 N 23rd Ave
Phoenix, Arizona 85085
Attention: PROGRAM MANAGEMENT
Facsimile: 623 207-2050

9.2. Notices to the Customer:

Town Administrator
Town of Farragut
11408 Municipal Center Drive
Farragut, TN 37934
(865) 966-7057 phone
(865) 675-2096 fax

10. **DISPUTE RESOLUTION.** Upon the occurrence of any dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement, the subject matter hereof, or the interpretation or enforcement hereof (the "Dispute"), the parties shall engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the parties will appoint a designated officer whose task it shall be to meet for the purpose of attempting to resolve such Dispute. The designated officers shall meet as often as the parties shall deem to be reasonably necessary. Such officers will discuss the Dispute. If the parties are unable to resolve the Dispute in accordance with this Section (Section 10), and in the event that either of the parties concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the parties may mutually agree to submit to binding arbitration or mediation. The mediator shall be mutually selected by Redflex and the Customer from the State of Tennessee Association of Professional Mediators

11. MISCELLANEOUS.

11.1. Assignment. Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed; provided, however, The Customer hereby acknowledges and agrees that the execution (as outlined in **Exhibit F**), delivery and performance of Redflex's rights pursuant to this Agreement shall require a significant investment by Redflex, and that in order to finance such investment, Redflex may be required to enter into certain agreements or arrangements ("Financing Transactions") with equipment lessors, banks, financial institutions or other similar persons or entities (each, a "Financial Institution" and collectively, "Financial Institutions"). The Customer hereby agrees that Redflex shall have the right to assign, pledge, hypothecate or otherwise transfer ("Transfer") its rights, or any of them, under this Agreement to any Financial Institution in connection with any Financing Transaction between Redflex and any such Financial Institution, subject to the Customer's prior written approval, which approval shall not be unreasonably withheld or delayed. The Customer further acknowledges and agrees that in the event that Redflex provides written notice to the Customer that it intends to Transfer all or any of Redflex's rights pursuant to this Agreement, and in the event that the Customer fails to provide such approval or fails to object to such Transfer within forty-five (45) business days after its receipt of such notice from Redflex, for the purposes of this Agreement, the Customer shall be deemed to have consented to and approved such Transfer by Redflex. Notwithstanding the above, this Agreement shall inure to the benefit of, and be binding upon, the parties hereto, and their respective successors or assigns.

11.2. Relationship Between Redflex and the Customer. Nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture or the relationship of principal and agent or employer and employee between the parties. The relationship between the parties shall be that of independent contractors, and nothing contained in this Agreement shall create the relationship of principal and agent or otherwise permit either party to incur any debts or liabilities or obligations on behalf of the other party (except as specifically provided herein).

11.3. Audit Rights. Each of parties hereto shall have the right to audit to audit the books and records of the other party hereto (the "Audited Party") solely for the purpose of verifying the payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than forty-eight (48) hours' prior notice to the Audited Party, at mutually convenient times and during the Audited Party's normal business hours. Except as otherwise provided in this Agreement, the cost of any such audit shall be borne by the non-Audited Party. In the event any such audit establishes any underpayment of any payment payable by the Audited Party to the non-Audited Party pursuant to this Agreement, the Audited Party shall promptly pay the amount of the shortfall, and in the event that any such audit establishes that the Audited Party has underpaid any payment by more than twenty five percent (25%) of the amount of actually owing, the cost of such audit shall be borne by the Audited Party. In the event any such audit establishes any overpayment by the Audited Party of any payment made pursuant to

this Agreement, non-Audited Party shall promptly refund to the Audited Party the amount of the excess.

11.4. Force Majeure. Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by Redflex, and unusually severe weather. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

11.5. Entire Agreement. This Agreement represents the entire Agreement between the parties, and there are no other agreements (other than invoices and purchase orders), whether written or oral, which affect its terms. This Agreement may be amended only by a subsequent written agreement signed by both parties.

11.6. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.

11.7. Waiver. Any waiver by either party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof.

11.8. Construction Except as expressly otherwise provided in this Agreement, this Agreement shall be construed as having been fully and completely negotiated and neither the Agreement nor any provision thereof shall be construed more strictly against either party.

11.9. Headings. The headings of the sections contained in this Agreement are included herein for reference purposes only, solely for the convenience of the parties hereto, and shall not in any way be deemed to affect the meaning, interpretation or applicability of this Agreement or any term, condition or provision hereof.

11.10. Execution And Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one instrument. Any one of such counterparts shall be sufficient for the purpose of proving the existence and terms of this Agreement, and no party shall be required to produce an original or all of such counterparts in making such proof.

11.11. Covenant Of Further Assurances. All parties to this Agreement shall, upon request, perform any and all acts and execute and deliver any and all certificates, instruments and other documents that may be necessary or appropriate to carry out any of the terms, conditions and provisions hereof or to carry out the intent of this Agreement.

11.12. Remedies Cumulative. Each and all of the several rights and remedies provided for in this Agreement shall be construed as being cumulative and no one of them shall be deemed to be exclusive of the others or of any right or remedy allowed by law or equity, and pursuit of any one remedy shall not be deemed to be an election of such remedy, or a waiver of any other remedy.

11.13. Binding Effect. This Agreement shall inure to the benefit of and be binding upon all of the parties hereto and their respective executors, administrators, successors and permitted assigns.

11.14. Compliance With Laws. Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any term, condition or provision of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the term, condition or provision of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law, provided that such construction is consistent with the intent of the Parties as expressed in this Agreement.

11.15. No Third Party Benefit. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any Person who is not a party to this Agreement.

11.16. Injunctive Relief; Specific Performance. The parties hereby agree and acknowledge that a breach of Sections 4.1 (License), 4.3 (Restricted Use) or 7 (Confidentiality) of this Agreement would result in severe and irreparable injury to the other party, which injury could not be adequately compensated by an award of money damages, and the parties therefore agree and acknowledge that they shall be entitled to injunctive relief in the event of any breach of any material term, condition or provision of this Agreement, or to enjoin or prevent such a breach, including without limitation an action for specific performance hereof.

11.17. Applicable Law. This Agreement shall be governed by and construed in all respects solely in accordance with the laws of the State of Tennessee, United States.

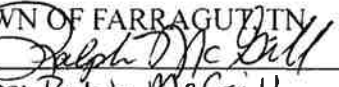
11.18. Jurisdiction And Venue. Any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction and venue of the courts located in the County of Knox, Tennessee and both parties specifically agree to be bound by the jurisdiction and venue thereof.

11.19. Hold Harmless For Construction Activities. The Customer shall not be responsible for cessation of operation of the Red Light Photo Enforcement Program made necessary in the opinion of the Customer by road, sidewalk, or utility construction which is possible from time to time and will result in no liability on the part of the Customer to Redflex.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above.

"Customer"

TOWN OF FARRAGUT, TN

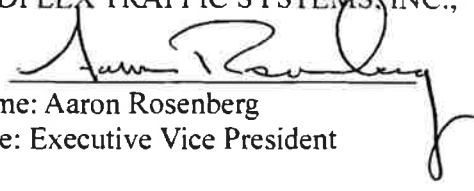
By: 

Name: Ralph McGill

Title: Mayor

"Redflex"

REDFLEX TRAFFIC SYSTEMS, INC.,

By: 

Name: Aaron Rosenberg

Title: Executive Vice President

EXHIBIT "A"
Designated Intersection Approaches

The contract is for the implementation of up to twenty (20) intersection approaches. Identification of enforced intersection approaches will be based on mutual agreement between Redflex and the Customer as warranted by community safety and traffic needs.

The Customer will provide the list of proposed intersections under consideration prior to formal project kick-off to the designated Redflex project manager. The four (4) intersections and approaches to immediately receive the red light camera systems are outlined in the Implementation Plan below:

Implementation Plan

0-60 days from Notice to Proceed: Campbell Station Road and Kingston Pike; two (2) approaches

0-90 days from Notice to Proceed: Campbell Station Road and Parkside; two (2) approaches

0-120 days from Notice to Proceed: Kingston Pike and Smith Road; two (2) approaches;

0-180 days from Notice to Proceed: Kingston Pike and Concord Road; two (2) approaches

Note: The two approaches per intersection is based on the town enforcing in addition to red light running citations, left and right turn enforcement.

Note: Redflex will conduct studies of all the unmonitored approaches at the above referenced intersections within twelve (12) consecutive months from the installation date of the first intersection to have an operational camera installed. The studies will be by way of a 12-hour video of the approaches during the daytime hours and will be for the purpose of determining whether the reduction of violations at the unmonitored approaches commensurate with the adjoining monitored approaches so a decision can be made as to the advisability of adding camera monitoring at the unmonitored approaches.

EXHIBIT “B”

Construction and Installation Obligations

Timeframe for Installation: Fixed Photo Red Light System

Redflex will have each specified approach installed and activated in phases in accordance with an implementation plan as listed in Exhibit A

Redflex will install and activate the first specified intersection within sixty (60) days following the Notice to Proceed by the Town of Farragut. Customer agrees that the timeframe for installation and activation are subject to conditions beyond the control of Redflex (acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by Redflex, and catastrophic weather) TDOT or any county and state restrictions, approvals, and process that are required per law and natural disasters and are not guaranteed.

In order to provide the Customer with timely completion of the photo enforcement project, Redflex Traffic Systems requires that the Customer assist with obtaining timely approval of any required permit requests. The Customer acknowledges the importance of the safety program and undertakes that in order to keep the project on schedule the Customer will provide engineering review(s) of Redflex permit requests and all documentation in a timely manner.

1. Redflex Obligations. Redflex shall do or cause to be done each of the following (in each case, unless otherwise stated below, at Redflex’s sole expense):
 - 1.1 Appoint the Redflex Project Manager and a project implementation team;
 - 1.2 Develop and submit to the Customer for approval, construction and installation specifications in reasonable detail for the Designated Intersection Approaches, including but not limited to specifications for all radar sensors, pavement loops, electrical connections and traffic controller connections, as required; and
 - 1.3 Seek approval from the relevant Governmental Authorities having authority or jurisdiction over the construction and installation specifications for the Designated Intersection Approaches (collectively, the “Approvals”), which will include compliance with City permit applications.
 - 1.4 Finalize the acquisition of the Approvals;
 - 1.5 Assist the Customer in developing a public awareness strategy, which may include media and educational materials;
 - 1.6 Develop the Redlight Violation Criteria in accordance to the law;

- 1.7 Develop the Enforcement Documentation for approval by the Customer, which approval shall not be unreasonably withheld;
- 1.8 Complete the installation and testing of all necessary Equipment, including hardware and software, at the Designated Intersection Approaches.
- 1.9 Cause an electrical sub-contractor to complete all reasonably necessary electrical work at the Designated Intersection Approaches, including but not limited to the installation of all related Equipment and other detection sensors, poles, cabling, telecommunications equipment and wiring, which work shall be performed in compliance with all applicable local, state and federal laws and regulations;
- 1.10 Install and test the functionality of the Designated Intersection Approaches with the Redflex System and establish fully operational Violation processing capability with the Redflex System;
- 1.11 Implement the use of the Redflex System at each of the Designated Intersection Approaches as outlined in **Exhibit A**;
- 1.12 Deliver the Materials to the Customer; and
- 1.13 Citation processing and citation issuance/re-issuance for Authorized Violations;
- 1.14 Redflex shall provide training (i) for up to fifteen (15) personnel of the Customer, including but not limited to the persons who Customer shall appoint as Authorized Employees and other persons involved in the administration of the Redlight Photo Enforcement Program, (ii) for up to sixteen (16) hours in the aggregate, (iii) regarding the operation of the Redflex System and the Redlight Photo Enforcement Program, which training shall include training with respect to the Redflex System and its operations, strategies for presenting Violations Data in court and judicial proceedings and a review of the Enforcement Documentation;
- 1.15 Redflex will provide and install any required enforcement signage.
- 1.16 Interact with court and judicial personnel to address issues regarding the implementation of the Redflex System, the development of a subpoena processing timeline that will permit the offering of Violations Data in court and judicial proceedings, and coordination between Redflex, the Customer and WHERE APPLICABLE juvenile court personnel
- 1.17 Redflex shall install only the detection hardware described as the "Klondike bar" or FMS style detection monitors that are bored into specific sections in the pavement. The Town Engineer shall be notified by Redflex when Redflex plans to install the detection monitors. Physical Installation shall be monitored by Town of Farragut Engineering staff.

- 1.18 Redflex shall provide \$4,000.00 to Customer to be used solely for the purchase and maintenance of the in-office monitoring equipment (laptop computer, Town Hall kiosk, wall monitor for offender viewing, related hardware expenses) Total Redflex cost shall not exceed \$4,000.00. Customer shall purchase the equipment and invoice Redflex at which time Redflex shall reimburse the Customer within three (3) months of receipt.
- 1.19 Redflex shall provide at no additional cost to the Customer the ability for real-time monitoring of the installed intersection approaches
2. CUSTOMER OBLIGATIONS. The Customer shall do or cause to be done each of the following (in each case, unless otherwise stated below, at Customer's sole expense):
 - 2.1 Appoint the Authorized Employee;
 - 2.2 Assist Redflex in obtaining the Drawings from the relevant Governmental Authorities;
 - 2.3 Notify Redflex of any specific requirements relating to the construction and installation of any Intersection Approaches or the implementation of the Redlight Photo Enforcement Program;
 - 2.4 Provide assistance to Redflex in obtaining access to the records data of the Department of Motor Vehicles in Redflex's capacity as an independent contractor to the Customer;
 - 2.5 Assist Redflex in seeking the Approvals;
 - 2.6 Provide reasonable access to the Customer's properties and facilities in order to permit Redflex to install and test the functionality of the Designated Intersection Approaches and the Redlight Photo Enforcement Program;
 - 2.7 Provide reasonable access to the personnel of the Customer and reasonable information about the specific operational requirements of such personnel for the purposes of performing training;
 - 2.8 Seek approval or amendment of Awareness Strategy and provide written notice to Redflex with respect to the quantity of media and program materials (the "Materials") that the Customer will require in order to implement the Awareness Strategy during the period commencing on the date on which Redflex begins the installation of any of the Designated Intersection Approaches and ending one (1) month after the Installation Date;
 - 2.9 Assist Redflex in developing the Redlight Violation Criteria;
 - 2.10 Seek approval of the Enforcement Documentation;

- 2.11 The Customer shall provide on an agreed upon frequency, without cost to Redflex, reports regarding the prosecution of Citations, the collection of fines, fees and other monies and available collision data, in such format and for such periods as Redflex may reasonably request;
- 2.12 Yellow Light Timing Review: The Customer is responsible to ensure that the yellow or amber light phase timing at all photo enforced intersections meets minimum standards according to Federal, State, and local laws, guidelines, and/or rules;
- 2.13 Provide on-going adequate electrical power in order to operate the systems;
- 2.14 Allow Redflex to use existing conduit space as available;
- 2.15 Be responsible to provide and install LED traffic signal lights (yellow and red) at all enforced locations, and;
- 2.16 Be responsible for all web browsers and high speed Internet access necessary to operate the systems

EXHIBIT "C"
Maintenance

1. All repair and maintenance of Photo Red Light Enforcement systems and related equipment will be the sole responsibility of Redflex, including but not limited to maintaining the casings of the cameras included in the Redflex System and all other Equipment in reasonably clean and graffiti-free condition.
2. Redflex shall not open the Traffic Signal Controller Boxes without a representative of city Traffic Engineering present.
3. In the event that images of a quality suitable for the Authorized Employee to identify Violations cannot be reasonably obtained without the use of flash units, Redflex shall provide and install such flash units.
4. Redflex may assign specific personnel to provide follow up assistance to the Customer in the form of the HELPDESK, a designated Customer Service Representative and a Director of Accounts.

EXHIBIT "D"

COMPENSATION & PRICING

Tier	Citations (average approach/system month)	Paid per per	Redflex share per paid citation
Tier 3	151+ citations paid per mo		\$18.00
Tier 2	101-150 citations paid per mo		\$25.00
Tier 1	1-100 citations paid per mo		\$39.50

Penalty fees for violator late payments are to be split evenly between the parties and do contribute to gross receipt tiers.

Cost Neutrality

Cost neutrality is assured to Customer - Customer will never be required to pay Redflex more than actual cash received.

Redflex shall be responsible for the collection of all fees for violations and for pursuing collections for non-paid violations. The Customer shall create a special revenue account at a local bank in which deposits by Redflex shall be made at the end of each month after completion of the installation of and commencement of operations of the Redflex system at an approach and the agreed upon warning period. **The deposit amounts shall be the balance of the fees collected after Redflex has deducted their costs per the pricing scale above.**

1. In the event that the contract ends or is terminated and an invoiced balance is still owed to the Customer, all subsequent receipts from automated red light violations for a period of 12 months from date of termination will be applied to such balance and paid to Customer
2. Cost neutrality will be reconciled and any necessary adjustments made at the end of the contract.
3. Cost neutrality is guaranteed except as follows:
 - If police fail to approve violations by midnight on the due date as defined in 3.3.5

BUSINESS ASSUMPTIONS FOR ALL PRICING OPTIONS:

1. Redflex construction will be able to utilize existing conduit for installation where space is available. If it is determined that new conduit must be installed the cost of the installation of the same shall be borne by Redflex.
2. Redflex agrees to pay the customer monthly.
3. The provision of all necessary communication, broadband and telephone services to the Designated Intersection Approaches will be the sole responsibility of Redflex
4. The on-going provision of any and all necessary electrical power to the Designated Intersection Approaches will be the sole responsibility of the Customer
5. Redflex shall be solely responsible for installing required signage. Redflex shall be solely responsible for the fabrication of any signage, notices or other postings required pursuant to any law, rule or regulation of any Governmental Authority ("Signage"), including but not limited to the Vehicle Code, and Customer shall determine the placement of such Signage. Redflex shall submit signage design drawings and location to the Customer for approval prior to installation.
6. The Customer shall require any and all employees who may operate or occupy the Equipped Motor Vehicles to complete a mandatory training program to insure that (a) the Equipped Motor Vehicles are operated in a safe manner and (b) all warnings and instructions that accompany the Equipped Motor Vehicles are understood and heeded
7. Required Credit Card fees will not be considered to be revenue received and are the responsibility of the violator.
8. Roadway/Intersection improvement projects: Customer shall reimburse Redflex the costs of replacing and or modification of operational system approaches.

Exhibit "E"

Additional Rights and Obligations

Redflex and the Customer shall respectively have the additional rights and obligations set forth below:

1. Redflex shall assist the Customer in public information and education efforts, including but not limited to the development of artwork for utility bill inserts, press releases and schedules for any public launch of the Redlight Photo Enforcement Program (actual print and production costs are the sole responsibility of the Customer).
2. The Customer shall not access the Redflex System or use the Redlight Photo Enforcement Program in any manner other than prescribe by law and which restricts or inhibits any other Person from using the Redflex System or the Redflex Photo Enforcement Program with respect to any Intersection Approaches constructed or maintained by Redflex for such Person, or which could damage, disable, impair or overburden the Redflex System or the Redflex Photo Enforcement Program, and the Customer shall not attempt to gain unauthorized access to (i) any account of any other Person, (ii) any computer systems or networks connected to the Redflex System, or (iii) any materials or information not intentionally made available by Redflex to the Customer by means of hacking, password mining or any other method whatsoever, nor shall the Customer cause any other Person to do any of the foregoing.
3. The Customer shall maintain the confidentiality of any username, password or other process or device for accessing the Redflex System or using the Redlight Photo Enforcement Program.
4. Redflex and the Customer shall advise each other in writing with respect to any applicable rules or regulations governing the conduct of the other on or with respect to the property of such other party, including but not limited to rules and regulations relating to the safeguarding of confidential or proprietary information, and when so advised, Redflex and the Customer shall obey any and all such rules and regulations.
5. The Customer shall promptly reimburse Redflex for the cost of repairing or replacing any portion of the Redflex System, or any property or equipment related thereto, damaged directly or indirectly by the Customer, or any of its employees, contractors or agents.

Insurance

1. Prior to the start of any work described in this Agreement and during the Term, Redflex shall procure and maintain at Redflex's sole cost and expense the following insurance coverage with respect to claims for injuries to persons or damages to property which may arise from or in connection with the performance of work or services pursuant to this Agreement by Redflex, and each of Redflex's subcontractors, agents, representatives and employees:
 - Commercial General Liability Insurance. Commercial General Liability Insurance with coverage of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage;
 - Commercial Automobile Liability Insurance. Commercial Automobile Liability Insurance with coverage of not less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury or property damage, including but not limited to coverage for all automobiles owned and not owned by Redflex and hired by Redflex;
 - Professional Liability (Errors and Omissions) Insurance. Redflex will use its commercial best efforts to procure and maintain Professional Liability (Errors and Omissions) Insurance with coverage of not less than two Million Dollars (\$2,000,000) per claim and in the aggregate.
 - Workers' Compensation and Employer's Liability Insurance. Workers' Compensation Insurance with coverage of not less than that required by the Labor Code of the State of (insert name), and Employer's Liability Insurance with coverage of not less than One Million Dollars (\$1,000,000) per occurrence.
 - Commercial Umbrella Liability: \$19,000,000 Each Incident/\$19,000,000 Aggregate
2. With respect to the Commercial General and Umbrella Liability Insurance the following additional provisions shall apply:
 - The Customer shall be named as additional insureds with respect to the Commercial General and Umbrella Liability Insurance, and such coverage shall contain no special limitations on the scope of protection afforded to such additional insureds. Solely for the purpose of claims made against Customer that are, in fact, covered and insured by the Commercial General and Umbrella Insurance policies, and only to extent of, and the amount of the actual coverage under such policies, customer hereby expressly waives the immunity and the limits of liability provided for in the Governmental Tort Liability Act, Tenn. Code Ann. §§ 29-20-101, et seq. with the intent of complying with the provisions of Tenn. Code Ann. § 29-20-404(a). Redflex shall cause its insurance carrier issuing the

Commercial General and Umbrella Insurance policies to issue an endorsement setting out the foregoing sentence to ensure compliance with Tenn. Code Ann. § 29-20-404(a).

- The insurance coverage procured by Redflex and described above shall be the primary insurance with respect to the Customer in connection with this Agreement, and any insurance or self-insurance maintained by the Customer shall be in excess, and not in contribution to, such insurance.
 - Any failure to comply with the reporting provisions of the various insurance policies described above shall not affect the coverage provided to the Customer, and such insurance policies shall state the such insurance coverage shall apply separately with respect to each additional insured against whom any claim is made or suit is brought, except with respect to the limits set forth in such insurance policies.
3. With respect to the insurance described in the foregoing Section of this **Exhibit E**, if Redflex is notified by any insurer that any insurance coverage will be cancelled, Redflex shall immediately provide written notice thereof to the Customer and shall take all necessary actions to correct such cancellation in coverage limits, and shall provide written notice to the Customer of the date and nature of such correction. If Redflex, for any reason, fails to obtain and maintain the insurance coverage required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement, and the Customer shall have the right, but not the obligation and exercisable in its sole discretion, to either (i) terminate this Agreement and seek damages from Redflex for such breach, or (ii) purchase such required insurance, and without further notice to Redflex, charge all premium costs thereof to Redflex and/or deduct from any amounts due to Redflex pursuant to this Agreement, any premium costs advanced by the Customer for such insurance. Redflex shall promptly remit such excess amount to the Customer upon receipt of written notice of demand from Customer.
4. Redflex shall provide certificates of insurance evidencing the insurance required pursuant to the terms of this Agreement, which certificates shall be executed by an authorized representative of the applicable insurer, and which certificates shall be delivered to the Customer prior to Redflex commencing any work pursuant to the terms of this Agreement.

FORM OF ACKNOWLEDGMENT AND CONSENT

This Acknowledgement and Consent, dated as of _____, 2009, is entered into by and between the Town of Farragut, TN (the "City") and Redflex Traffic Systems, Inc., ("Redflex"), with reference to the Agreement between the Town of Farragut, TN and Redflex Traffic Systems, Inc., for Photo Red Light Enforcement Program and Violation Processing Program, dated as of _____, 2009 by and between the City and Redflex (the "Agreement").

1. Redflex has entered into a Multicurrency Credit Agreement, dated as of June 2, 2008 (the "Multicurrency Credit Agreement"), by and among Redflex, as Borrower, the guarantors from time to time party thereto, as Guarantors, the lenders from time to time party thereto, as Lenders (the "Lenders"), and Bank of Montreal, as Administrative Agent (the "Administrative Agent"), pursuant to which the Lenders have provided certain working capital credit facilities to Redflex. Such credit facilities will provide Redflex the working capital that it needs to perform its obligations to the City under the Agreement.

2. Pursuant to the Multicurrency Credit Agreement, Redflex has granted the Administrative Agent, for the benefit of the secured creditors, a security interest in all of Redflex's personal property as collateral for the payment and performance of Redflex's obligations to the Administrative Agent and the Lenders under the Multicurrency Credit Agreement. Such security interest applies to and covers all of Redflex's contract rights, including, without limitation, all of Redflex's rights and interests under the Agreement.

3. Redflex will not, by virtue of the Multicurrency Credit Agreement, be relieved of any liability or obligation under the Agreement, and the Administrative Agent has not assumed any liability or obligation of Redflex under the Agreement.

4. The Customer hereby acknowledges notice of, and consents to, Redflex's grant of such security interest in favor of the Administrative Agent, for the benefit of the secured creditors, in all of Redflex's rights and interests under the Agreement pursuant to the Multicurrency Credit Agreement.

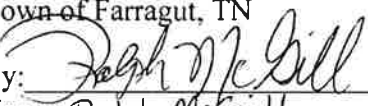
5. The Customer further acknowledges and agrees that this Acknowledgement and Consent shall be binding upon the Customer and shall inure to the benefit of the successors and assigns of the Administrative Agent, and to any replacement lenders which refinance Redflex's obligations to the Administrative Agent and the Lenders under the Multicurrency Credit Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the City and Redflex have caused this Acknowledgement and Consent to be executed by their respective duly authorized and elected officers as of the date first above written.

The City:

Town of Farragut, TN

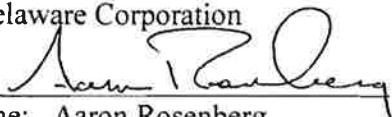
By: 

Name: Ralph McGill

Title: Mayor

Redflex:

REDFLEX TRAFFIC SYSTEMS, INC.,
a Delaware Corporation

By: 

Name: Aaron Rosenberg

Title: Executive Vice President

FIRST AMENDMENT TO AGREEMENT BETWEEN FARRAGUT, TN A MUNICIPAL CORPORATION AND
REFLEX TRAFFIC SYSTEMS, INC. FOR THE PHOTO RED LIGHT ENFORCEMENT PROGRAM

This First Amendment (the "Amendment") is executed this 27th day of September, 2010 by and between Reflex Traffic Systems, Inc. with offices at 27351 N. 23rd Avenue, Phoenix, Arizona 85085 ("Reflex") and the Town of Farragut, TN a municipal corporation with offices at 11408 Municipal Center Drive Farragut, TN 37934 ("Customer").

RECITALS

WHEREAS, Reflex and the Customer previously entered into a certain Agreement dated May 26, 2009 to provide automated photo red light enforcement in the Town of Farragut, TN; and

WHEREAS, Reflex and the Customer mutually agree that the terms of the agreement require modification in order to reflect the realities of photo red light enforcement in Farragut; and

WHEREAS, it is a mutual objective of both Reflex and the Customer to reduce the incidence of vehicle collisions at the traffic intersections and streets that will be monitored pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree that the Agreement should be amended as follows:

AGREEMENT

The provisions of Section 1.17 in Exhibit "B" entitled "Construction and Installation Obligations" shall be deleted in its entirety and the following shall be substituted in lieu thereof:

1.17 Reflex shall install in ground loop detector hardware in the roadway. Reflex's standard installation practice is in-ground inductive loop per traffic industry standards with a 4-turn installation. At such locations where the Reflex inductive loops interfere with city loops or are prohibited by surface limitations, flush-mounted-sensors (FMS) will be installed. This installation will be jointly approved by Reflex and the city in advance of the installation.

IN WITNESS WHEREOF, the parties hereto have executed the First Amendment to the Agreement as the day and year first set forth above.

"Customer"

By: Ralph McGill

Name: Ralph McGill

Title: Mayor

"Reflex"

By: Karen Finley

Name: KAREN FINLEY

Title: CEO

SECOND AMENDMENT TO
EXCLUSIVE AGREEMENT BETWEEN THE TOWN OF FARRAGUT, TN
AND REDFLEX TRAFFIC SYSTEMS, INC. FOR
PHOTO RED LIGHT ENFORCEMENT PROGRAM

This Second Amendment (the "Second Amendment") to the Exclusive Agreement between the Town of Farragut, TN and Redflex Traffic Systems, Inc. for Photo Red Light Enforcement Program is made by and between Redflex Traffic Systems, Inc. ("Redflex") and the Town of Farragut, Tennessee ("the Town") (individually the "Party" and collectively referred to as the "Parties"). The Effective Date of this Second Amendment is November 13, 2014.

RECITALS

1. The Parties executed Exclusive Agreement between the Town of Farragut, TN and Redflex Traffic Systems, Inc. for Photo Red Light Enforcement Program on May 26, 2009 (the "Original Agreement");
2. The Original Agreement was amended on September 27, 2010 (the "First Amendment") (collectively, with the Original Agreement, the "Agreement");
3. The Parties desire to extend the Term of the Agreement and modify the Agreement to reflect changes and improvements to the Program.

NOW THEREFORE, in consideration of the mutual covenants contained in this Second Amendment, and for other valuable consideration received, the Parties amend the Agreement as follows:

TERMS AND CONDITIONS

- A. **Term.** The Initial Term outlined in Section 2 of the Agreement is extended for an additional three (3) years. The Town shall retain the right to extend the Term of the Agreement for up to two (2) additional consecutive and automatic one (1) year periods following the expiration of the Initial Term (each, a "Renewal Term" and collectively with the Initial Term, the "Term"), as outlined in Section 2 of the Agreement. Either Party may exercise the right not to extend the Term for a Renewal Term by providing written notice to the other Party not less than ninety (90) days prior to the last day of the Initial Term or the Renewal Term, as the case may be.
- B. **Upgrades.** After the Effective Date, Redflex shall, at its sole expense, make the following upgrades to the Redflex System:
 1. By May 1, 2015, Redflex will upgrade all Designated Intersection Approaches to high-definition video cameras with a resolution of 720P video with a 1280x720 resolution.
 2. Within two (2) years of the Effective Date, Redflex will upgrade violation detection Equipment for all Designated Intersection Approaches from Flush Mount Systems to

Mapping Radar detection. The Mapping Radar detection system will be located on the signal mast arm to observe approaching vehicles.

3. Redflex will upgrade the Violation Authorization System to include the new Graphic User Interface, Violation Authorization 2 platform which will allow violation authorization access on multiple internet platforms including mobile platforms.

- C. **Pricing.** As of the Effective Date, the pricing outlined in Exhibit D to the Agreement is amended to eliminate the tiered pricing structure and provide that Redflex shall be entitled to \$35.00 per paid Citation. The Parties shall continue to share penalty late fees through a 50%-50% split.

- D. **Maintenance.** Section 5 is added to Exhibit C of the Agreement and shall provide the following:

Redflex will make commercially reasonable efforts to promote the Town's successful utilization of the System, including but not limited to providing the Town with user guides, online help, online training and presentations (as available). Redflex will respond to helpdesk requests for support within 8 hours of the request except where circumstances beyond its control preclude a response within that time. Redflex will use commercially-reasonable efforts to respond to all other support requests within 24 hours for requests received during the period of 8 am to 5 pm Central Standard Time, Monday through Friday. The e-mail support specialist shall be responsible for receiving Town reports of errors in the System, and, to the extent practicable over email or telephone, making commercially-reasonable efforts to assist the Town in resolving the Town's reported problems. If the problem cannot be resolved telephonically, Redflex will use commercially-reasonable efforts to restore functionality in accordance with System specifications within 72 hours of Redflex's receipt of the reported problem.

- E. **Ownership of Non-Violator Data.** Section 3.7 is added and shall provide the following:

Ownership of Non-Violator Data. The Parties agree that Redflex shall have exclusive ownership of all Non-Violator Data generated as a result of the Program. "Non-Violator Data" shall include incident data, infraction rates, average speeds and other categories of data as mutually agreed by Redflex and the Town. Non-Violator Data shall not include any data identifying the registered owner or the violator, or relating in any way to the registered owner's identity or the violator's identity. During the term of this Agreement, the Town shall have a non-exclusive royalty free license to use the Non-Violator Data which will be available online or upon request from the Town during the contract period. This license shall terminate upon termination or expiration of this Agreement.

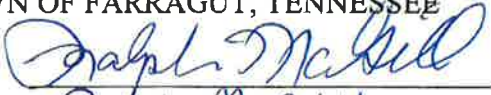
- F. **Future Services.** Section 3.8 is added and shall provide the following:

Future Services. If Tennessee law allows, now or in the future, a Governmental Authority to suspend the ability to register a vehicle, as controlled by the Tennessee Department of Transportation, for Persons with delinquent or unpaid fines, whether criminal or civil, the Parties have the option to execute an amendment to this Agreement for Redflex to provide the Town certain automated scofflaw services under its ASP and ASP2 Programs, as applicable, to implement such law.

- G. **Enforceability of Non-Amended Terms and Conditions.** Except as expressly amended in this Second Amendment, the Terms and Conditions of the Agreement shall remain in full force and effect. To the extent that this Second Amendment conflicts with the terms of the Agreement, this Second Amendment shall control.

Approved as to form, content and legality:

TOWN OF FARRAGUT, TENNESSEE

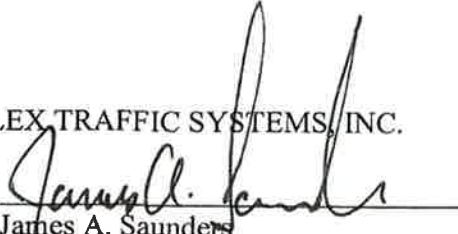
By: 

Name: Ralph McGill

Title: Mayor

Date: 11/13/2014

REDFLEX TRAFFIC SYSTEMS, INC.

By: 

Name: James A. Saunders

Title: CEO and President

Date: 11/6/14

TENNESSEE CODE ANNOTATED
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*** Current through Chapter 85 of the 2017 Regular Session. The commission may make editorial changes to this version and may relocate or redesignate text. Those changes will appear on Lexis.com and Lexis Advance after the publication of the certified volumes and supplements. Pursuant to TCA sections 1-1-110, 1-1-111, and 1-2-114, the Tennessee Code Commission certifies the final, official version of the Tennessee Code. Until the annual issuance of the certified volumes and supplements, references to the updates made by the most recent legislative session should be to the Public Chapter and not TCA. ***

Title 55 Motor and Other Vehicles
Chapter 8 Operation of Vehicles -- Rules of the Road
Part 1 Operation of Vehicles -- Rules of the Road

Tenn. Code Ann. § 55-8-198 (2017)

55-8-198. Citations based on unmanned traffic enforcement cameras.

(a) A traffic citation that is based solely upon evidence obtained from an unmanned traffic enforcement camera that has been installed to enforce or monitor traffic violations shall be considered a nonmoving traffic violation.

(b) (1) Only POST-certified or state-commissioned law enforcement officers shall be authorized to review video evidence from a traffic light signal monitoring system and make a determination as to whether a violation has occurred. If a determination is made that a violation has occurred, a notice of violation or a citation shall be sent by first class mail to the registered owner of the vehicle that was captured by the traffic light signal monitoring system. A notice of violation or a citation shall be sent within twenty (20) business days after the occurrence of the violation, absent exigent circumstances arising from registration irregularities. All notices of violation or citations shall have a Tennessee return address and all responses and payments shall be made to an address in this state. A notice of violation or citation shall allow for payment of the traffic violation or citation within thirty (30) days of the mailing of the notice. No additional penalty or other costs shall be assessed for nonpayment of a traffic violation or citation that is based solely on evidence obtained from unmanned traffic enforcement cameras installed to enforce or monitor traffic violations, unless a second notice is sent by first class mail to the registered owner of the motor vehicle and the second notice provides for an additional thirty (30) days for payment of the violation or citation.

(2) The notice of violation or citation shall state the amount of the fine that is being assessed for the alleged violation. The notice of violation or citation shall state separately any additional fees or court costs that may be assessed if the fine is not paid timely or if the violation or citation is contested and the person is convicted or found guilty of the offense.

(3) The person cited may elect not to contest the charge and may, in lieu of appearance in court, submit a fine not more than fifty dollars (\$50.00) to the address provided on notice of violation or citation.

(4) If the person cited does not pay the traffic citation within the time specified by subdivision (b)(1), then additional fees or court costs may be assessed.

(5) If the person cited does not pay the traffic citation as provided in this section and the person cited appears in court at the time specified, or such later date as may be fixed by the court, and the person is convicted or found guilty of, or enters a plea of nolo contendere to the offense, then additional fees or court costs may be assessed.

(6) Every notice of violation or citation issued that is based solely upon evidence obtained from any traffic enforcement camera used to enforce or monitor traffic violations of § 55-8-110(a)(3), or any

municipal law or ordinance that mirrors, substantially duplicates, or incorporates by cross-reference the language of § 55-8-110(a)(3), shall have printed on the notice or citation the following disclaimer in bold-face type and a font that is the same size as the largest font used on the notice or citation: "Non-payment of this ['notice' or 'citation'] cannot adversely affect your credit score or report, driver license, and/or automobile insurance rates."

(c) Effective July 1, 2011, a political subdivision of the state that installs, owns, operates or maintains either a traffic-control signal light located in an intersection or any other unmanned traffic enforcement camera for the enforcement or monitoring of traffic violations shall ensure that:

(1) The traffic enforcement camera does not identify as a violation of § 55-8-110(a)(3), or any municipal law or ordinance that mirrors, substantially duplicates or incorporates by cross-reference the language of § 55-8-110(a)(3), any vehicle that legally entered the intersection during the green or yellow intervals in accordance with § 55-8-110(a)(1) and (2); and

(2) Appropriate signage is located not less than five hundred feet (500') but not more than one thousand feet (1,000') in advance of the enforcement area of the unmanned traffic enforcement camera informing drivers as to the presence of traffic enforcement cameras at the approaching location. All regulatory and warning signs relating to the intersection or enforcement area shall meet the conventional road size or larger requirements of the MUTCD. Minimum size signing shall not be allowed.

(d) The following vehicles are exempt from receiving a notice of violation:

(1) Emergency vehicles with active emergency lights;

(2) Vehicles moving through the intersection to avoid or clear the way for a marked emergency vehicle;

(3) Vehicles under police escort; and

(4) Vehicles in a funeral procession.

(e) (1) Except as otherwise provided in this subsection (e), the registered owner of the motor vehicle shall be responsible for payment of any notice of violation or citation issued as the result of a traffic light monitoring system.

(2) An owner of a vehicle shall not be responsible for the violation if, on or before the designated court date, the owner furnishes the court an affidavit stating the name and address of the person or entity that leased, rented or otherwise had care, custody or control of the motor vehicle at the time of the violation.

(3) If a motor vehicle or its plates were stolen at the time of the alleged violation, the registered owner must provide an affidavit denying the owner was an operator and provide a certified copy of the police report reflecting such theft.

(4) An affidavit alleging theft of a motor vehicle or its plates must be provided by the registered owner of a vehicle receiving a notice of violation within thirty (30) days of the mailing date of the notice of violation.

(f) No unmanned traffic enforcement cameras shall be permitted on federal interstate highways except for Smart Way cameras, other intelligent transportation system cameras or, when employees of the department or construction workers are present, unmanned traffic enforcement cameras used to enforce or monitor traffic violations within work zones designated by the department of transportation; provided, that the cameras shall be operated only by a state entity.

(g) Prior to implementation of any new unmanned traffic enforcement camera used to enforce or monitor traffic violations, the local governing body shall conduct a traffic engineering study for the area being considered. The study shall follow standard engineering practices as determined by the Institute of Transportation Engineers (ITE) and shall be stamped by a professional engineer specializing in traffic engineering and licensed to practice in this state. A vendor of traffic enforcement camera systems shall not be allowed to conduct the traffic engineering study, or to participate in the selection of such traffic engineer, to document the need for a traffic enforcement camera.

(h) No citation shall be issued based solely upon evidence obtained from a traffic enforcement camera that has been installed to enforce or monitor traffic violations of § 55-8-110(a)(3), or any municipal law or ordinance that mirrors, substantially duplicates or incorporates by cross-reference the language of § 55-8-110(a)(3), unless the evidence collected shows the target vehicle with its front tire or tires before the stop line when the signal is red, and subsequently shows the same vehicle with its rear tire or tires past the stop line while the signal is red.

(i) A traffic enforcement camera system may be used to issue a traffic citation for an unlawful right turn on a red signal at an intersection that is clearly marked by a "No Turn on Red" sign erected by the responsible municipal or county government in the interest of traffic safety in accordance with § 55-8-110(a)(3)(A). Any other traffic citation for failure to make a complete stop at a red signal before making a permitted right turn as provided by § 55-8-110(a)(3)(A) that is based solely upon evidence obtained from an unmanned traffic enforcement camera shall be deemed invalid.

(j) No more than one (1) citation shall be issued for each distinct and separate traffic offense in violation of a municipal ordinance or a traffic offense as provided in this chapter.

(k) A traffic citation that is based solely upon evidence obtained from an unmanned traffic enforcement camera shall be deemed invalid if the registration information of the motor vehicle for which such traffic citation is issued is not consistent with the evidence recorded by such enforcement camera.

(l) (1) Notwithstanding any law to the contrary, an unmanned traffic enforcement camera that monitors speed shall not be used to issue a citation to any driver for violating the speed limit on any public road or highway; provided, that this subsection (l) shall not apply to an unmanned traffic enforcement camera:

(A) Within the designated distance of a marked school zone; or

(B) On any S-curve of a public road or highway.

(2) For purposes of this subsection (l), "S-curve" means a bend in a public road or highway in the shape of an "S" that inhibits a driver's full vision through the bend.

(m) (1) For the purposes of this subsection (m):

(A) "Consumer report" and "consumer reporting agency" have the same meanings ascribed to those terms by § 604 of the Fair Credit Reporting Act (15 U.S.C. § 1681(a)); and

(B) "Credit report" means any written, oral, or other communication of information, including a consumer report, by a consumer reporting agency bearing on a consumer's creditworthiness, credit standing or credit capacity, which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in establishing a consumer's eligibility for credit to be used primarily for personal, family, or household purposes.

(2) No person having charge, custody of or control over any records or information regarding a violation of this section, including payments made pursuant to receipt of a notice of violation or a citation, whether timely or delinquent, shall disclose these records or information to a consumer reporting agency. In addition, no information regarding a violation shall be disclosed or identified in any credit report.

(n) A local government shall include in any contract involving unmanned traffic enforcement cameras that the contract must conform to any changes in state law. New and existing contracts, as well as contract renewals occurring after July 1, 2012, shall contain a provision that the contract shall comply with all applicable revisions of state law.

HISTORY: Acts 2008, ch. 962, § 1; 2009, ch. 389, §§ 1, 2; 2011, ch. 425, §§ 1-5, 9; 2012, ch. 709, § 1; 2012, ch. 751, § 1; 2015, ch. 468, § 1; 2016, ch. 998, § 1.



**FARRAGUT BOARD OF MAYOR AND ALDERMEN
AGENDA
June 22, 2017**

**BMA WORKSHOP
Municipal Code Recodification
6:00 PM**

**BEER BOARD
6:30 PM**

**BMA MEETING
7:00 PM**

- I. Silent Prayer, Pledge of Allegiance, Roll Call**
- II. Approval of Agenda**
- III. Mayor's Report**
 - A. Farragut/West Knox Chamber of Commerce Report
- IV. Citizens Forum**
- V. Approval of Minutes**
 - A. June 8, 2017
- VI. Ordinances**
 - A. Public Notice and Second Reading
 - 1. Ordinance 17-09, Ordinance to Establish the Fiscal Year 2018 Budget for the General Fund, State Street Aid Fund, Capital Investment Fund, Equipment Replacement Fund and Insurance Fund budgets of the Town of Farragut, Tennessee for the fiscal year beginning July 1, 2017 and ending June 30, 2018
- VII. Business Items**
 - A. Approval of Farragut Business Alliance Special Event, Red, White & Blues Jam at West End, July 8, 2017

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WWW.TOWNOFFARRAGUT.ORG

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

- B. Approval of Contract 2017-08: Mayor Bob Leonard Park Renovations –
Renovation of Athletic Field, Restroom and Construction of Parking
- C. Approval of Special Event Signage for the News Sentinel Open Golf Tournament
- D. Approval of the Appointment of a Board of Mayor and Aldermen Member to the
Farragut Planning Commission

VIII. Town Administrator's Report

IX. Town Attorney's Report

Mayor McGill called the meeting to order at 7:00 PM. Members present were Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams.

Approval of Agenda

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

Mayor's Report

Farragut/West Knox Chamber of Commerce Report

Approval of Minutes

Motion was made to approve the minutes of June 8, 2017 as presented. Moved by Alderman Pinchok, seconded by Alderman Williams; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Ordinances

Public Notice and Second Reading

Ordinance 17-09, Ordinance to Establish the Fiscal Year 2018 Budget for the General Fund, State Street Aid Fund, Capital Investment Fund, Equipment Replacement Fund and Insurance Fund budgets of the Town of Farragut, Tennessee for the fiscal year beginning July 1, 2017 and ending June 30, 2018

Motion was made to approve Ordinance 17-09 on second and final reading. Moved by Alderman Povlin, seconded by Alderman Williams; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Business Items

Approval of Farragut Business Alliance Special Event, Red, White & Blues Jam at West End, July 8, 2017

Motion was made to approve the signage for the Farragut Business Alliance Special Event, Red, White & Blues Jam. Moved by Alderman Markli, seconded by Alderman Pinchok; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Approval of Contract 2017-08: Mayor Bob Leonard Park Renovations – Renovation of Athletic Field, Restroom and Construction of Parking

Motion was made to award Contract 2017-08 to Winesett-Hill, Inc. in the amount of \$1,385,555 and up to an additional \$37,000 for the alternate bid if necessary. Moved by Alderman Pinchok, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Approval of Special Event Signage for the News Sentinel Open Golf Tournament

Motion was made to approve the directional signage for the News Sentinel Open Golf Tournament. Moved by Alderman Povlin, seconded by Alderman Pinchok; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Approval of the Appointment of a Board of Mayor and Aldermen Member to the Farragut Planning Commission

Motion was made to appoint Alderman Povlin as the Board of Mayor and Aldermen representative to the Planning Commission. Moved by Alderman Pinchok, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Town Administrator's Report

David Smoak, Town Administrator, announced the following events.

- 4th of July Parade
- Fleet Feet Freedom Run
- Alexis Crawford retirement party, June 30, 2017
- Cancellation of the July 13 Farragut Board of Mayor and Aldermen meeting

Meeting adjourned at 7:30 PM.

Ralph McGill, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Ordinance 17-10, First reading of an ordinance to rezone Parcels 79, 80, 81, 97, 96, 96.01, Tax Map 151 and portions of Parcels 78, 95 and 95.01, Tax Map 151, located along Kingston Pike and S. Watt Road, 18.65 Acres, from R-1 and C-1 to PCD (GBS Engineering, Applicant)

INTRODUCTION AND BACKGROUND: This rezoning was discussed at two Planning Commission meetings and is related to recent text amendments to the Planned Commercial Development District (PCD). As part of those amendments, the applicant petitioned to include residential as a permitted use so that they could proceed with the development reflected in the concept master plan that is part of Ordinance 17-10 and that includes a big box grocery store, two smaller commercial buildings, and some multi-family buildings. A rezoning to the PCD requires a concept master plan, survey, and narrative.

DISCUSSION: During the rezoning discussions with the Planning Commission the concept master plan was reviewed. The purpose of the concept master plan is to demonstrate how the proposed project would fulfill the objectives of the PCD District and thus be a good candidate for rezoning. As provided for in the PCD District, the design objectives include:

- 1) Open space (e.g. developing functional open space that provide for focal points to be actively used);
- 2) Sense of place (e.g. providing for design that is architecturally and environmentally innovative and that achieves a more efficient use of land than is possible with conventional zoning);
- 3) Protection of natural resources (e.g. ensuring the conservation of the natural environment, including trees, streams, wet weather conveyances, steep slopes, etc);
- 4) Efficient and innovative land use practices (e.g. efficient and innovative use of land, street networks, utility locations, parking, and stormwater management);
- 5) Connectivity (e.g. providing for pedestrian and vehicular connectivity within the property and to abutting properties);
- 6) Compatibility and consistency (e.g. ensuring that the development is consistent with the Comprehensive Land Use Plan (CLUP), the Pedestrian and Bicycle Plan, the Architectural Design Standards, and other adopted plans and ordinances that may apply).

Applicants that pursue a rezoning to PCD are provided with more flexibility in terms of uses, setbacks, parking space allocations, landscaping, and signage. In exchange, the project, as demonstrated in the concept master plan and narrative, should clearly fulfill the objectives of the PCD District.

The staff is supportive of a PCD rezoning in this portion of Town since this is a major entranceway to the Town from the west where an innovative development could be showcased. However, as expressed at the Planning Commission meeting, the staff has some concerns about the concept master plan and whether it fulfills the objectives of the PCD District as outlined above. Some specific concerns are the following:

- 1) The location of some of the open space is questionable as to whether it would be desirable as a focal point that is actively used and is functional. Some of the open space is near an arterial street (S. Watt Road) and part of the southernmost portion of the property, that includes open space, is wooded and on steep slopes (please refer to the topographic map in your packet). In this portion of the site, the project would likely require the construction of retaining walls that may exceed 20 feet in height and that would

isolate the development from the open space and from abutting properties. This is contrary to the objectives of the PCD;

- 2) As noted in the previous item, the southern portion of the land included in this PCD rezoning is wooded and contains relatively steep slopes. Though part of this area is shown as open space in the concept master plan, the staff is concerned that the improvements shown on the concept master plan encroach too far into this steep sloped area and are inconsistent with the protection of natural resources objective of the PCD District. The southernmost portion of this development, in fact, is shown as Open Space on the future land use map (see attached section of future land use map that is included in your packet). The staff questions whether the southern portion of the development included in the concept master plan is consistent with the CLUP and thus the Compatibility and Consistency objective of the PCD;
- 3) In terms of providing for a sense of place and efficient and innovative land use, the staff would question whether the concept master plan in its current form is sufficient. From the staffs' perspective, there is very little in the concept master plan that would identify this project as innovative or unique. The project does have residential and commercial but they are not integrated in a manner that would differentiate the project from an R-6, Multi-Family Residential development on one portion of the site and a C-1, General Commercial development on another portion of the site.

RECOMMENDATION: Included in your packet is Ordinance 17-10. As required in the PCD District, this rezoning ordinance includes a survey, a written narrative, and a concept master plan. At the Planning Commission meeting on June 15, 2017 the Commission unanimously recommended in favor of Ordinance 17-10. The staff supports a rezoning to PCD for the area included in the survey that is part of this ordinance but would strongly recommend that some amendments be made to the concept master plan prior to consideration for second reading so as to be consistent with the objectives of the PCD District.

PROPOSED MOTION: To approve Ordinance 17-10 on first reading with the applicant making adjustments to the concept master plan for consideration prior to second reading.

BOARD ACTION:

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

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

ORDINANCE: 17-10
PREPARED BY: Shipley
REQUESTED BY: GBS Engineering
CERTIFIED BY FMPC: June 15, 2017
PUBLIC HEARING: _____
PUBLISHED IN: _____
DATE: _____
1ST READING: _____
2ND READING: _____
PUBLISHED IN: _____
DATE: _____

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE, ORDINANCE 86-16, AS AMENDED, PURSUANT TO SECTION 13-4-201, TENNESSEE CODE ANNOTATED.

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

SECTION 1.

The Farragut Zoning Ordinance, Ordinance 86-16, as amended, is hereby amended by rezoning Parcels 79, 80, 81, 97, 96, 96.01, Tax Map 151 and portions of Parcels 78, 95 and 95.01, Tax Map 151, located along Kingston Pike and S. Watt Road, 18.65 Acres, from R-1 and C-1 to PCD (Exhibits A, B, C, and D).

SECTION 2.

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

Dr. Ralph McGill, Mayor

Allison Myers, Town Recorder

Certified to the Farragut Board of Mayor and Aldermen this ____ day of _____, 2017, with approval recommended.

Rita Holladay, Chairman

Edwin K. Whiting, Secretary

FARRAGUT MUNICIPAL PLANNING COMMISSION



ZONING MAP

Ordinance 17-10 Exhibit A

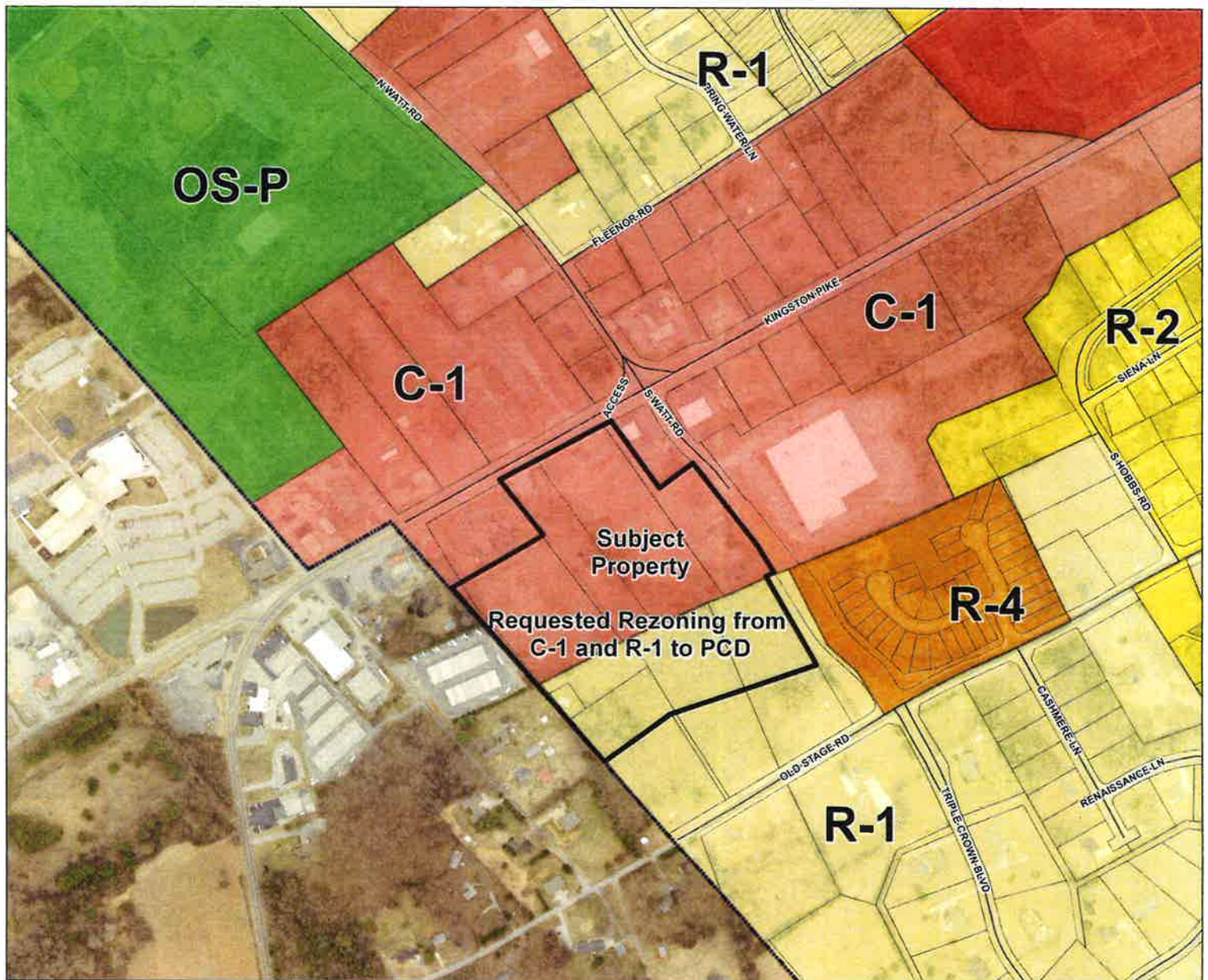
REQUEST TO REZONE
Parcels 79,80,81,97,96,96.01
Tax Map 151 and portions of
Parcels 78, 95, and 95.01 located
along Kingston Pike and S. Watt
Road, 18.5 ac from R-1 and C-1
to PCD (Planned Commercial Dev)

Legend

- Streets
- ▭ Subject Property
- ▭ Parcels
- ▭ OS-P, Open Space/Park
- ▭ R-1, Rural Single-Family Residential
- ▭ R-2, General Single-Family Residential
- ▭ R-4, Attached Single-Family Residential
- ▭ OSR, Open Space Residential Overlay
- ▭ C-1, General Commercial
- ▭ C-1-3, General Commercial, Three Stories



1 in = 333 ft



RESOLUTION PC-17-09

FARRAGUT MUNICIPAL PLANNING COMMISSION

A RESOLUTION TO APPROVE AN AMENDMENT TO THE FARRAGUT ZONING MAP, ORDINANCE 86-16, TO RECOMMEND THE APPROVAL OF THE REZONING OF PARCELS 79, 80, 81, 97, 96, 96.01, TAX MAP 151 AND PORTIONS OF PARCELS 78, 95 AND 95.01, TAX MAP 151, LOCATED ALONG KINGSTON PIKE AND S. WATT ROAD, 18.65 ACRES, FROM R-1 AND C-1 TO PCD

WHEREAS, the Tennessee Code Annotated, Section 13-4-201et seq, provides that the Municipal Planning Commission shall make and adopt a general plan for the physical development of the municipality; and

WHEREAS, the Farragut Municipal Planning Commission has adopted various elements of a zoning plan as an element of the general plan for physical development; and

WHEREAS, a public hearing was held on this request on June 15, 2017;

NOW, THEREFORE, BE IT RESOLVED that the Farragut Municipal Planning Commission hereby recommends approval to the Farragut Board of Mayor and Aldermen of an ordinance, amending Ordinance 86-16, of the Farragut Zoning Ordinance, by adding Ordinance 17-10.

ADOPTED this 15th day of June, 2017.

Rita Holladay, Chairman

Edwin K. Whiting, Secretary

Proposed Rezoning
Kingston Pike Properties LLC

1. Property

	Address	Id #	Current Zoning	Proposed Rezoning	Acreage
a.	13128 Kingston Pk	151078	C-1	PCD	3.63 +/-
b.	13110 Kingston Pk	151079	C-1	PCD	1.99 +/-
c.	13104 Kingston Pk	151080	C-1	PCD	4.28 +/-
d.	13116 Kingston Pk	151081	C-1	PCD	2.2 +/-
e.	13119 Old Stage Rd	151095	R-1	PCD	1.55 +/-
f.	13123 Old Stage Rd	115109501	R-1	PCD	1.89 +/-
g.	0 Old Stage Rd	151096	R-1	PCD	0.92 +/-
h.	0 Old Stage Rd	15109601	R-1	PCD	0.35 +/-
i.	0 Old Stage Rd	151097	R-1	PCD	1.83 +/-

2. General Statement

- a. Petitioner Kingston Pike Properties LLC seeks to rezone 18.64 acres at the South West intersection of Kingston Pike and Watt Road. This tract consists of 12 acres that is currently zoned commercial (C-1) and 8.5 acres that is currently zoned residential (R-1). This proposal seeks to combine both tracts into a unified development under the Town of Farragut's Planned Commercial District (PCD) zoning.
- b. The purpose of the rezoning is to facilitate the development of an integrated mixed-use community consisting of (a) a grocery store, (b) restaurant and retail shops, (c) and luxury multi-family residences.
- c. Petitioner believes that permitting a village-style, mixed-use development at this unique location provides the community of Farragut with an opportunity to achieve smart growth, while enhancing its identity and sense of place with a marque, gateway development at its border with Loudon County.
- d. The retail and grocery would serve neighboring residential communities along with those living within residential units on site. The class A multi-family residences would target young professionals, empty nesters, and young families.
- e. PCD is an appropriate zone for the portion of land currently zoned commercial. Additionally, under the concept plan, that portion of the property currently zoned residential is dedicated to multi-family residences, which is consistent with Farragut's future land use plan that calls for medium density residential. Accordingly, the concept plan and PCD zoning scheme is consistent with the spirit of Farragut Comprehensive Land Use Plan Update. The attached concept plan is also consistent with Farragut's

Pedestrian and Bicycle Plan, and all other adopted plans and ordinances of the Town of Farragut and any subsequent amendments.

3. Project Phasing Statement

a. Construction Schedule

i. Entitlements, Plans, and Permitting

1. Rezoning – Begin April 2017, Complete July 2017
2. Acquisition of Optioned Land– Complete August 2017
3. Site Development Plans – Begin August 2017, Complete October 2017
4. Construction Documents – Begin July 2017, Complete December 2017
5. Permitting – Begin January 2017, Complete March 2017
6. Financing for Apartments – Begin April 2017, Complete March 2018

ii. Construction

1. Construction Bid Process – Begin January 2017, Complete March 2018
2. Grading –Begin March 2018, Complete June 2018
3. Multi-Family Construction – June 2018, Complete August 2019
4. Retail and Grocery Construction – September 2018, Complete August 2019

b. Leasing

- i. Multi-Family pre-leasing will begin in March 2019
- ii. Retail Leasing will be ongoing from January 2018 until July 2019

c. Self-Sustained Phasing

- i. The secondary access drive off South Watt Road will bifurcate the development such that the retail and residential portions of the property is able to be developed in a self-contained and self-sustaining way with regard to access, traffic circulation, parking, utilities, common open spaces, and landscaping. However, the scheme of construction involves installing the retention basin and completing all grading prior to beginning construction on either the multi-family buildings or the retail and grocery stores. Therefore, the scheme of development provides the capacity to achieve substantial occupancy and maintain and operate each portion of the development independently of one another (see attached Concept Plan

4. Landscaping and Open Space Features

- a. All landscaping and open space features will be completed during the construction process.

5. Quantitative Data

- a. See attached concept plan which contains the requisite quantitative data.

6. Utility Construction Schedule

- a. The utility and infrastructure requirements of the Planned Commercial Development, including all utilities serving the site, shall be constructed during the first four months

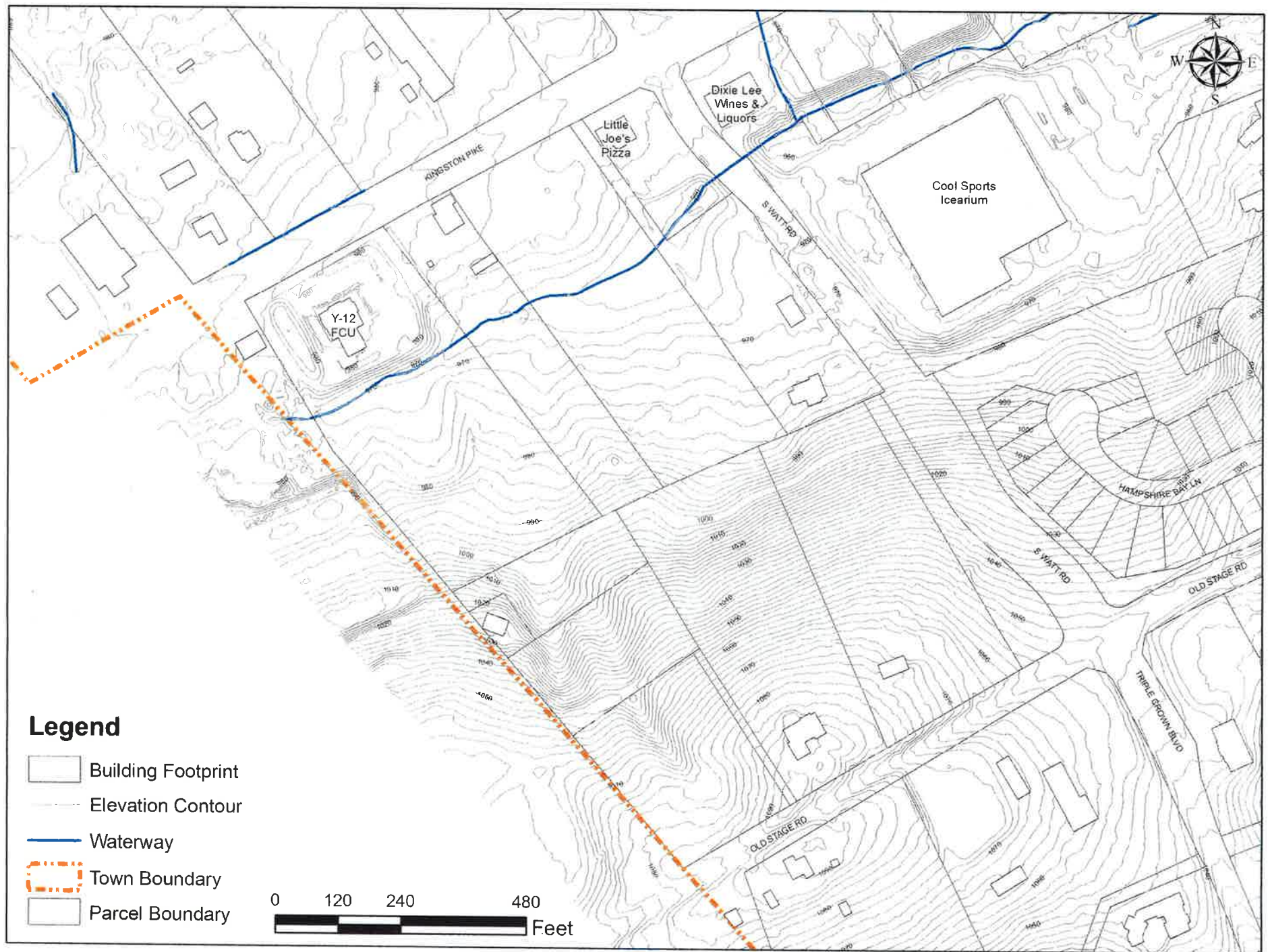
of the project. Surface water runoff facilities for each phase will be handled independently of each other.

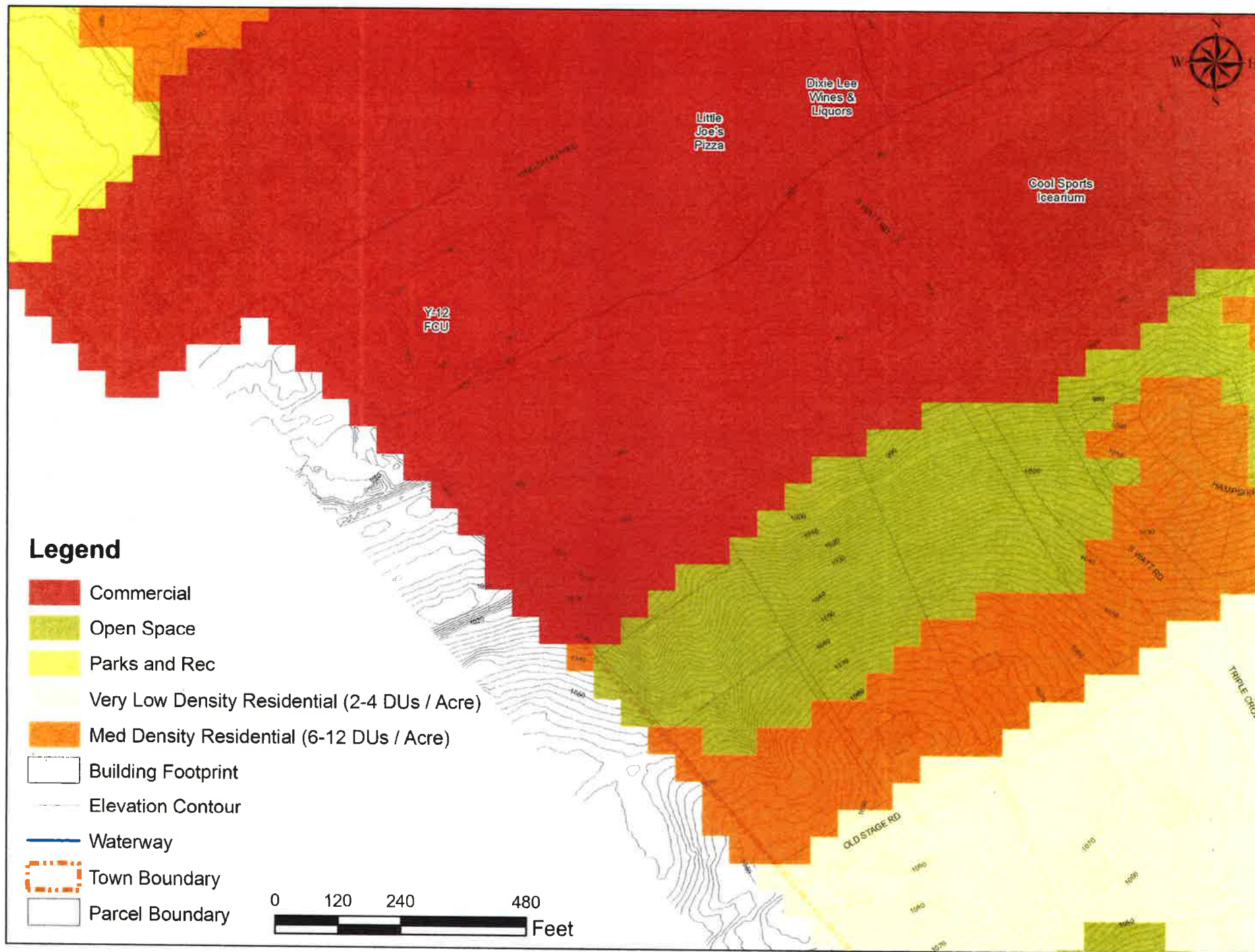
7. Architectural and Community Design Guidelines

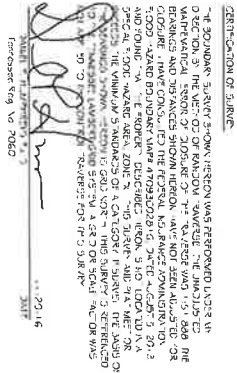
- a. Architectural and community design guidelines for building designs, orientations, styles, lighting plans, landscape plans, signs, etc. will be in conformance to the architectural and design standards of the Town of Farragut. (See attached Concept Plan and supporting documents).

8. Ownership and Maintenance of Common Areas

- a. The development will be owned and operated by the developer. The multi-family sections of the property will be sub-divided from the retail areas for financing purposes only. Easements will detail shared rights between the tracts for access and utilities. Individual tenant rights and responsibilities will be set forth in lease documents.





[illegible]

Kingston Pike Properties, LLC
Kingston Pike, S Watt Road and Old Stage Road
6th Civil District, Knox County
Town of Farragut, Tennessee



**234 LADD RIDGE ROAD
KINGSTON, TN 37763
PH. (865) 696-4613**

BNDY

DRAWN BY: DPH DATE: 3/15/17
CHECKED BY: DPH FILE: 2017017bndy

[illegible]

VICINITY MAP
SCALE NOT TO SCALE

NOTES

PARKING SPACES

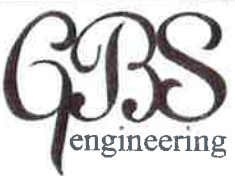
- MULTI-FAMILY CONSISTS OF 216 UNITS FARRAGUT REQUIRES 1.75 PARKING SPACES PER UNIT = 378 PARKING SPACES WE ARE PROVIDING 393 PARKING SPACES
- GROCERY IS 48,099 SF FARRAGUT REQUIRES 5.00 PARKING SPACES PER 1000 SF = 240 PARKING SPACES REQUIRED, 223 PARKING SPACES PROVIDED
- RETAIL/SHOPS IS A TOTAL OF 18,080 SF FARRAGUT REQUIRES 5.00 PARKING SPACES PER 1000 SF = 90 PARKING SPACES REQUIRED, 131 PARKING SPACES PROVIDED

AREA CALCULATIONS

- TOTAL AREA = 812,365 SF OR 18.85 ACRES
- TOTAL IMPERVIOUS AREA = 554,066 SF OR 68.2 %
- TOTAL PERVIOUS AREA = 258,306 SF OR 31.8 %
- COMMON OPEN SPACE REQUIRED SHALL BE 10% OR MORE OF TOTAL AREA OR 1.87 ACRES. COMMON OPEN SPACE PROVIDED IS 2.59 ACRES

THIS PROPOSED DEVELOPMENT SHALL BE DESIGNED TO MEET ALL OF THE CURRENT REQUIREMENTS OF THE TOWN OF FARRAGUT REGARDING TREE PROTECTION, SINKHOLE, AQUATIC BUFFER AND STORMWATER ORDINANCES.

NOTE:
THIS DRAWING IS A CONCEPTUAL SITE PLAN AND IS NOT
FOR CONSTRUCTION.



1313 Kalmia Road
Knoxville, TN 37909
Phn: 865.566.0185
Fax: 888.485.7005



REV.	DESCRIPTION	BY	DATE
A	Revised per Planning Commission Comments	MAB	06/02/2017
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-

TITLE	CONCEPTUAL SITE PLAN	DRAWN BY	-	SHEET NO:
LOCATION	KINGSTON PIKE FARRAGUT, TENNESSEE 37934 CLT Map XXX, Parcel No XXX	CHECKED BY:	-	
		FILE NAME	Concept Plan	
		JOB NUMBER	2140	
Owner	OWNER	ISSUE DATE:	05/15/2017	CSP 1


GRID

[illegible]

LINE TABLE	
LINE	DESCRIPTION
1	304/305/325/326
13	304/325/326
14	304/326/325
15	304/325/326
16	307/433/326
LINE TABLE	
QTY	UNIT PRICE
16.500	43.357
43.357	43.357
43.911	43.911
54.247	54.247
9.507	9.507
LINE TABLE	
QTY	UNIT PRICE
16.500	43.357
43.357	43.357
43.911	43.911
54.247	54.247
9.507	9.507

[illegible]

BNDY

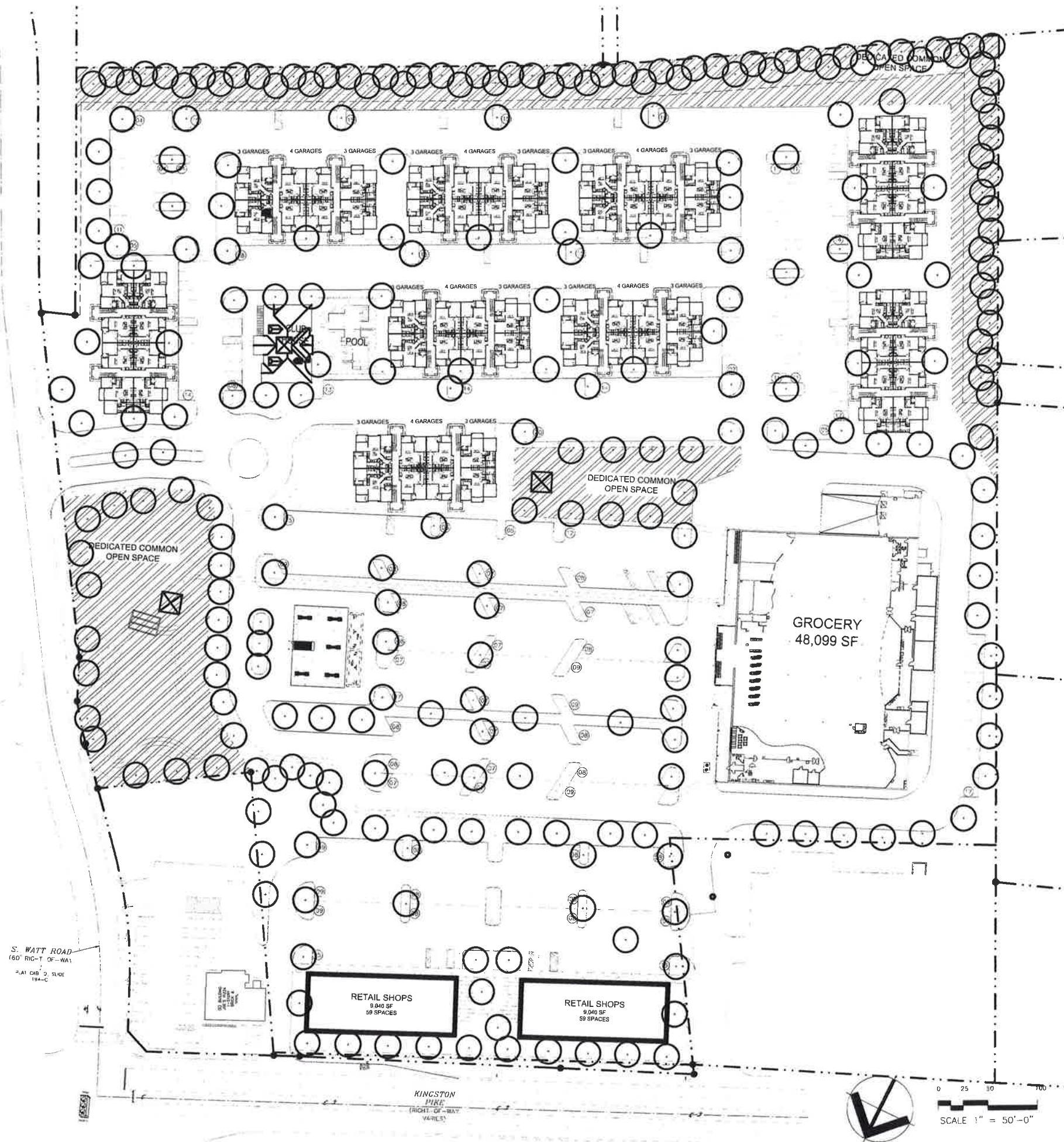
Tree Survey for

Kingston Pike Properties, LLC
Kingston Pike, S Watt Road and Old Stage Road
6th Civil District, Knox County
Town of Farragut, Tennessee



BEGINNING POINT
LAND SURVEYING

234 LADD RIDGE ROAD
KINGSTON, TN 37783
PH. (888) 898-4813



Tree Removal and Replacement Notes:

10" - 15" Trees Removed
 (53) hardwood trees
 (0) evergreen trees
 * (2) trees required for replacement per every (1) 10"-15" hardwood removed
 * (53) * 2 = **106 replacement trees needed**

16" - 20" Trees Removed
 (36) hardwood trees
 (0) evergreen trees
 * (3) trees required for replacement per every (1) 16"-20" hardwood removed
 * (36) * 3 = **108 replacement trees needed**

20"+ Trees Removed
 (52) hardwood trees
 (2) evergreen trees
 * (4) trees required for replacement per every (1) 20"+ hardwood removed
 * (52) * 4 = **208 replacement trees needed**
 * (2) trees required for replacement per every (1) 20"+ evergreen removed
 * (2) * 2 = **4 replacement trees needed**

Total number of replacement trees needed = 426 trees

Improvements Area Tree Requirements:

- (1) tree will be required for every 2500 square feet of proposed improvements (impervious area)
- 554,059 square feet of improvement area
- $554,059 / 2500 = 221.6$ trees

Buffer Strip Requirements

Note: the 35' Buffer Strip shall be planted based on a 50' Buffer Strip. The proposed Buffer Strip is 1,223 linear feet.

- 50' Buffer Requirements
- (6) canopy trees per 100 linear feet
 $6 * 12 = 72$ canopy trees required
69 trees proposed on plan (within buffer strip)
 - (8) understory trees per 100 linear feet
 $8 * 12 = 96$ understory trees required
 - (7) shrubs per 100 linear feet
 $7 * 12 = 84$ shrubs required

Storm Basin Requirements

Note: based on proposed 460 linear foot storm basin

- (1) canopy tree per 20 linear feet around basin
 = 23 canopy trees required
- (1) shrub per 5 linear feet around basin
 = 92 shrubs required
- (1) tree per 40 linear feet of static water line
 = TBD

Canopy Trees (as shown on plan):

Note: these numbers are based on what is currently shown as proposed on this Conceptual Landscape Plan

Total Canopy Trees: 266 Trees

Total 35' Buffer Strip Canopy Trees: 69 Trees

Notes:
 - Not for construction. Conceptual only.
 - Base plan obtained from owner.



**Kingston Pike and
Watt Road**

Knoxville, TN
6.07.17

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Ordinance 17-11, First reading of an ordinance to amend Chapter 3, Section XII., F., 9., a., to provide for new height regulations for buildings constructed in the Mixed Use Town Center portion of the General Commercial (C-1) Zoning District (Town of Farragut, Applicant)

INTRODUCTION AND BACKGROUND: At the June Planning Commission meeting a discussion ensued over the requirement in the Mixed Use Town Center (MUTC) portion of the C-1 Zoning District that all new buildings must be at least two stories or have the appearance of two stories as viewed from all building elevations. It was noted that the owner of the Silver Spoon property that had obtained site plan approval for the Farragut Gateway project in May of 2016 has been marketing the project since that time for potentially two restaurants and other commercial uses. As explained, the issue that they are facing is that the size of the property (2.2 acres) is too small to accommodate the amount of parking needed for those uses and space that could be occupied on a functional second floor. Consequently, the applicant is faced with the cost of emulating two stories without providing leasable space in this area that could offset the costs of the project.

RECOMMENDATION: In light of these issues and with the understanding that the same issues may also affect other small properties in the MUTC, such as the old Phillips 66 property, a general question that was presented to the Commission was whether there may need to be some flexibility in the ordinance language for smaller tracts, for example less than 3 acres, where a 2 story height (or appearance thereof) requirement may create situations where the project cost cannot be recouped with leasable space and adequate parking. The Commission was favorable toward amending the MUTC portion of the C-1 Zoning District to address this issue.

In your packet is a copy of Ordinance 17-11. As part of Ordinance 17-11 the staff has provided for some flexibility for smaller lots of record in the MUTC in terms of building height requirements. Also included is language that would protect the design objectives of the MUTC. For comparison purposes, the staff has included with Ordinance 17-11 the existing language with the proposed language highlighted in red. At their meeting on July 20, 2017 the Planning Commission will make a recommendation on Ordinance 17-11. The staff will report on the Planning Commission's action and will be recommending approval of Ordinance 17-11 on first reading.

PROPOSED MOTION: To approve Ordinance 17-11 on first reading.

BOARD ACTION:

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

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

RESOLUTION PC-17-10

FARRAGUT MUNICIPAL PLANNING COMMISSION

A RESOLUTION TO APPROVE AN AMENDMENT TO 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 XII., GENERAL COMMERCIAL DISTRICT (C-1), F., MIXED USE TOWN CENTER, SUBSECTION 9., a., TO PROVIDE FOR NEW HEIGHT REGULATIONS FOR BUILDINGS CONSTRUCTED IN THE MIXED USE TOWN CENTER PORTION OF THE GENERAL COMMERCIAL (C-1) ZONING DISTRICT

WHEREAS, the Tennessee Code Annotated, Section 13-4-201et seq, provides that the Municipal Planning Commission shall make and adopt a general plan for the physical development of the municipality; and

WHEREAS, the Farragut Municipal Planning Commission has adopted various elements of a zoning plan as an element of the general plan for physical development; and

WHEREAS, a public hearing was held on this request on July 20, 2017;

NOW, THEREFORE, BE IT RESOLVED that the Farragut Municipal Planning Commission hereby recommends approval to the Farragut Board of Mayor and Aldermen of an ordinance, amending Ordinance 86-16, of the Farragut Zoning Ordinance, by adding Ordinance 17-11.

ADOPTED this 20th day of July, 2017.

Rita Holladay, Chairman

Edwin K. Whiting, Secretary

ORDINANCE: 17-11
PREPARED BY: Shipley
REQUESTED BY: Staff
CERTIFIED BY FMPC: July 20, 2017
PUBLIC HEARING:
PUBLISHED IN:
DATE:
1ST READING:
2ND READING:
PUBLISHED IN:
DATE:

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 XII., GENERAL COMMERCIAL DISTRICT (C-1), F., MIXED USE TOWN CENTER, SUBSECTION 9., a., TO PROVIDE FOR NEW HEIGHT REGULATIONS FOR BUILDINGS CONSTRUCTED IN THE MIXED USE TOWN CENTER PORTION OF THE GENERAL COMMERCIAL (C-1) ZONING DISTRICT

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend Chapter 3, Specific District Regulations, of the Farragut Zoning Ordinance, Ordinance 86-16,

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

SECTION 1.

The Farragut Zoning Ordinance, Chapter 3, Specific District Regulations, Section XII., General Commercial District (C-1), F., Mixed Use Town Center, Subsection 9., a., is amended by deleting it in its entirety and substituting in lieu thereof the following:

9. Height Regulations

- a. Unless provided for otherwise, buildings shall be a minimum of two (2) stories in height or have the appearance, as viewed from all building elevations, of a building that is at least two (2) stories in height. Buildings shall not exceed four (4) stories in height. The minimum height requirement shall apply only to new buildings.
- b. For existing lots of record that are not part of a larger development and that are less than three (3) acres, the Planning Commission may consider allowing a building height that is less than two (2) stories. This shall only be permitted if the proposed building is in compliance with all other

building façade requirements that apply to the Mixed Use Town Center and the applicable provisions of the Architectural Design Standards. An applicant shall also clearly demonstrate that the building(s) will advance and be consistent with the building design objectives of the Town Center District.

- c. Whenever the adjacent property is zoned residential (other than multi-family), or agricultural, no buildings to be constructed within 100 feet of a periphery property line shall exceed the maximum height permitted for principal dwelling units in the adjacent zoning district(s).
- d. No accessory building shall exceed fifteen (15) feet in height. Parking garages shall not exceed three stories or forty-five (45) feet in height. Parking garages may not access streets classified as arterial.

SECTION 2.

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

Dr. Ralph McGill, Mayor

Allison Myers, Town Recorder

Certified to the Farragut Board of Mayor and Aldermen this _____ day of _____, 2017, with approval recommended.

Rita Holladay, Chairman

Edwin K. Whiting, Secretary

FARRAGUT MUNICIPAL PLANNING COMMISSION

Proposed changes to Chapter 3, Section XII., F., 9., a., of the Farragut Zoning Ordinance (proposed language is in RED. An additional change is that subsections have been separated as a, b, c, and d, for reference purposes)

9. Height Regulations

- a. Unless provided for otherwise, buildings shall be a minimum of two (2) stories in height or have the appearance, as viewed from all building elevations, of a building that is at least two (2) stories in height. Buildings shall not exceed four (4) stories in height. The minimum height requirement shall apply only to new buildings.
- b. For existing lots of record that are not part of a larger development and that are less than three (3) acres, the Planning Commission may consider allowing a building height that is less than two (2) stories. This shall only be permitted if the proposed building is in compliance with all other building façade requirements that apply to the Mixed Use Town Center and the applicable provisions of the Architectural Design Standards. An applicant shall also clearly demonstrate that the building(s) will advance and be consistent with the building design objectives of the Town Center District.
- c. Whenever the adjacent property is zoned residential (other than multi-family), or agricultural, no buildings to be constructed within 100 feet of a periphery property line shall exceed the maximum height permitted for principal dwelling units in the adjacent zoning district(s).
- d. No accessory building shall exceed fifteen (15) feet in height. Parking garages shall not exceed three stories or forty-five (45) feet in height. Parking garages may not access streets classified as arterial.

AGENDA NUMBER VII.A.

MEETING DATE July 27, 2017

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of Appointments to the Farragut Folklife Museum Committee, Arts Council and Parks & Athletics Council

INTRODUCTION: The purpose of this business item is to fill unexpired terms on the Folklife Museum Committee (2 positions), Arts Council and Parks & Athletics Council. The Museum Committee, Arts Council and Parks and Athletics Council terms will expire in June 2019 and an additional term for the Museum Committee will expire June 2018.

DISCUSSION: Barbara Murphy, Holly Nehls and Jessica DiFranco have applied for the Museum Committee; Jennifer Roche has applied for the Arts Council position and Kristi Wright has applied for the Parks and Athletics Council. Applicants' applications are attached.

PROPOSED MOTION: To appoint

_____ to the Farragut Folklife Museum Committee, position expiring June 2018
_____ to the Farragut Folklife Museum Committee, position expiring June 2019
_____ to the Arts Council, position expiring June 2019
_____ to the Parks & Athletics Council, position expiring June 2019

BOARD ACTION:

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

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



LIVE CLOSER • GO FURTHER
farragut

TOWN OF FARRAGUT CITIZEN BOARD/COMMITTEE APPLICATION

Name Barbara Murphy

Address 10710 Garden Crossing #107 Zip 37932

Home Phone 865-603-7012 Business Phone —

Fax — E-mail bbsmURPHY@LYAARD.COM

Occupation Retired - Financial computer analyst and

Education Bachelor's Degree, Project Manager

Why would you like to serve on a Town of Farragut committee (attach resume or additional information if desired):

I have been highly involved with museum & gift shop and would like to increase my involvement.

Intro to Farragut Graduate Yes ☐ No ☒

Indicate which Committee you are interested in serving:

- ☐ Arts Council
- ☐ Board of Plumbing & Gas/Mechanical Examiners
- ☐ Board of Zoning Appeals (BZA)
- ☐ Beautification Committee
- ☐ Economic Development Committee
- ☒ Museum Committee
- ☐ Knox County Schools Education Relations Committee
- ☐ Parks & Athletics Council
- ☐ Personnel Committee
- ☐ Stormwater Advisory Committee
- ☐ Visual Resources Review Board (VRRB)

I give my permission to the Town of Farragut to use my likeness on the web and/or Town publications. I have read and understand the Code of Ethics Ordinance and the applicable committee charter, ordinance or and/or by-laws.

Signature Barbara Murphy Date 4-28-17

Please sign, date and return to:

Farragut Town Hall, 11408 Municipal Center Drive, Farragut, TN 37934
Fax: 675-2096 or scan/e-mail to pam.hall@townoffarragut.org

Print**Board and Committee Application Form - Submission #3927****Date Submitted: 5/5/2017****Select the Board, Commission, or Committee applying for***

Farragut Museum Committee ▼

Personal Information**First Name***

Holly

Last Name*

Nehls

Address1*

221 Smith Road

Address2**City***

Knoxville

State*

TN

Zip*

37934

Home Phone Number*

865-809-2065

Business Phone Number*

865-809-2065

Occupation*

College graduate

Email Address*

hnehls@vols.utk.edu

Education

B.A. History and Political Science with honors from the University of Tennessee

Attach resume or additional information if desired

Nehls_resume.pdf

**Are you an
Introduction to
Farragut graduate?**

☐ Yes

☒ No

Why would you like to serve on a Town of Farragut Committee*

I have lived in the Town of Farragut since I was five. As a lover of history and government, I harbor immense pride in my town. I enjoy visiting the Farragut museum and historic locations, as well as attending town hall meetings. My passion for the town particularly grew after I listened to the lecture, "The Founders Speak," when I was in high school. I have since educated my family and friends on the history of the town, even when they did not ask for it. I have a passion for public history and history education. I have served as an intern for the East Tennessee History Museum, and as a licensed tour guide in Washington, D.C. I believe my skills, passion, and recent history education will prove useful to the Town of Farragut.

Organization Membership Information

Are you currently serving on other Boards, Commissions, or Committees?*

☐ Yes

☒ No

If yes, which

Have you served on a Board, Commission, or Committee before?*

☐ Yes

☒ No

If yes, which

I give my permission to the Town of Farragut to use my likeness on the web and/or Town publications. I have read and understand the Code of Ethics Ordinance and the applicable committee charter, ordinance and/or by-laws.

Holly Nehls

SKILLS

- ✓ *Written and Oral Communications*
- ✓ *Interpersonal Communication*
- ✓ *Conflict Resolution*
- ✓ *Organizational Leadership*
- ✓ *Logistics*
- ✓ *Research and Analysis*

PERSONAL TRAITS

- ✓ *Passion-driven*
- ✓ *Harmonizer*
- ✓ *Articulate*
- ✓ *Perceptive*
- ✓ *Patient*
- ✓ *Flexible*

ADDITIONAL

Phi Beta Kappa Honor Society

Taught over 100 students to sew

Member of the University of Tennessee Choirs

Undergrad thesis on "The Destruction of Property and the Radical Nature of the Boston Tea Party"

Internship with the East Tennessee Historical Society

Phone: (865) 809-2065
hnehls@vols.utk.edu

EDUCATION

B.A. in History and Political Science with Honors
Minor: American Studies

Graduation Date: May 2017

The University of Tennessee, Knoxville, TN

- *Graduate of the Chancellor's Honors Program*
- *Additional Honors Concentration in History*

WORK EXPERIENCE

The University of Tennessee History Department

2015-2016

- Assisted with the general office needs of the History department
- Personally requested to work on duties of importance

National 4-H Youth Conference Center, Washington, D.C.

Summer 2014

Citizenship Washington Focus (CWF) Program Assistant

- Directed ~60 student delegations (1667 students total) from around the United States
- Educated each group in citizenship, leadership, communication, and basic government principles
- Personally oversaw the legislative process from bill writing to passage for each delegation
- Led tours as a licensed Washington, D.C. tour guide
- Developed custom curriculum and itineraries every week for each incoming delegation

VOLUNTEER EXPERIENCE

4-H

2013-present

Knox County 4-H Volunteer Leaders Organization

President, 2016-present

- Lead monthly meetings to further the mission of the Knox County 4-H Club
- Organize 8 fundraisers and 12 service events for scholarships and awards for 4-H Youth, annually
- Judge contests in public speaking, tabletop demonstrations, and talent

Knox County 4-H Consumer Decision Making Judging Team

Coach, 2015-present

- Educate high school students on decision making, consumer goods, and life skills knowledge
- Led three teams (4 students each) to Regional and State competitions
- Led two teams to the National Family and Consumer Sciences competition

Collegiate 4-H

Fundraising Chair, 2016-present

Service Chair, 2014-2016

- Organize service projects for members and college students, making a local, state, national, and global impact
- Organize fundraisers to ship over 500 boxes for Operation Christmas Child

Christian Academy of Knoxville Musical Theater

2013-present

Assistant Stage Manager, 2013-present

- Assist with 12 shows for elementary, middle, and high school productions
- Direct students backstage, lead stage crew, and manage logistics of scene changes

Letters in Motion

2015-present

- Traveled to Nepal in 2016 to promote literacy and education to 1500 children
- Led 4 letter-writing workshops in America

Pam Hall

From: noreply@civicplus.com
Sent: Thursday, May 04, 2017 11:18 PM
To: Pam Hall; Allison Myers; Jennifer Hatmaker
Subject: Online Form Submittal: Board and Committee Application Form

Board and Committee Application Form

Select the Board,
Commission, or
Committee applying for

Farragut Museum Committee

Personal Information

First Name Jessica

Last Name DiFranco

Address1 12940 Meadow Pointe Lane

Address2 *Field not completed.*

City Knoxville

State TN

Zip 37934

Home Phone Number 8653943051

Business Phone Number 8653943051

Occupation Librarian and Realtor

Email Address KernowToAZ@aol.com

Education AA from University of Maryland University College

Attach resume or
additional information if
desired [JessicaDiFranco.docx](#)

Are you an Introduction
to Farragut graduate? No

Why would you like to
serve on a Town of
Farragut Committee See attached file

Organization Membership Information

Are you currently serving
on other Boards,
Commissions, or
Committees?

No

If yes, which

Field not completed.

Have you served on a
Board, Commission, or
Committee before?

No

If yes, which

Field not completed.

I give my permission to the Town of Farragut to use my likeness on the web and/or Town publications. I have read and understand the Code of Ethics Ordinance and the applicable committee charter, ordinance and/or by-laws.

Name

Jessica DiFranco

Date

5/4/17

Email not displaying correctly? [View it in your browser.](#)



TOWN OF FARRAGUT CITIZEN BOARD/COMMITTEE APPLICATION

Name Jennifer Roche
Address 1912 Shady Hollow Lane (not Farragut resident) Zip 37922
Home Phone 865-789-9057 Business Phone 865-588-6350
Fax 865-588-5847 E-mail jennifer@kaarmls.com
Occupation Govt Affairs Dir for Knoxville Area Assoc of Realtors
Education BA, MM, JD

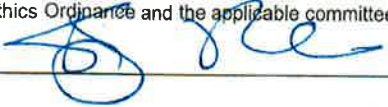
Why would you like to serve on a Town of Farragut committee (attach resume or additional information if desired):
I am applying for the open position on the Arts Council; I would like to offer my musical experience and contacts to benefit Arts Council activities. I have a masters in French Horn performance, performed with the Knoxville Symphony for 10 years, still perform around the community, and have relationships with area musicians, artists, and arts organizations that could benefit the Arts Council.

Intro to Farragut Graduate Yes ☐ No ☒

Indicate which Committee you are interested in serving:

- | | |
|-------------------------------------|---|
| ☒ | Arts Council |
| ☐ | Board of Plumbing & Gas/Mechanical Examiners |
| ☐ | Board of Zoning Appeals (BZA) |
| ☐ | Beautification Committee |
| ☐ | Economic Development Advisory Committee |
| ☐ | Museum Committee |
| ☐ | Knox County Schools Education Relations Committee |
| ☐ | Parks & Athletics Council |
| ☐ | Personnel Committee |
| ☐ | Stormwater Advisory Committee |
| ☐ | Visual Resources Review Board (VRRB) |

I give my permission to the Town of Farragut to use my likeness on the web and/or Town publications. I have read and understand the Code of Ethics Ordinance and the applicable committee charter, ordinance or and/or by-laws.

Signature  Date 6-13-17

Please sign, date and return to:
Farragut Town Hall, 11408 Municipal Center Drive, Farragut, TN 37934
Fax: 675-2096 or scan/e-mail to pam.hall@townoffarragut.org

JENNIFER L. ROCHE

1912 Shady Hollow Lane, Knoxville, Tennessee 37922 • (865) 789-9057 • JenRoche865@gmail.com

"[I] am very pleased with Jennifer's initiative; she has created th[e Governmental Affairs] position from scratch and exceeds all expectations in this regard. She has become a respected and valuable team player and exercises good judgment and decision making."

—excerpts from performance reviews

LICENSED ATTORNEY

Tennessee License 032343, passed the Tennessee Bar in July 2013, Sworn in October 2013

PROFESSIONAL EXPERIENCE

Governmental Affairs Director, Knoxville Area Association of Realtors (KAAR) (2014-present)

- Directs external affairs and public policy initiatives on land use regulations drafted by city and county governments within KAAR's 12-county jurisdiction
 - Monitor, review, evaluate, and provide detailed advice and analysis to city and county governing bodies on proposed regulations that effect residential and commercial property owners
 - Work closely and proactively negotiate with government officials and agencies on real estate regulations and policies to ensure private property rights are protected
 - Successfully negotiated Realtor sign fees out of a city ordinance, saving Realtors \$300,000+ annually
- Manages governmental affairs team of Local Political Coordinators, Governmental Affairs Committee, and Realtors Political Action Committee (RPAC)
 - Establishes and cultivates relationships with elected and appointed officials, community organizations, government agencies, political parties, and the press
- Responsible for RPAC fundraising events and meeting annual fundraising goals set by the National Association of Realtors
 - Exceeds fundraising goals on an annual basis
 - Complies with FEC rules and regulations regarding political donations
 - Runs multiple RPAC events including tell-a-thons, large pledge parties, exclusive high-end events
- Staff Liaison, Community Involvement Committee and Young Professionals Network
- Monthly Real Estate Column, Knoxville News Sentinel
- Governmental Affairs and Transportation and Infrastructure Committees, Knoxville Chamber of Commerce

Attorney & Legal Intern, Adams Law Firm & Admiral Title Company, Knoxville, TN (2011-2014)

- Associate Attorney for both the law firm and real estate title company concentrating in transactional law, business entity formation and state compliance filings, real estate title, construction, contract, and applicable tax laws
- Assisted Partners in client interviews, drafting opinion letters, and legal research on transactional matters
 - Significant cases included contract disputes between business partners, construction defects claim, business tort law, and piercing the corporate veil
- Prepared and reviewed LLC and Series LLC articles, change documents, and annual filings
- Researched and constructed real estate chain of title; discovered, addressed, and resolved clouds on title to enable parties to successfully transfer ownership of real property
 - Settled issues included gaps in ownership, missing heirs, wills and estates, divorce decrees, IRS, TennCare and other liens
- Addressed and resolved clouds on title of real property
- Drafted medical malpractice court documents and filings
- Assisted paralegals with ProLaw billing system reports

Realtor, Century 21 Select Properties, Knoxville, TN

(2007-2012)

- Multi-Million Dollar Producer
- 2008 Rising Star Award, Knoxville Area Association of Realtors
- Foreclosure sales, management, and broker price opinions for REO properties

Director of Operations, Knoxville Symphony Orchestra, Knoxville, TN

(2005-2007)

- On-site production manager for 100+ annual performance and rehearsal services
- Prepared and managed \$500,000 budget
- Negotiated artist and vendor contracts and maintained compliance with musician and stagehand union contracts

Assistant to the President, Vandercook College of Music, Chicago, IL

(2003-2004)

- Assisted in day-to-day operations of the office of the president and handled special projects and events:
 - Chaired annual scholarship benefit event, supervised graduate student projects, generated development reports for the Board of Directors, and managed donor, alumni, trustee, faculty, and staff databases

ACCOUNTING & FINANCIAL SKILLS

Business & Tax Law

- Familiarity with the Internal Revenue Code as it applies to the taxation of business entities
- Knowledge of tax arrangements and advantages of different business entities

QuickBooks

- Proficient knowledge and use of software, desktop and online versions
- Created complete QuickBooks database for multi-million dollar real estate investment LLC, entry of all accounts receivable/payable, expense/income tracking/management, invoice and 1099 creation, profit projections, payroll

Excel

- Proficient knowledge and use of software, formulas, paths, graphing, importing, exporting
- Generated project reports for real estate investment LLC
- Created annual production budget for Knoxville Symphony Orchestra
- Created and maintained annual RPAC investor database including updates to pledge fulfillment

EDUCATION

Juris Doctor, May 2013, The University of Tennessee College of Law, Knoxville, Tennessee

GPA: 3.1, Concentration in Business Transactions

Co-Managing Editor, Journal of Race, Gender, and Social Justice

Articles Editor, Tennessee Journal of Law and Policy

Distinguished Alumni Award, Student Attorney, Wills Clinic

- Estate planning consultation with clients, prepared wills, powers of attorney, living wills, trusts

Student Attorney, Business Law Clinic

- Interviewed clients, assessed legal needs, drafted LLC change documents, drafted corporation articles and bylaws, completed state filing requirements

Research Assistant, Professor Paula Williams

Treasurer, Law Women and Phi Alpha Delta

Master of Music, May 2003, The Florida State University, Tallahassee, Florida

GPA: 3.71, Major: French Horn Performance

Bachelor of Music, May 2001, Stephen F. Austin State University, Nacogdoches, Texas

GPA: 3.62, Major: French Horn Performance

Print

Board and Committee Application Form - Submission #3936

Date Submitted: 5/5/2017

Select the Board, Commission, or Committee applying for*

Parks & Athletics Council

Personal Information

First Name*

KRISTI

Last Name*

WRIGHT

Address1*

387 Pine Ridge road

Address2

City*

Hamman

State*

TENNESSEE

Zip*

37748

Home Phone Number*

8656179829

Business Phone Number*

8656179829

Occupation*

Affiliate Broker

Email Address*

KRISTIBAKERTN@YAHOO.COM

Education

Highschool

Attach resume or additional information if desired

KRISTI+WRIGHTS+RESUME+[1122].docx

**Are you an
Introduction to
Farragut graduate?**☐ Yes☒ No**Why would you like to serve on a Town of Farragut Committee***

I believe in supporting the area you work with, and as a new Affiliate Broker with Keller Williams of Farragut I want to give back to the town.

Organization Membership Information**Are you currently serving on other Boards, Commissions, or Committees?***☐ Yes☒ No**If yes, which****Have you served on a Board, Commission, or Committee before?***☐ Yes☒ No**If yes, which**

I give my permission to the Town of Farragut to use my likeness on the web and/or Town publications. I have read and understand the Code of Ethics Ordinance and the applicable committee charter, ordinance and/or by-laws.

Name***Date***

AGENDA NUMBER VII. B.

MEETING DATE

July 27, 2017

REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY:** G. Palmer, Assistant Town Manager**SUBJECT:** Consideration of an MOU and License Agreement between the Town of Farragut and Knoxville/Knox County/KUB Geographic Information Systems (KGIS) for Expanded GIS**ATTACHMENTS:** KGIS Board Meeting Minutes for May 19, 2017
MOU and License Agreement to Utilize the KGIS Platform as a Full KGIS Partner
GIS and Proposed Expansion (outline from Jan 2017 BOMA Workshop)

INTRODUCTION: The Town and KGIS have enjoyed a strong working relationship and data-sharing license agreement for years. The data-sharing license permits the Town to use KGIS data and vice versa but is very restrictive in what we can manipulate and distribute publicly. What it does not permit is the use of their detailed/up-to-date information and robust Advanced Maps program.

You may recall, the Board was given a demo of the Advanced Maps program and benefits of the expanded license at a workshop in January 2017. At that time the Board consensus was to move forward with negotiating the expansion of the program. The Town staff and KGIS staff have continued to collaborate over the past several months which resulted in the attached license agreement. The agreement has been reviewed and approved as to form and content by the respective attorneys.

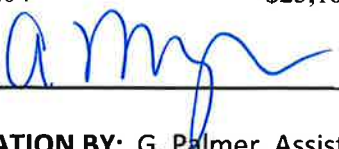
KGIS Approval: The KGIS Board which consists of the Knoxville Mayor, Knox County Mayor, and FUD Exec. Dir. meets quarterly. Because of the necessity of this program and time compression created by the responsibilities of both the Town and KGIS Board, we decided to have the KGIS Board formally review and consider the attached agreement at their May 19, 2017 meeting (see attached minutes).

The KGIS Board unanimously approved the agreement and we now offer the agreement for Board consideration.

DISCUSSION: Please see attached document titled "GIS and Proposed Expansion" to review what was proposed at your previous workshop on this initiative.

FINANCIAL SECTION: (if needed)**Account Number:** 110-41640-239

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$61,204	\$25,183.75	\$25,183.75	\$36,020.25

Approved By: 

RECOMMENDATION BY: G. Palmer, Assistant Town Manager with review and recommendation for approval of the agreement in its proposed form by T. Hale, Town Attorney.

PROPOSED MOTION: Approve the MOU and License Agreement between the Town and KGIS for the annual amount of \$25,183.75.

BOARD ACTION:

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

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

DRAFT

KGIS Policy Board Meeting Minutes

Friday, May 19, 2017

2:00 p.m.

Room 549 City/County Building

Policy Board Members: Mayor Tim Burchett, Knox County; Mayor Madeline Rogero, City of Knoxville; Gabe Bolus, Proxy for KUB President/CEO, Mintha Roach

Others Present: Jim Hagerman City Engineering; Jon Gustin, County IT; Jennifer Bodie, County Finance; Perry Benshoof, County Finance; Ted Hotz, Pugh & Company; Mark Keener, KUB; Gary Palmer, Town of Farragut; Mark Grinder, Mayor Burchett's Office; Keith Stump, KGIS; Donna Roach, KGIS

- 1 **Call to Order/Change of Chairperson** – Mayor Burchett called the meeting to order and asked for a motion to change the chairperson to Mintha Roach. Mayor Rogero made a motion to change the chairperson, which was seconded by Mayor Burchett. The Policy Board approved the change of the chair.
- 2 **Approval of Minutes** – Gabe Bolus asked if there were any questions or comments on the minutes from May 20, 2016 meeting. Gabe made mention that Mayor Rogero's name was spelled incorrectly on the bottom of page 1 of the minutes. Mayor Rogero made a motion approve the minutes as written with the exception of correcting the spelling error, which was seconded by Mayor Burchett. The Policy Board approved the minutes from May 20, 2016 meeting.
- 3 **Financial Update / Status** – Knox County Finance provided a report of the audit and current status. Perry Benshoff stated that currently the financials look good and KGIS is staying within budget. He gave a briefing of the audit from FY 2015-2016 noting only a minor internal control finding of two different signatures being needed on all check requests. This finding has been addressed and corrected by KGIS. Ted Hotz introduced himself and provided a planning communication letter outlining the planned scope and timing of how the audit of KGIS will be conducted.
- 4 **Town of Farragut Partnership Agreement** – Farragut seeks to enter into an expanded level of access with KGIS. Under the proposed agreement, Farragut will be obligated to pay an annual subscription fee of \$25,184. Gary Palmer, Assistant Town Manager for Farragut, introduced himself and thanked the Policy Board along with KGIS for the opportunity for Farragut to be more of an operational partner with KGIS. The agreement was approved by the Law Department "as to form" and the Executive Team unanimously agreed with this proposal. Gabe asked if there were any questions. With no questions, he asked for a motion. Mayor Rogero made a motion to approve the agreement with Farragut, which was seconded by Mayor Burchett. The Policy Board approved the Town of Farragut Partnership Agreement. (The agreement will be sent to Mintha for final signature).

- 5 Budget Approval for FY 2018** - KGIS is seeking a minor increase in the operational budget (increase total \$762) and proposing a capital outlay of \$119,500 to be funded by external revenue funds. Keith stated the spring 2018 Aerial Ortho-Photography request of \$70,000 was still to be determined. The Executive Team will assist Keith in identifying the specifications of if it is needed and what exactly is needed.

Keith stated that the long range revenue/expenditure projections continue to fully support future capital requests without additional funds being requested from the Policy Board. He mentioned that in 2020 where a software migration task is scheduled to upgrade the ESIR products.

Gabe asked if there were any questions or comments about KGIS's proposed budget for FY 2018, with no questions he asked for a motion for approval. Mayor Rogero made a motion, which was seconded by Mayor Burchett. The Policy Board approved KGIS's budget for 2018.

6 Project Updates/ Status Report –

- **Aerial/Topographic Map Update - Phase I** of the project (aerial photography, infrared and LiDAR) was successfully delivered in fall 2016, and is currently being used by KGIS users. [Link to Aerial Theme in KGIS Maps](#)

Phase II of the project delayed by 4 months due to technical issues by the subcontractor in mapping hydrographic (water) features.

KGIS staff (with valuable assistance from County Stormwater) has been actively involved in QA/QC of the interim deliverables and have communicated with vendor for corrections.

KGIS has received the hydrographic data and the 3-D terrain model that will be used for contour generation. The final Topographic contours are scheduled for April 28 delivery; the final planimetric (paved features, sidewalks, fences, etc.) to be delivered today: May 19th.

- **Web Application Development** - KGIS staff has successfully deployed several [web-based mapping applications \(LINK\)](#) since the last meeting of the Policy Board, and have been involved with several critical system integration efforts.
 - City Work Management / Sign Inventory integration
 - County and City Stormwater web map upgrades (including stream tracing and photo integration)
 - County E-Codes / permitting system integration
 - KUB enterprise-wide GIS map integration and upgrade support
 - KEMA Emergency Management web map and Operational Support plan

As a result of these efforts, KGIS has received some very appreciative notes. In particular, Knox County Engineering Public Work's Chris Granju provided the following in recognition of the many stormwater-related GIS initiatives of the past year.

"....I wanted to take a moment to thank you all for your proactive & highly professional help and support of our department – specifically, with projects on which you are collaborating..."

- 1. Help on building/adjusting the County EPW Storm Viewer.*
- 2. Help on loading/adjusting GRW dataset and being a first point of call for questions.*
- 3. E-Codes integration support.*
- 4. Help with purchasing/contract negotiations relating to infrastructure mapping project and help transitioning new GIS staff.*
- 5. Getting our needs incorporated into new LiDAR delivery.*
- 6. Help getting our data out to users.*

Your staff has been open, approachable, knowledgeable and always ready to help or give good advice. "

Gabe stated he as well as the Engineering team uses the LiDAR and loves it.

Keith showed a map of the LiDAR along the Urban Wildreiness Trail versus KGIS's map without the LiDAR. The maps show a difference in where the actual trail is located versus what is currently mapped as the location.

Mayor Rogero asked Keith to talk with the Stan Sharp at the fire department about the LiDAR and mapping changes.

7 Public Comment - No public comments

8 Next Policy Board Meeting – The next regular Policy Board meeting is scheduled for Friday, August 18, 2017 at 1:30 pm.

Knoxville ♦ Knox County ♦ Knoxville Utilities Board
Geographic Information Systems

Keith G. Stump
Director

June 19, 2017

Gary Palmer, Assistant Town Manager
Farragut Town Hall
11408 Municipal Center Drive
Farragut, TN 37934

Dear Gary,

Attached is the Town of Farragut Partnership Agreement between Town of Farragut and KGIS. The KGIS Policy Board has approved and signed this agreement.

If you will, please present to the appropriate person for approval and signature from the Town of Farragut.

Once it has been signed, please make a copy for your office and return the original to:

KGIS
Attention: Donna Roach
606 Main Street
Suite 150
Knoxville, TN 37902

If you have any questions, please do not hesitate to contact me at 865-215-2641.

Thank you,



Donna G Roach
KGIS Office Manager

POLICY BOARD

Madeline Rogero, Mayor, City of Knoxville; Mintha Roach, President/CEO, KUB; Tim Burchett, Mayor, Knox County

Phone: 865/215-2641 ♦ Facsimile: 865/215-2910 ♦ E-mail: kgis@kgis.org ♦ Website: <http://www.kgis.org>
Suite 150, Main Place ♦ 606 Main Street ♦ Knoxville, Tennessee 37902

Knoxville ♦ Knox County ♦ Knoxville Utilities Board
Geographic Information Systems

Keith G. Stump
Executive Director/ GIO

MEMORANDUM OF UNDERSTANDING

**Between
Knoxville, Knox County, KUB GIS (KGIS)
and
The Town of Farragut**

The purpose of this MOU is to define a specific Operational Partnership agreement between the Knoxville, Knox County, KUB GIS (KGIS) and the Town of Farragut.

The KGIS System and Database is a shared resource governed by the KGIS Policy Board, which has established policies and procedures regarding its operational maintenance, funding, data sharing and product licensing.

The Town of Farragut has been a data sharing partner since August 30, 1994 at which time the Town entered into a Data License Agreement (DLA) that has remained in effect and good standing since that time. The DLA provided the Town of Farragut with quarterly updates of KGIS's standard datasets, including parcels, addressing, topographic and aerial ortho-photography.

The scope of this MOU is to provide the Town of Farragut with an expanded level of access to KGIS's full range of operational databases and hosted services, including web-based applications, for use by the Town of Farragut to meet its operational duties.

The commitments and policies identified in this MOU shall be mutually agreed upon by the parties involved. This agreement can only be amended or modified upon mutual written agreement by all the parties.

The MOU shall remain in effect until it is terminated, for any reason, by either party with a sixty (60) day prior written notice, or immediately if one of the parties is found to be in violation of the agreement.

POLICY BOARD

Madeline Rogero, Mayor, City of Knoxville; **Mintha Roach**, President/CEO, KUB; **Tim Burchett**, Mayor, Knox County

Phone: 865/215-2641 ♦ Facsimile: 865/215-2910 ♦ E-mail: kstump@kgis.org ♦ Website: <http://www.kgis.org>
Suite 150, Main Place ♦ 606 Main Street ♦ Knoxville, Tennessee 37902

A. Data Use Policies & Restrictions

As an Operational Partner with KGIS, the Town of Farragut is committed to adhering to the policies and procedures established by KGIS and the KGIS Policy Board.

The Town of Farragut recognizes the complexity of the KGIS database in regards to data ownership and restrictions on use, and agrees to adhere with KGIS's established policies and procedures in regards to data sharing, replication, open records, distribution and licensing.

The Town of Farragut agrees to actively communicate and coordinate with KGIS regarding adherence to the operational practices of the KGIS organization.

The Town of Farragut agrees to be a signed party to the separate, attached **Appendix A: License Agreement** governing the use and restrictions of the KGIS data.

B. Data Sharing Commitment

As a data sharing partner with KGIS, the Town of Farragut is committed to communicating with KGIS about its ongoing GIS database inventory and maintenance activities, and to being an active participant in the KGIS User community.

KGIS is committed to promoting the Town of Farragut's effective use of the KGIS system.

The Town of Farragut agrees to further mutually support KGIS by providing access to non-sensitive, but value-added GIS data created, hosted or maintained by the Town of Farragut.

To aid its other mutual support agreements, the Town of Farragut may be tasked with distributing portions of the KGIS database to other agencies, including the State of Tennessee. But in all such endeavors, and as the situation will reasonably allow, the Town of Farragut agrees to seek prior KGIS approval, and to coordinate with KGIS on the data sharing activities, ensuring that KGIS operational standards are adhered to, and that KGIS interests are protected by those other agencies.

C. Accessibility to the KGIS System, Data and Products

As an operational partner with KGIS, the Town of Farragut shall be provided with access to the generally accessible, non-restricted portions of the KGIS system, including

- the centrally-managed GIS database
- commonly shared file folders on KGIS's communications network
- Internet and Intranet web sites and applications
- KGIS's custom desktop tools, scripts and workflows

The Town of Farragut shall also have access to certain restricted datasets to which it has been granted specific authority as governed by KGIS policies and procedures.

As resources will allow, KGIS shall coordinate with the Town of Farragut to create and maintain intranet and internet mapping web sites specifically designed for use by the Town of Farragut.

Signatures:

As the duly authorized officer for my corporate organization, I understand my rights and responsibilities as incorporated in this Memorandum of Understanding, and I will strive to meet the standards outlined in this agreement.

Mintta Roach, Chair KGIS
For the KGIS
KUB President & CEO
Title

5/30/17
Date

Keith G Stump
Witness for the KGIS
KGIS Executive Director
Title

6/2/2017
Date

For the Town of Farragut
Title

Date

Witness for the Town of Farragut
Title

Date

Approvals as to Form:

Chad H. Swan
City of Knoxville

3-15-17
Date

Bob Burch, Chief Deputy Law Director
Knox County

3/8/17
Date

Mintta Roach
KUB

4/5/17
Date

Appendix A

License Agreement

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("the Agreement") dated this ____ day of ____, 2017, by and between the KNOXVILLE/KNOX COUNTY/KUB GEOGRAPHIC INFORMATION SYSTEM POLICY BOARD ("Licensor"), and the Town of Farragut ("Licensee"), duly organized and existing under the laws of the State of Tennessee;

WITNESSETH:

WHEREAS, the Licensor, as the Project Management Agency of the Knoxville/Knox County/KUB Geographic Information System (hereafter KGIS), has implemented the system for the benefit of the participants and the citizens of Knoxville/Knox County, Tennessee, and the Knoxville Utilities Board.

WHEREAS, it is in the best interest of the community that information be shared to increase efficiency, public response, and service and to effectively plan for the future needs of the community;

WHEREAS, Licensor desire to license the KGIS, as hereinafter defined, to Licensee, and Licensee desires to accept and receive said license from the Licensor, subject to the terms and conditions of and for the purposes set forth in this License Agreement; and

WHEREAS, both Licensee and Licensor are authorized under the Constitution and laws of Tennessee to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, in consideration of the premises hereinafter contained and intending to be legally bound thereto, the parties hereby agree as follows.

ARTICLE 1: DEFINITIONS

The following terms will have meanings indicated below unless the context clearly requires otherwise:

"Agreement" means the License Agreement, including the Exhibits attached hereto, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Commencement Date" means the date when the term of this agreement begins and Licensee's and Licensor's duties to perform their obligations hereunder commence.

"KGIS" means the geographic information system jointly developed by the City of Knoxville, Knox County, and the Knoxville Utilities Board which includes but is not limited to the computer equipment and peripheral devices, computer software, digital databases and supporting information, and telecommunications.

"License Term" means the Original Term or any Renewal Term provided for in the Agreement under Article 4.

"Licensee" means the Town of Farragut, Tennessee.

"Licensor" means (i) the Knoxville/Knox County/KUB GIS Policy Board; (ii) any surviving, resulting, or transferee association; and (iii) assignee(s) of Licensor to which rights under this agreement are assigned.

"KGIS Data" means that information contained in the planimetric, topographic, and property files as well as other graphic and non graphic information, including custom software applications, generally available to all KGIS users

"Licensee's primary use office" means that person or person's so designated by the licensee and approved by KGIS which will be the primary contact point with the KGIS.

ARTICLE 2: COVENANTS OF LICENSEE

Licensee represents, covenants, and warrants, for the benefit of Licensors and its assignees, as follows:

- (a) Licensee will do or cause to be done all things necessary to preserve and keep in full force and effect its duties under this Agreement.
- (b) Licensee is authorized under the Tennessee Constitution and the Tennessee Code Annotated to enter into this Agreement and the Transactions contemplated hereby, and to perform all of its obligations hereunder.
- (c) Licensee has been duly authorized to execute and deliver this Agreement under the terms and provisions of the resolutions of its governing body, and further represents, covenants, and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Licensee has complied with public procurement requirements, if any are necessary to render this Agreement enforceable.
- (d) The Licensee shall recognize and honor in perpetuity the licensing agreements, copyrights, and other proprietary claims for software, databases, collateral information, and products established or produced by Licensors or the vendors furnishing said items to the KGIS.

ARTICLE 3: LICENSE OF KGIS; RIGHTS AND DUTIES OF LICENSOR AND LICENSEE

Section 3.01. License of KGIS. Licensors hereby grants Licensee a non-exclusive license to utilize, for the limited purposes and on the conditions stated herein, KGIS data, for the Term of this Agreement. Licensee hereby accepts and receives said license for the purposes and on the terms and conditions herein contained.

Section 3.02. Rights of Licensee. Licensee's primary use office shall have the right to access KGIS Data as described in Exhibit 1. Licensors shall not be obligated to provide support, maintenance, problem-solving or any other services related to KGIS Data.

Section 3.03. Limitations of Licensee. Licensee may replicate KGIS data on its own computers, disks, tapes, or other media. Licensee shall adhere to and enforce all limitations and procedures of this agreement as may be extended to apply to such data, or as may be reasonably set forth by Licensors as conditions of such usage.

Licensee shall have the right to grant access to KGIS Data to its contractors for purposes which the licensee deems beneficial to the licensee provided that the Licensee agrees: 1) to require all contractors granted access to KGIS Data to sign a copy of the usage agreement contained in Exhibit 2, (2) to provide appropriate supervision of those contractors, (3) to cooperate with

Licensor in attempting to prevent unauthorized use, and (4) to remove access of any individuals of whom Licensee is aware is using KGIS Data improperly.

Licensee shall have the right to sell "hard copies" to individuals or businesses at a price set by Licensee to cover duplication costs. No digital data may be sold by the Licensee unless authorized by the Licensor in writing.

Licensee shall be fully responsible for any and all actions on its part, or on the part of any of its employees or contractors in the use or access to the KGIS regardless of whether Licensee had any knowledge of such activities.

Section 3.04. Communications Facilities. Licensor shall have the responsibility to install and maintain such communications facilities as may be reasonably necessary to permit Licensee to have access to the KGIS as contemplated by this Agreement. Licensee shall install those facilities from the KGIS communication network to a mutually agreeable access point in Licensee's communication network. Licensee shall be responsible for installation and maintenance of any communications facilities from the point of connection to the Licensor's GIS facilities. Licensee shall maintain its communications facilities in such a way that there can be no infiltration of the KGIS by any unauthorized means.

Section 3.05. Third Party Interactions. Licensee and Licensor agree that this Agreement shall facilitate and in no way impede interaction with other third party agreements each has with other local, state, and federal agencies.

Section 3.056. Additional Users. Nothing in this Agreement shall preclude Licensor from providing access to the KGIS to other licensees or participants.

Section 3.07. Information Updates. Licensee shall provide to KGIS, in a digital format compatible to that used by the Licensor, all of its graphic utility facilities information which exists within the area covered under this license agreement. This information must be delivered to KGIS in a timely fashion after its compilation. The Licensee shall also provide to KGIS updates to this information, in the same digital format, on an annual basis.

ARTICLE 4: LICENSE TERM

Section 4.01. Commencement of License Term. The Term of this Agreement shall commence on the first calendar day of the month subsequent to the execution of this Agreement and shall continue until it is terminated as provided for in Section 4.02.

Section 4.02. Termination of Agreement. The Agreement will terminate upon the earliest of any of the following events:

- (a) Licensee may terminate this agreement at any time if sufficient funding is not obtained from the legislative body of the Licensee, provided sixty (60) days written notice has been provided to the Licensor;
- (b) Licensor may terminate this agreement at any time, and for any reason, provided sixty (60) days written notice has been provided to the Licensee;
- (c) Licensee may terminate this agreement at any time, and for any reason, provided sixty (60) days written notice has been provided to the Licensor;
- (d) A default by Licensee and Licensor's election to terminate this Agreement under Article 11.

ARTICLE 5: INSPECTIONS

Licensor or its agents expressly reserve the right to enter into and upon the property of Licensee at all reasonable times for the purpose of inspecting any computer equipment, software, databases, and any other products and materials associated with or connected to the GIS. Further, the Licensor or its agents shall have the right to inspect at all reasonable times the integrity of any GIS software and databases utilized by Licensee.

ARTICLE 6: LICENSE FEES; EXPENSES

Section 6.01. General. Upon execution of this Agreement, Licensee shall pay Licensor the amount of **\$25,183.75** as a license fee for the License Term. An annual renewal fee shall be assessed on each anniversary date of the agreement, the payment of which shall extend the agreement for one additional year. The annual renewal fee is subject to annual adjustment based upon policies established by KGIS.

Section 6.02. Rental Payments to be Unconditional. The obligations of Licensee to make payment of the license and other fees required under this Article 6, and to perform and observe the covenants and agreements contained herein, shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Licensee and Licensor, any vendor, or any person or entity, Licensee shall make all payments of license and other fees when due and shall not withhold any payments pending final resolution of such dispute.

Section 6.03. Payment for Products, Services, and Consumables. Licensor shall invoice Licensee not more often than monthly for the actual costs incurred by Licensor for Licensee's use of consumable items, including, but not limited to, plotter supplies, paper, and magnetic tapes. Based on established fees for all system clients, Licensor shall invoice Licensee for any defined electronic products and services (e.g., standard or custom hard copy maps, copies of all or part of the database on specified media, application development, special research, and report preparation, etc.). Licensee shall pay said invoices within thirty (30) days from the date thereof.

ARTICLE 7: TITLE TO KGIS

Section 7.01. Title to Licensed Material. During the term of this Agreement, title to all components of KGIS and any and all additions, repairs, replacements, or modifications shall remain with Licensor, subject to Licensee rights under this Agreement. In the event the termination of this agreement as set forth in Section 4.02 or default as set forth in Section 11.01, Licensee will forthwith execute a document canceling this Agreement and surrendering all rights which Licensee has hereunder.

ARTICLE 8: MAINTENANCE; TAXES

Section 8.01. Maintenance of KGIS. Licensor and Licensee agree that, at all times during the License Term, Licensor will maintain, preserve, and keep the KGIS in good repair, working order, and conditions, and that Licensor will from time to time make or cause to be made all necessary and proper repairs, replacements, and renewals. This obligation to repair and maintain shall only extend to those facilities of KGIS from the CPU to the point of connection with Licensee's communications network as described in Section 3.04. Licensee shall maintain, preserve, and keep all facilities from the point of connection to the Licensee's GIS facility. License and other fees paid by Licensor shall not include support or maintenance of non-KGIS software, as may currently be in use at Licensee's facilities.

Section 8.02. Taxes, Other Governmental Charges, and Utility Charges. The parties to this Agreement contemplate that the KGIS will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use of the KGIS is found to be subject to taxation in any form (except for income taxes of Licensor), Licensee will pay during the License term, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to its rights to use the KGIS.

ARTICLE 9: DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES, USE OF EQUIPMENT

Section 9.01. Disclaimer of Warranties. LICENSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, OR FITNESS FOR PARTICULAR PURPOSE OR USE OF THE KGIS, KGIS DATA, OR OTHER INFORMATION CONTAINED IN OR DERIVED

FROM THE KGIS. In no event shall Licensor be liable for any incidental, indirect, special, or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning, or Licensee's use of any item or products or services provided for in this Agreement.

Section 9.02. Use of the KGIS. Licensee will not install, use, operate, or maintain the KGIS Data improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Licensee shall provide all permits and licenses, if any, necessary for the operation of the KGIS not provided by Licensor. In addition, Licensee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance, and operation of each component of the KGIS, and with respect to rules, copyrights, access privileges to the database and to sales of products and services established by Licensor) with all laws of the jurisdictions in which its operations involving any component of KGIS may extend and any legislative, executive, administrative, or judicial body exercising any power or jurisdiction over the components of the KGIS.

ARTICLE 10: ASSIGNMENT, TRANSFER, RELEASE AND INDEMNIFICATION

Section 10.01. Assignment by Licensor. The rights of Licensor under this Agreement, including the right to receive payments from Licensee hereunder, are freely assignable by Licensor at any time subsequent to execution, without the necessity of obtaining the consent of Licensee; provided, however, that no such assignment(s) shall be effective as to Licensee unless and until Licensee shall have received notice of the assignment(s) disclosing the name and address of the assignee(s). Upon receipt of notice of assignment, Licensee agrees to reflect in a book entry the assignee designated in such notice of assignment, and to make all payments to the assignee designated in the notice of assignment, notwithstanding any claim, defense, set off, or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Licensee may from time to time have against Licensor, or the assignee. Licensee agrees to execute all documents which may be reasonably requested by Licensor or its assignee to protect their interests in the KGIS and to rights under this Agreement.

Section 10.02. Assignment by Licensee. The rights of Licensee under this Agreement may not be sold, assigned, transferred, or encumbered by Licensee without the prior written consent of Licensor.

Section 10.03. Release and Indemnification Covenants. To the extent allowable under Tennessee Law, Licensee shall protect, hold harmless, and indemnify Licensor from and against any and all claims arising out of or as the result of entering into this Agreement. Licensee agrees to not withhold or abate any portion of the payments required pursuant to this Agreement by reason of any defects, malfunctions, breakdowns, or infirmities of the KGIS.

ARTICLE 11: EVENTS OF DEFAULT AND REMEDIES

Section 11.01. Events of Default Defined. The following shall be "events of default" under this Agreement and the terms "event of default" and "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

- (a) Failure by Licensee to pay any license fee or other payment required to be paid hereunder at the time specified herein; and
- (b) Failure by Licensee to observe and perform any covenant, condition, or agreement to be observed or performed, other than as referred to in Section 11.01 (a), for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the Licensee by the Licensor.

If by reason of force majeure Licensee is unable in whole or in part to carry out its agreement herein contained, other than the obligations on the part of Licensee contained in Article 6 hereof, Licensee shall not be deemed in default during the continuance of such inability.

Section 11.02. Remedies on Default. Whenever any event of default referred to in Section 11.01 hereof shall have happened and be continuing, Licensor shall have the right as its sole option without any further demand or notice, to take whatever action at law or in equity may appear necessary or desirable to enforce its right as Licensor, including full access to facilities of Licensee for the purpose of de-installation of Licensor's equipment, data, documentation, and other items in which Licensor has retained ownership.

Section 11.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Licensor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power nor shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE 12: MISCELLANEOUS

Section 12.01. Notices. All notices, certificates, or other communication hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties at their respective places of business. Mailed notices to the Licensor shall be sent to the Executive Director, Knoxville/Knox County/KUB GIS (KGIS), 606 Main Street, Suite 150, Knoxville, TN 37902. Mailed notices to the Licensee shall be sent to: Farragut Town Engineer, P.O. Box 22190, Farragut, TN 37933.

Section 12.02. Binding Effect. Subject to the provisions of Section 9.02, this Agreement shall inure to the benefit of and shall be binding upon Licensor and Licensee and their respective successors and assigns.

Section 12.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by an court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 12.04. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by written instrument signed by the Licensor and the Licensee; nor shall any such amendment that affects the rights of any assignee of Licensor be effective without such assignee's consent.

Section 12.05. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.06. Applicable Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Tennessee.

Section 12.07. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

Section 12.08. Entire Agreement. This Agreement constitutes the entire agreement between Licensor and Licensee regarding the KGIS. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, or warranties, express or implied, not specified herein regarding this Agreement. All terms and conditions of any purchase order or other document submitted by Licensee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Licensor and will not apply to this Agreement. Licensee by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, Licensor has executed this Agreement in its corporate name and attested by its duly authorized officers, and Licensee has caused this Agreement to be executed in its corporate name and attested by its duly authorized officers. All of the above occurred as of the date first above written.

KNOXVILLE/KNOX COUNTY/KUB GIS

Attest:

By: Minta Roach

Title: 5/30/17

By: Keith G Stump

Title: KGIS Executive Director

LICENSEE

Attest:

By: _____

Title: _____

By: _____

Title: _____

CITY OF KNOXVILLE

Madeline Rogero
MADELINE ROGERO
MAYOR

DATE: 3/22/17

APPROVED AS TO FORM:

Charles W. Swanson
CHARLES W. SWANSON
LAW DIRECTOR

KNOX COUNTY, TENNESSEE

Tim Burchett 3/13/17
TIM BURCHETT Date
KNOX COUNTY MAYOR

Contract No.: 16-612

APPROVED AS TO LEGAL FORM

Jeff Baugh 3/8/17
Knox County Law Director Date

Exhibit 1

Description of Licensed KGIS Data

This license includes all unrestricted portions of the KGIS data, and includes coverage across the entire geographic extents of the KGIS database, including the following:

- Cadastral (Parcel Boundaries) and Ownership
- Planimetry
- Topography
- Digital Terrain Models
- Aerial Ortho-photography
- Addressing / Streets
- Jurisdictional Boundaries
- Political Districts
- Points of Interest
- City Wards
- Parks / Greenways
- Zoning
- LandUse
- Sector Plans

This license also includes other, restricted data layers, which shall be defined and authorized on a per-request basis in coordination with KGIS and its supporting agencies.

Exhibit 2

Supplementary Contractor's License Agreement

DATA LICENSE AGREEMENT



License Number _____

Anniversary Date _____

User's Name _____ Contract _____

Company/Agency _____

Address _____ Zip _____

Phone _____

Fax # _____

PRODUCT DESCRIPTION:	EXHIBIT A (PART I)	PRODUCT FEE
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A copy of the data that is provided as part of the license agreement between the Town of Farragut and KGIS.	N/C
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(see part II)	
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Sales Tax _____

TOTAL N/C

Internal OFFICE USE:

Termination Date: _____

Prepared By: _____

This data license agreement is subject to the terms and conditions on the reverse side hereof. In witness whereof, this license is executed on the date set forth under the parties named. The anniversary date of the license shall be the later of the dates set forth below.

KGIS/Town of Farragut

Licensed User:

Name: _____ Name: _____

Title: _____ Title: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

Knoxville/Knox County/KUB Geographic Information System, 606 Main Street, Suite 150 Main Place, Knoxville, TN 37902

White: KGIS/Farragut File Copy

Canary: Finance Copy

Pink: User Copy

20Sep16



EXHIBIT A
(Part II)
Project Description and Further Restrictions on Use

License # _____

Project Name: _____

Project Description: Company (_____) has been subcontracted by the Town of Farragut to perform work and plans to make use of the KGIS data (which has been provided to the Town of Farragut as part of its license agreement with KGIS). Further description as follows:

Project Goals / Objectives:

Project Deliverables to the Town of Farragut:

Geographic Coverage:

GIS Data Format and Requirements:

Further Restrictions on Use: (_____) understands that this is proprietary data, and that it is not to be released to others or used for purposes other than this particular project (in addition to the restrictions and license termination clauses that are outlined elsewhere in this agreement).

PRODUCT LICENSE AGREEMENT: TERMS AND CONDITIONS

THIS AGREEMENT is a license and made and entered into by and between the Office of the Knoxville/Knox County/KUB GIS, a political subdivision of the State of Tennessee, having as its principal address for purposes of this agreement at Suite 150, 608 Main Street, Knoxville, Tennessee 37902 (hereinafter referred to as KGIS), and the client identified on the reverse (hereinafter referred to as "User").

WHEREAS, the City of Knoxville, Knox County and the Knoxville Utilities Board have jointly developed a Geographic Information System (hereinafter KGIS), which composed of hardware, operating systems, proprietary GIS software and databases (the copy of the database, or portions thereof, which are the subject of this Agreement, are more particularly described in Exhibit A, attached hereto and made a part hereof, and are referred to herein as the "Database"); and

WHEREAS, User wishes to acquire a copy of the Database, or portions thereof, for its own, but restricted, use as defined elsewhere in this Agreement; and

WHEREAS, the KGIS Policy Board is willing to make said copy or copies available to User, on the terms and conditions, and for the express purposes, herein stated and has delegated administrative authority for licensing such use to the KGIS Director;

NOW THEREFORE, for and in consideration of the mutual consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1.0 Grant of License: License Term

1.1 KGIS grants User, subject to the provisions of this Agreement, a nontransferable, nonexclusive license to use the Database solely for internal use by User.

1.2 This Agreement does not constitute a sale of any title or interest in the Database. KGIS reserves all rights in the Database not expressly granted to User by this Agreement.

1.3 The Database will be prepared in a GIS data format that is based on the proprietary software licensed by KGIS and used in KGIS's Geographic Information System. User represents and warrants that User has the right to receive the Database in that format, and further covenants and agrees to indemnify and hold KGIS harmless from any liability incurred by KGIS for any breach of this representation and warranty by User.

1.4 User agrees that the development and provision of the Database by KGIS is a service, and stipulates the Database is not public record, and User further covenants and agrees that the delivery of the Database to User falls outside the Tennessee Public Records Law, and that none of the provisions thereof shall govern this License Agreement.

1.5 User agrees that the Database is further protected and controlled by the Tennessee State Code 10-7-504, on the Confidentiality of Certain Records, especially related to the Terrorism Prevention and Response Act of 2002.

1.6 The term of this License shall continue for one (1) year from the date of this Agreement, or until the completion of the project described in Exhibit A, whichever occurs first. The term may be extended for successive periods of not more than one (1) year each, upon execution of a written amendment to this Agreement and payment by User of the license fee provided for in paragraph 3.2.

2.0 Delivery

2.1 User is responsible for all shipping, insurance and related charges, and risk of loss or damage shall transfer from KGIS to User upon delivery by KGIS to User or to a common carrier for delivery to User.

2.2 KGIS shall in no event be liable for any damages or penalty for delay in delivery, or for failure to give notice of delay in delivery.

3.0 Payment by User

3.1 User shall pay an annual license fee for the use of the Database. The amount of the license fee shall be determined by KGIS, and may be reduced or waived in lieu of affirmative duties for accounting, reporting, database verification and maintenance. The initial license fee shall be paid prior to delivery of the Database to User.

3.2 All payment due hereunder shall be made in immediately available funds.

4.0 Restrictions on Use

4.1 User shall not disclose, publish, sell, assign, lease, sublicense, market or transfer the Database or any portion thereof. User shall not use the Database to operate a service bureau, nor shall the User engage in any processing of the Database for other persons or entities. User shall not use the Database in any manner or for any purpose not expressly authorized by this Agreement.

4.2 The Database may be used only with a single central processing unit at any one time.

4.3 User shall not alter, augment, or remove any copyright notice contained in or on the Database.

4.4 User is authorized to make a maximum of two (2) copies of the Database solely to the extent necessary for backup or archival purposes, provided no more than one (1) copy of the Database may be in use at any time.

4.5 User shall adhere to any further restrictions and requirements described in Exhibit A.

5.0 Data Quality

5.1 User acknowledges that the Database is complex and that it may contain some nonconformity's, defects, or errors. KGIS does not warrant that the Database will meet the User's needs or expectations, or that all nonconformity's can or will be corrected. User accepts the Database "as is."

6.0 Limitation of KGIS's Liability: Indemnity

6.1 KGIS shall not be liable under any circumstances for any lost profits, lost savings, or any other consequential damage which may arise from any use of the Database. KGIS shall bear no liability if the Database does not meet any particular purpose for which User may use the Database, nor shall KGIS be liable under any circumstances for the installation of the Database or for any results obtained from its use.

6.2 User shall indemnify and hold harmless KGIS against all losses, damages, claims, expenses or attorney's fees which may be sustained or asserted against KGIS arising from or connected with any breach by User of any provision of this Agreement.

7.0 User's Duties upon Expiration or Termination

7.1 Immediately upon expiration or termination of the License granted by this Agreement, User shall delete from its computers, workstations, and other storage devices all copies, including hardcopies, of all or any portions of the Database which are in its possession, custody, or control. User shall also deliver to KGIS all copies of all or any portions of the Database which are in its possession, custody or control, and notify KGIS of the existence and identity of any custodian of any copy of any portion of the Database not in User's possession, custody, or control, but obtained or derived directly or indirectly from User. User shall certify to KGIS, in writing, that it has complied with the provisions of this paragraph 7.1

8.0 Remedies upon Breach

8.1 In the event User breaches any of the terms, conditions, covenants, or agreements contained in this Agreement, the License granted by this Agreement shall immediately cease and KGIS shall thereupon have the right to any and all legal or equitable remedies, including but not limited to injunctive relief or the right to require an accounting by User of any profits which User may have realized by its use of the Database in violation of this Agreement. Any and all such profits realized by User by its use of the Database in violation of this Agreement shall be forthwith paid to KGIS.

9.0 Miscellaneous

9.1 This Agreement, and attached Exhibit A, constitutes the complete and exclusive agreement between KGIS and the User relating to its subject matter. This Agreement supersedes all prior and contemporaneous representations, correspondence, proposals, or agreements relating to its subject matter, whether oral or written.

9.2 This Agreement may be modified only by a written amendment signed by both KGIS and User, and may not be altered or supplemented by course of dealing or trade usage.

9.3 Neither this Agreement nor any of the rights granted by it may be assigned or transferred by User. This restriction on assignments or transfers shall apply to assignments or transfers by operation of law, as well as by contract, merger, or consolidation. Any attempted assignment or transfer in derogation of this prohibition is void.

9.4 This Agreement shall be governed by the internal laws of the State of Tennessee.

9.5 The exclusive jurisdiction and venue for any lawsuit between the parties arising out of this Agreement shall be Knox County, Tennessee.

9.6 If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall continue to be valid and enforceable.

9.7 User shall be responsible for payment of all taxes, fees, assessments, or levies on the items covered by this Agreement or arising out of or imposed by reason of the transactions contemplated by this Agreement.

9.8 Paragraphs 4, 5, 6, 7, and 8 of this Agreement shall survive the expiration or termination of this Agreement.

9.9 Subject to the provisions of paragraph 9.3, this Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of KGIS and User.

9.10 User agrees that KGIS has the right to modify or discontinue the Database at any time whatsoever, without prior written notice to User. In the event the Database is modified or discontinued, KGIS shall have no obligation to modify, replace, or make any refund with respect to any copy of the Database previously delivered to User.

9.11 Any notice required to be made pursuant to this Agreement shall be delivered by first class certified mail, postage prepaid, return receipt requested, and addressed as follows:

To KGIS:
Attention: Director, Knoxville/Knox County/KUB GIS
Suite 150
608 Main Street
Knoxville, Tennessee 37902

Revised: 21Sep2016

JAN 2017
workshop

GIS AND PROPOSED EXPANSION

Introduction

The Town staff is proposing the Board consider funding an upgrade to our geographic information system (GIS) program. At your workshop I will conduct a brief overview of our current system, the proposed system and why we need the upgrade. I will then turn the presentation over to the KGIS Director Keith Stump to provide a demo of the proposed system. We can wrap up with Q&A and any specific demos you would like to see.

If the Board so chooses I will return at a subsequent meeting with an MOU and new license agreement between the Town and KGIS with a recommendation to approve.

History

What is GIS? At its base level, Geographic Information Systems or a GIS is a spatial referencing and mapping tool. When most people think of GIS they think of static mapping output...but it is much more than that these days and is an essential tool for analysis and municipal operations. If you were to look at the most successful cities, regardless of size, you will likely find a robust GIS being utilized behind the scenes.

These systems are not just the software and hardware, but also, and most importantly, the collection of information (the database) about where geographic features (roads, buildings, fire hydrants, pipes, crime incidents, ponds, streams, etc.) are located in our community and in reference to one another. Building this database involves compiling and digitizing the information from physical maps, aerial photos, hardcopy files (plats, field sheets, and building files), field surveys, or existing computer databases. A GIS database integrates all this information and provides it to the end user spatially (attaches the data to a specific location) so that it can be used together and is accessible through a single computer, typically a personal workstation, laptop or mobile device. Once integrated and QC'd all of the information can be used to conduct queries, analyses, display features, and provide credible output for a myriad of initiatives (in our case mostly parks, planning, engineering).

What is KGIS? The Knoxville, Knox County, Knoxville Utilities Board Geographic Information System (KGIS) was established in 1985 by a charter agreement between the City of Knoxville, Knox County, and the Knoxville Utilities Board. A KGIS Office was established, whose role was to administer the common portions of the KGIS and its computer system. The KGIS Office was to also provide GIS and computer technical support, as well as serving as a clearinghouse of GIS information and products. KGIS is unique in that it was the nation's first major multi-participant, municipal GIS.

(<http://www.kgis.org/portal/AboutUs.aspx>)

KGIS and the Town: Since August 1994 the Town has been a *limited* subscriber to the KGIS mapping system. The initial license agreement between the Town and KGIS shows the Town paid an initial one time subscriber fee of \$38,468.00 with an annual license maintenance fee of \$2,959.00 thereafter. The term of this agreement is perpetual until terminated according to the agreement. Under this agreement the Town is provided KGIS-generated "basemap" data in which we have built upon with our own GIS layers over the years. In accordance with the agreement the Town provides KGIS with Town-collected digital information (commonly known as "layers") so they can amalgamate *all* of the layers for

publishing. KGIS then provides the Town with a *quarterly* data-cut on a DVD that has all of the layers (KGIS and Town generated) so we can publish these layers in our system for *internal* use (only).

Under the current agreement KGIS provides the Town with the following layers each quarter:

Parcel Basemap (parcel splits and combines, plats, addresses, and updated assessor data)

Aerial Basemap (updated every few years or so under the current agreement)

Streets

Some School Data

Some basic utility information (good for general location only)

FEMA (floodplain)

All other layers utilized internally are Town created. You can find a list of the static PDF Town maps (containing most if not all layers) here: www.townoffarragut/maps

Proposed Advanced Map System with KGIS

Several members of the Town staff traveled up to the Knox County Stormwater Dept. to discuss each other's stormwater mapping program. During our discussion they brought up the KGIS on the projector to show us their stormwater mapping layer. I was stunned at the vast amount of information (layers) they had readily available to their staff and the tech involved in this program the Town has never seen. At my request the stormwater staff was kind enough to provide a brief run through, that day, of their portion of the GIS and the programs functionality. They then directed me to the KGIS Director Keith Stump so I could find out how the Town could get this program.

I contacted Mr. Stump who subsequently offered and provided a full demo at their offices for myself and Town GIS users to get their input. We all agreed we needed to pursue this program so I spoke to Mr. Smoak and we again returned to the KGIS offices for another demo with the Town Manager and department heads.

As we typically do before bringing a proposal to the Board, we discussed the initiative as it relates to the goals in the Strategic Plan, and the cost/benefit to the Town. We concluded to bring this to the Board for a demo and consideration.

This proposal is supported either directly or indirectly in some fashion by the following goals and objectives listed in the adopted Town Strategic Plan:

GOAL 1: MAINTAIN FINANCIALLY SOUND TOWN PROVIDING EXCELLENT SERVICES

- Town services provided in the most cost effective manner
- Reliable delivery of Town services

GOAL 2: STRENGTHEN THE LOCAL ECONOMY

- Have a reputation as positive climate for business – people want to have a business here

GOAL 4: FACILITATE FUTURE GROWTH, DEVELOPMENT AND REDEVELOPMENT

This proposal is supported by *all* of the goals listed in the adopted Town IT Strategic Plan. Below is a matrix of the relationship between the Town's broader Strategic Plan's goals the IT focused goals listed in the IT Strategic Plan:

Appendix D: Map of Town-Wide Goals to IT-related Goals

This appendix contains the Map of Town-wide Goals and Objectives to IT-related Goals and Initiatives.

Map of Town-wide Goals and Objectives to IT-related Goals and Initiatives							
			IT-related Goals				
			Standardizing and Integrating applications and equipment	Streamlining inefficient processes and identifying training opportunities	Improving mobile functionality in the field	Meeting citizen's digital expectations	Reducing paper use and storage
P = Primary Relationship							
S = Secondary Relationship (i.e., less strong relationship)							
Town-wide Goals and Objectives			1	2	3	4	5
Maintain Financially Sound Town Providing Excellent Services	Responsible use of debt by Town Government	1					
	Town services provided in the most cost-effective manner	2	P	P	S	S	S
	Adequate revenues to support defined Town services, programs and facilities	3	P				
	Competitive compensation and benefits for Town employees	4	S	P			
	High customer satisfaction rating for Town services	5	S	S	P	P	
	Reliable delivery of Town services	6	P	P	P	P	P
	Well-planned and well-maintained Town facilities and infrastructure	7	P	S	S		
Strengthen the Local Economy	Increase number of visitors coming to Farragut	8				S	
	Residents shopping local—keeping sales tax revenues in the Town	9					
	Increase number of retail businesses in Farragut	10	S	S			
	Expand number of successful small businesses	11	S	S		S	

Current GIS v Proposed GIS (comparison)

The benefits of the proposed GIS over the current GIS are ineffable and really too much for a cover memo. I will review the primary differences between the two below and can discuss other comparisons at the workshop.

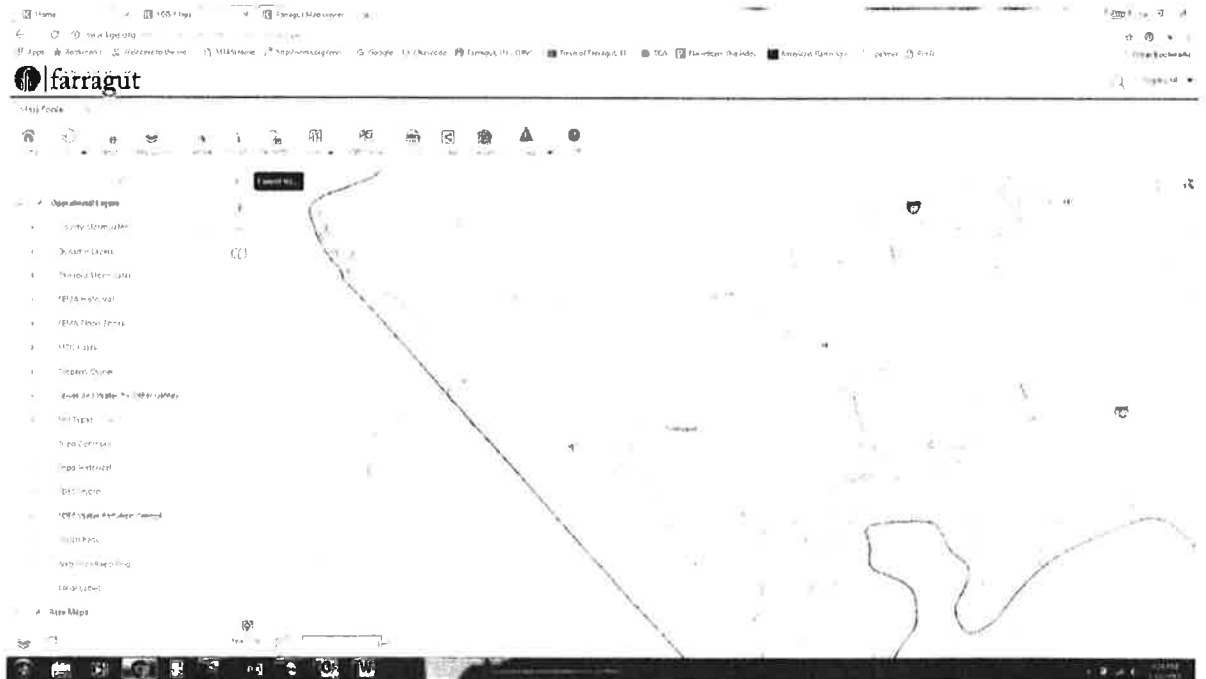
Service Delivery

Our current GIS is a single-user-license program which means it is loaded locally on one machine for one person to use. Therefore, even though we have two GIS professionals and one GIS consultant on staff, only one person at a time can be on the GIS for any sort of editing or output (printing maps). The current GIS program is also only utilized internally by the Town Staff and can only be accessed at Town Hall through the Town's network. Employees working outside of Town Hall do not have access to our GIS. Many times throughout the week our engineering techs, capital project contractors, and building inspectors need to access this information and

cannot until they return to Town Hall. They all have ipads and Wi-Fi hotspots but cannot remotely access our data. The proposed GIS will be deployed through a KGIS web-portal which means you simply login to a website.

Additionally, KGIS proposed we set up a Farragut website portal so the public can access and utilize this information through the Town website. Currently, the public can only download static pdf maps that were pre-created (zoning map, park map) www.townoffarragut.org/maps. They cannot manipulate the information.

See what the portal would look like below (notice the Farragut logo...good for branding and driving traffic to our website?):



GIS has the power to take whatever information you can gather on a specific location, geo-reference it, and provide it back to the end user in a pre-determined format (like the map above). For example, using GIS a building inspector can take out his ipad, and with the resident/contractor standing there they can type in an address and bring up an interactive layered parcel basemap highlighting the property which will have a network database weblink to every permit, inspection, sale, assessment, planning commission minutes, pictures, etc. (you can link anything you want to that specific location). All of that information could be readily available in the field. We could provide such a greater level of service to our partners by having this information.

The data we *do* have is very limited. Under our *current* subscription with KGIS we get little more than the general public would from the public web portal. We have no access to any usable utility data (FUD gives us some general location data). Not having this information puts huge hurdles in front of the engineers and the public works crewmen when planning for and managing capital projects. The proposed GIS will provide us the same information and access as the other full KGIS partners (City of Knoxville, Knox County, and KUB).

The current GIS data is already a quarter old when we get it from KGIS on DVD. This means the data we publish internally or externally should not be considered in decision-making without some hesitation or corroboration. All of the assessor information, platting, zoning, transfers and so forth could change by the time we get it and integrate it with our system. We meet with potential developers constantly to discuss projects and this has the potential to cause serious problems particularly with planning if you are using old information. The proposed GIS will be live-linked to the KGIS so there is no DVD transfer of old data between us. We will simply merge into their system and work off of the same database. Therefore, when that database is updated and published we are on time with everyone else in the KGIS.

Annual Cost

Current GIS¹: **\$38,979** (KGIS License \$2,959.00, ESRI License (software) \$6,020, ARCADIS Contract \$30,000)

Proposed GIS: **\$48,184** (KGIS License \$25,184, ESRI License \$3,000, ARCADIS Contract \$20,000²)

To me the biggest soft cost would be staff time, gas, and wear and tear on equipment. Anytime we need to get information remotely we need to either call or have someone look it up or wait until we get back to Town Hall.

I will keep working on this list of benefits and provide additional information tomorrow.

Please don't hesitate to call me anytime to discuss.

¹ The Town looked at deploying an enterprise GIS through ESRI and it would cost us in excess of \$25,000 a year. This would only include staff (no public portal) and the app to pull the information remotely is completely different from the workstation

² The Town intends to decrease this contract amount as our internal GIS talent evolves with this new system

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Lori Saal, Stormwater Coordinator / Darryl Smith, Town Engineer

SUBJECT: Approval of agreement for mapping and assessment of the Town of Farragut stormwater infrastructure

INTRODUCTION:

The University of Tennessee Water Resources Research Center (UT WRRC) has provided the attached proposal for conducting mapping and condition assessments of the Town's stormwater infrastructure. The Town of Farragut is covered under the State of Tennessee's NPDES General Permit for Discharges from Small Municipal Separate Storm Sewer Systems (MS4). This permit requires the mapping of the Town's infrastructure. Additionally, a condition assessment will enable Town staff to plan for necessary infrastructure maintenance.

BACKGROUND:

To date, a portion of the publicly owned and/or maintained stormwater infrastructure has been mapped. For example, many of the inlets to the system and outfalls from the system have been mapped, but the network of conduits (pipes, ditches, etc.) between those points and several other stormwater infrastructure features remains unmapped. Additionally, many beneficial features of these stormwater infrastructure assets have not been recorded, such as condition, depth, material type, etc.

DISCUSSION:

Gathering detailed information about each stormwater infrastructure asset is critical to identifying imminent infrastructure failures to prevent loss of service and to accurately prepare a stormwater infrastructure replacement plan. Information provided through this project will provide staff with the information needed to determine a timeline for and value associated with the repair and/or replacement of failing assets.

The proposal includes mapping for three of the oldest neighborhoods in the Town: Village Green, Fox Den and Kings Gate. Additional work will be needed to complete an infrastructure assessment of the entire Town.

TN WRRC will provide the Town with a written report of its findings in addition to detailed map files. The report will include the following information about each stormwater asset:

- type and quantity
- condition
- estimated effective life, probability of failure and consequences of failure.

Based on the provided information, Town staff will determine the cost associated with any repair and/or replacement projects that will be necessary in the foreseeable future.

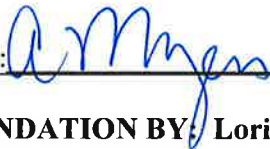
The project will start upon approval of this agreement and conclude within seven (7) months.

This initiative is a Top Priority Goal for the BMA in 2017 per the strategic plan. The total estimated project cost for this initial phase of the project is \$50,000.00, which has been included in the FY18 budget.

FINANCIAL SECTION:

Account Number: 110-41670-254

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$50,000	\$50,000	\$0	\$0

Approved By: 

RECOMMENDATION BY: Lori Saal/Darryl Smith for approval

PROPOSED MOTION: Approve the agreement with UT Water Resources Research Center, for mapping and assessment of the Town's stormwater infrastructure, for a not to exceed amount of \$50,000.

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	_____	_____	_____	_____	_____



Research Agreement

THIS RESEARCH AGREEMENT ("Agreement") is entered into and effective as of the 28th day of July 2017 ("Effective Date") by and between The Town of Farragut, Tennessee, a Tennessee municipal corporation with offices in 11408 Municipal Center Drive, Farragut, Tennessee 37934 ("SPONSOR"); and The University of Tennessee, a public higher education institution and instrumentality of the State of Tennessee, having an office at 1534 White Avenue, Knoxville, Tennessee 37996 ("the UNIVERSITY").

The research program contemplated by this Agreement is of mutual interest and benefit to the parties and will further the instructional and research objectives of the UNIVERSITY's status as a public higher education institution and instrumentality of the State of Tennessee, and the research objectives of SPONSOR.

The parties agree as follows:

1. STATEMENT OF WORK AND PRINCIPAL INVESTIGATOR

The UNIVERSITY agrees to use its reasonable efforts to perform the research project ("Project") as set out in the Statement of Work titled Stormwater Infrastructure Inventory and Mapping and incorporated by reference as Appendix A. This Agreement covers Phase I as described in Appendix A. Any additional Phases of the Project which will be incorporated as a part of and governed by this Agreement shall be executed through an amendment to this Agreement.

The UNIVERSITY's performance of the Project shall be carried out under the supervision of Dr. Thanos Papanicolaou, Principal Investigator. The failure of Dr. Papanicolaou for any reason to continue to serve as Principal Investigator until the normal conclusion of the Project shall not be considered a breach of this Agreement and shall not subject the UNIVERSITY to any liability. In such case, the UNIVERSITY and SPONSOR shall agree upon a replacement, and if they fail to agree, either of them may terminate this Agreement without cause upon written notification to the other at least thirty (30) days prior to the effective date of termination.

2. RESEARCH SUPPORT

The total amount to be provided by SPONSOR for Phase I of the Project is not to exceed \$50,000 ("Support"). Payments should be made to the UNIVERSITY according to the following schedule:

Upon execution of this Agreement, SPONSOR shall disburse \$5,000 to the University to cover startup efforts for Phase I. Thereafter, University will submit invoices for allowable expenses incurred.

At the end of each month of the term, the UNIVERSITY shall submit an invoice to SPONSOR for the portion of work required to complete Phase I which was completed during the preceding month. A written progress report detailing the work performed during the period shall accompany the invoice. SPONSOR shall endeavor to remit payment of payment requests or portions thereof which are approved by SPONSOR within thirty (30) days of receipt by SPONSOR. 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.

Payments under this Agreement will be made by SPONSOR in U.S. dollars by check or electronic funds transfer to The University of Tennessee.

Payment by Check:
The University of Tennessee
Office of the Treasurer
210 Student Services Building
Knoxville, TN 37996-0105

Payment by Electronic Fund Transfer:
(Banking information provided upon Agreement execution)

All funds provided by SPONSOR under this Agreement may be used at the discretion of the UNIVERSITY so long as it is used to fund expenses for the completion of the work described in Appendix A.

3. TERM AND TERMINATION

The term of this Agreement shall be for seven (7) months commencing on the Effective Date, unless sooner terminated according to the provisions of this Agreement. This Agreement may be extended, renewed, or otherwise amended at any time by the mutual written consent of authorized representatives of the parties.

- In the event that either the UNIVERSITY or SPONSOR defaults in the performance of its obligations under this Agreement or any representation by either party proves to be false, the defaulting party shall cure the default within thirty (30) days of written notice. If the defaulting party fails to cure the default, then the party giving such notice may elect to terminate this Agreement by final written notice to the defaulting party.
- The parties recognize that the results of any particular research project cannot be guaranteed even through the use of the UNIVERSITY's reasonable effort. Therefore, it is specifically agreed that the failure of the UNIVERSITY to achieve specific research results shall not constitute a default or breach of this Agreement.
- Either UNIVERSITY or SPONSOR may terminate this Agreement without cause upon written notification to the other at least thirty (30) days prior to the effective date of termination.

- If the total funds paid by SPONSOR as of the date of termination are insufficient to cover the costs and non-cancellable commitments incurred by the UNIVERSITY in the performance of the Project, SPONSOR shall reimburse the UNIVERSITY for same within thirty (30) days of termination. In no event shall SPONSOR be responsible for any amount in excess of the Support.

4. EQUIPMENT

Title to any equipment purchased, manufactured, or otherwise acquired in the course of the work under this Agreement shall vest in the UNIVERSITY, regardless of any contribution directly or indirectly from SPONSOR.

5. PUBLISHING

UNIVERSITY reserves to itself and its employees the right to publish the results of the Project in whole or in part as they deem appropriate. In order that premature public disclosure of such information does not adversely affect the interests of the parties, the UNIVERSITY shall provide SPONSOR with a copy of each manuscript pertaining to the Project that is intended for publication. SPONSOR may request delay in publication for a period not to exceed sixty (60) days from the date on which SPONSOR receives the manuscript. If SPONSOR does not make a written request for delay in publication within thirty (30) days after receipt of a manuscript, UNIVERSITY shall be free to publish the manuscript at any time after the end of the thirty (30) days. Notwithstanding any provisions hereof to the contrary, the information gathered and results obtained by the UNIVERSITY pursuant to its work hereunder shall become the property of SPONSOR, in whatever form it exists. SPONSOR licenses the UNIVERSITY to use said information and results.

6. CONFIDENTIALITY

The UNIVERSITY and SPONSOR recognize that the conduct of a research program may require the transfer of proprietary information between the parties ("Confidential Information"). Except as otherwise provided in this Agreement, for a period of five (5) years following the date of disclosure, the receiving party will not disclose Confidential Information without the consent of the disclosing party. Confidential Information shall be subject to the following:

- "Confidential Information" shall include only information which is clearly marked as proprietary or confidential at the time of disclosure. For oral disclosures to constitute "Confidential Information," such disclosures must be identified at the time as proprietary or confidential and the disclosing party must provide a written summary of the "Confidential Information" within ten (10) days after disclosure to the receiving party.
- The subject matter of the Confidential Information is to be limited to information related to the Project outlined in the Statement of Work.
- The receiving party will not publish or otherwise reveal to any third party the Confidential Information of the disclosing party without the disclosing party's written permission, unless the information:
 - (1) is already lawfully in the receiving party's possession at the time of receipt from the disclosing party as evidenced by appropriate documentation;

- (2) is or later becomes public through no fault of the receiving party;
- (3) is published by the UNIVERSITY and or its employee(s) in accordance with the provisions of Section 5 (Publishing) above;
- (4) is lawfully received from a third party whom receiving party reasonably believes has the right to make the disclosure as evidenced by appropriate documentation;
or
- (5) is required by law to be disclosed, including the Tennessee Public Records Act, Tenn. Code Annotated § 10-7-503, as modified by § 49-7-120 .

7. PRE-EXISTING INTELLECTUAL PROPERTY RIGHTS OF THE PARTIES

No party claims by virtue of this Agreement any right, title, or interest in (a) any issued or pending patents, copyrights, or other intellectual property, owned or controlled by another party or (b) any previous invention, process, computer software, or product of another party, whether or not patented or patentable.

8. BINDING AGREEMENT

This Agreement is not assignable or transferable, in whole or in part, by any party without the prior written consent of the other parties.

9. INDEMNIFICATION – Intentionally deleted.

10. LIMITATION OF LIABILITY ON BEHALF OF THE UNIVERSITY

The UNIVERSITY is self-insured under the provisions of the Tennessee Claims Commission Act (T.C.A. 9-8-301 *et seq.*). Any liability of the UNIVERSITY to SPONSOR or any third parties for any claims, damages, losses, or costs arising out of or related to acts performed by the UNIVERSITY or its employees under this Agreement will be governed by the provisions of said Act.

Notwithstanding anything in this Agreement to the contrary, any provisions of this Agreement will not apply to the extent that it is (they are) finally determined to violate the laws or Constitution of the State of Tennessee.

11. NEGATION OF WARRANTIES BY THE UNIVERSITY

Although the UNIVERSITY will use reasonable efforts to perform the research as set forth in Section 1 (Project), the UNIVERSITY makes no representations or warranties, either express or implied, as to the work to be performed under this Agreement. The UNIVERSITY specifically disclaims any warranties of merchantability or fitness for a particular purpose. The University will not knowingly misrepresent the findings or observations from the Project and the reported data will be accurate as feasibly possible.

12. MISCELLANEOUS

A. Communications

Any payment, notice or other communication required or permitted hereunder ("notice") shall be in writing and shall be hand-delivered, sent by overnight courier, mailed by certified

United States mail, return receipt requested, or sent by email or facsimile, to the address(es) given below or to such other address(es) as the parties may hereafter specify in writing. Notice shall be deemed given and received five (5) days after being deposited with the U.S. Postal Service certified mail (postage prepaid and return receipt requested), or if notice is hand-delivered or sent by overnight courier, upon the date of actual delivery, or if sent by facsimile or email, upon the date the recipient party acknowledges receipt in writing, by email or otherwise. An email notice shall be given concurrently to up to three (3) email addresses provided hereunder by the recipient party and the first acknowledgment of receipt from the recipient party shall establish the date on which such notice is given.

All communications shall be sent to the addresses identified below or to such other address as a party may designate by advance written notice to the other party(ies).

SPONSOR

Name: David Smoak, Town Administrator
Address: 11408 Municipal Center Drive,
Farragut, Tennessee 37934
Telephone: 865-966-7057
Fax: 865-671-7652
Email: David.Smoak@townoffarragut.org

UNIVERSITY: Administrative/Contract Representative:

Name: Stephanie Jonas
Address: 1534 White Avenue
Knoxville, TN 37932
Telephone: 865-974-1165
Fax: 865-974-2805
Email: OSP@utk.edu

Technical Representative:

Name: Dr. Thanos Papanicolaou
Address: 412 John D. Tickle Building
Telephone: 865-974-7836
Fax: 865-974-2669
Email: tpapanic@utk.edu

- B. Each of the parties' relationship to the other parties in the performance of this Agreement is that of an independent contractor.
- C. This Agreement is made and entered into in the State of Tennessee and its validity and interpretation and the legal relations of the parties shall be governed by the laws of the State of Tennessee.
- D. No party will use the name of another party in any form of publicity, promotion, or advertising without the prior written permission of that party. However, nothing herein is intended to preclude or precludes, the parties from acknowledging the existence of this Agreement or the relationship of the parties in UNIVERSITY reports of sponsored activity

- E. Export Control: SPONSOR acknowledges that the export of goods and/or technical data from the United States may require some form of export control license from the U.S. Government. SPONSOR agrees that it will not disclose, export or re-export any materials or technical data received under this Agreement to any countries for which the U.S. Government requires an export license, unless the SPONSOR has obtained prior written authorization first from the U.S. agency or authority responsible for such matters. SPONSOR agrees that it is responsible for any fees or expenses associated with obtaining an Export License, if required. UNIVERSITY neither represents that a license shall not be required nor that, if required, it shall be issued.
- F. HIPAA: The parties agree to comply with HIPAA regulations insofar as they apply to the parties under this Agreement. SPONSOR agrees to use any subject data or Protected Health Information (as defined in HIPAA regulations) only for purposes authorized by the signed subject consent form, authorization, or approved waiver.
- G. Use of Human Subjects/Laboratory Animals: It is understood that no work involving human subjects or laboratory animals will begin until the Project has been approved by the Institutional Review Board or the Institutional Animal Care and Use Committee, respectively.
- H. This Agreement constitutes the sole, full, and complete agreement by and between the parties, and no amendments, changes, additions, deletions, or modifications to or of this Agreement shall be valid unless in writing, and signed by authorized representatives of the parties.

The remainder of this page is intentionally left blank.

The PARTIES agree to be bound by the terms and conditions of this Agreement.

(SPONSOR)

By _____

Name _____

Title _____

Date _____

**THE UNIVERSITY OF TENNESSEE
(UNIVERSITY)**

DocuSigned by:
By Jean Mercer
129D40796A0E4AA...

Name Jean Mercer, MRA, CRA

Title Assistant Vice Chancellor for
Research, Director Office of
Sponsored Programs

Date 7/19/2017 | 12:54:44 PDT

STORMWATER INFRASTRUCTURE INVENTORY AND MAPPING



Thanos Papanicolaou, Chris
Wilson, Tim Gangaware and
Roy Arthur

The Town of Farragut is seeking to contract the University of Tennessee Water Resources Research Center (UT WRRRC) for mapping and condition assessments of the Town's stormwater infrastructure.

TNWRRRC

The University of Tennessee

8659747836

4/25/2017

Background

The Town of Farragut is seeking to contract the University of Tennessee Water Resources Research Center (UT WRRC) for mapping and condition assessments of the Town's stormwater infrastructure.

To date, a portion of the publicly owned and/or maintained stormwater infrastructure has been mapped, but the condition of the infrastructure is unconfirmed. Additionally, while inlets to the system and outfalls from the system have been mapped, the network of conduits (pipes, ditches, etc.) between those points and several other stormwater infrastructure features remain unmapped. Additionally, the Town has not determined a value associated with its stormwater infrastructure or the cost of repair and/or replacement of failing assets.

Project Goals and Objectives

A. Goal

The Town of Farragut would like to identify, locate and assess the condition of a variety of stormwater assets that are owned, maintained or operated by the Town in addition to select assets on private property.

B. Objectives

1. The Town has coverage under the State of Tennessee's NPDES General Permit for Discharges from Small Municipal Separate Storm Sewer Systems (MS4) and is required to identify and locate all stormwater inlets and outfalls that are owned, maintained or operated by the Town. Additionally, the general direction of flow between these features must be noted.
2. The Town would like to assess the condition of publically owned, maintained and/or operated stormwater assets to support the development of a stormwater infrastructure improvement plan.

Scope

The identification and assessment project will be divided into multiple phases. The first phase will focus on three subdivisions (namely, Fox Den, Kings Gate, and Village Green). Following phase I, this scope of work will be revisited and possibly revised based on the experiences of the first phase. Subsequent phases will include other sets of subdivisions and the final product-aggregation of report and recommendations.

Services to be conducted by the TN WRRC during phase I will include the following major tasks:

STORMWATER INFRASTRUCTURE INVENTORY AND MAPPING: PROJECT SCOPE

- Meet with Town staff to establish the following:
 - (1) locations, assets, and attributes to be assessed during each phase;
 - (2) scheduling of each phase;
 - (3) specific requirements prior to starting field data collection; and
 - (4) criteria for condition rating.
- Develop and document procedures.
- Supply all equipment, software, hardware, labor, and transportation.
- Collect and review As-Builts/drawings with support from the Town.
- Identify and record all previously identified assets and attributes.
- Prepare and maintain updated project schedules.
- Provide deliverables as identified below.
- Alert staff within one business day if an asset is in need of more detailed inspection by the Town.

TN WRRRC staff will not be responsible for mechanical clearing or any failures that may occur during inspection. Any delays or additional expenses for the removal of debris or other structural compartments during incidents of such nature should not be held against the TNWRRRC. Also, if delays are due to lack of access these should not be held against the research team and students. The ability to provide the ranking information will be dependent on the level of information provided by the Town about the construction time and maintenance of the assets.

A. Location

This project is a Town-wide project that will be completed in multiple phases as determined by Town staff and the TNWRRRC personnel in an earlier meeting on March 1, 2017.

The majority of the required work will be in the Town's right-of-way and and/or the roadway prism. In some cases, the inventory may also extend into private property off of the right-of-way.

The Town will notify all residents of this project and provide documentation to the UT WRRRC acknowledging the collaborative project to carry while performing the duties above, especially for assessing any inventory that may extend onto private property off of the right-of-way.

B. Asset Identification

The final list of assets to be identified during the project will be agreed upon at the meetings between the Town and the UT WRRRC. These assets may include the following:

- Inlets (e.g. curb inlets and area drains)
- Junction Boxes (e.g. outlets of buried structures and manholes)
- Pipe/Conduit Ends (e.g. pipe ends, pipe outfall to stream, box culvert ends)
- Control Structure (e.g. road spillway, outlet control structure)
- Conduits (e.g. pipe, box culvert)
- Other (e.g. point on line, possible buried junction boxes)

Open channels (e.g. ditch, stream), stormwater control measures (e.g. detention basins, bioretention, permeable pavers), and channel points (e.g. ditch ends, channel outfalls to stream) will not be included in this project.

C. Asset Attributes

The final list of assets to be identified during the project will be agreed upon at the meetings between the Town and the UT WRRC. The Town would like the following information collected for each asset as appropriate.

- Unique asset ID
- Asset subtype
- Owner
- Date information collected
- Watershed (Turkey Creek, Little Turkey Creek, North Fork Turkey Creek)
- Rim elevation
- Invert elevation
- Cover type (e.g. for inlets, grade, slab, other)
- Material (e.g. brick, cast iron, CMP)
- Length
- Width
- Depth
- Northing
- Easting
- Number of grates
- Cross section shape
- Headwall present
- Headwall condition
- Pipe end protection type (e.g. riprap, energy dissipater, other)
- Major Outfall (36" or greater)
- Accessibility
- Condition (ranking system to be determined)
- Effective life, probability of failure, and consequences of failure
- Direction of flow
- Photo
- Video (cost dependent)

Deliverables

The following deliverables are expected for this project:

STORMWATER INFRASTRUCTURE INVENTORY AND MAPPING: PROJECT SCOPE

- Shapefile (in Tennessee State Plan coordinate system) identifying asset locations and collected attributes. The shapefile should be compatible with the latest version of ESRI ArcMap.
- Written report detailing the following:
 - What are the assets?
 - What are the quantities of each asset?
 - What is the condition?
 - What are the estimated effective life, assessment of probability of failure, and consequences of failure?

BUDGET JUSTIFICATION:

Budget Detail

Funding Agency: The Town of Farragut

Title: Town of Farragut Stormwater Infrastructure Mapping Project

PI: Thanos Papanicolaou, Tennessee Water Resources Research Center, University of Tennessee

Project Period: 05/01/17 – 12/31/2017

Total Project Cost: \$50,000

Salaries, Wages, and Benefits: \$36,661

Project Personnel TN WRRC & UTK	<u>Base Annual Salary</u>	Benefits	Appt. Type	Person Months	Total
T. Papanicolaou, PI	\$167,821	21.02%	9	0.015	\$339
C. Wilson, Co-PI	\$73,829	42.88%	12	2.000	\$17,581
T. Gangaware, Co-PI	\$91,259	33.00%	12	0.330	\$3,338
R. Arthur, Coll	\$15,000	21.90%	12	2.000	\$3,048
Undergraduate student	\$21,600	\$158.41	12	3.250	\$6,177
Undergraduate student	\$21,600	\$158.41	12	3.250	\$6,178
					\$36,661

Senior Personnel

Thanos Papanicolaou (PI) – Director, Tennessee Water Resources Research Center; Professor, Department of Civil and Environmental Engineering, University of Tennessee.

Papanicolaou is the science lead for this project and the face of the project working with the Town of Farragut. He will finalize all financial and managerial decisions. Papanicolaou will also lead the compilation of the stormwater assessment report.

Christopher Wilson (Co-PI) – Assistant Research Professor, Department of Civil and Environmental Engineering, University of Tennessee

Wilson will lead GIS mapping component and help synthesize the results for the report.

Tim Gangaware (Co-PI) – Associate Director, Tennessee Water Resources Research Center
Gangaware will coordinate the final report writing.

Roy Arthur (Coll) – Research Associate, Tennessee Water Resources Research Center
Arthur will lead the field assessment of the assets.

Undergraduate students – Department of Civil and Environmental Engineering, University of Tennessee

The undergraduate students will assist with the field assessments of the assets and the GIS compilation. They will be the engine of the project.

Travel: \$1,542

The funding request for travel expenditures include the mileage costs for 22 trips to Farragut, TN at \$0.47/ mile and the rental car of \$30 per day.

Supplies: \$5,000

The supplies include costs for 2 iPads (\$1000 each) to record the asset observations directly into electric form. The information can then be sent directly to a main database for plotting on a GIS map. A hand-held digital camera with gps (\$250) will provide images of the assets that can be attached to the GIS map. A video snake pipe inspection system with camera & location transmitter (\$2000) will provide information of blockages in pipes. An additional \$750 is for incidentals for safety including orange vests, traffic cones, survey equipment, etc.

Publication/Documentation/Dissemination: \$275

An additional \$275 is allocated for dissemination costs related to the report. This includes funding for communication to notify the community of the work.

Indirect Costs: \$6,522

For this Task Order Agreement of the Tennessee Water Resources Research Center, the DHHS-approved Indirect Cost Rate of **15%** for on-campus research is applied against a base of Modified Total Direct Costs (MTDC). MTDC base is calculated as follows: Total Direct Costs *less* Tuition *less* Equipment >\$5K *less* each Subcontract in excess of \$25K.

Cognizant Federal Agency Point of Contact:

Darryl Mayes

Dept. of Health and Human Services

Office of the Inspector General

Office of Audit Services

61 Forsyth St. SW Room 3T41

Atlanta, GA 30323-8909

Phone: (301) 492-4855

AGENDA NUMBER _____ MEETING DATE July 27, 2017

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Discussion of Firearms Policy for the Farragut Town Hall building located at 11408 Municipal Center Drive

Daivd Smoak will be forwarding information to you next week.

REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY:** David Smoak, Town Administrator **SUBJECT:** Approval of Memorandum of Understanding between the Town of Farragut and the Farragut Business Alliance

INTRODUCTION: The purpose of this agenda item is to consider approval of a memorandum of understanding (MOU) between the Town of Farragut and the Farragut Business Alliance (FBA).

DISCUSSION: The FBA was formed in 2009 as a non-profit 501(c)6 organization whose primary mission is to help promote businesses in the Town of Farragut. Since that time, the FBA has held several community events, such as the Red, White and Blues Festival, the Farragut Food Festival, Light the Park and various events during the Dogwood Arts Festival. The FBA also has been leading the marketing of the Shop Farragut campaign during the holiday shopping season.

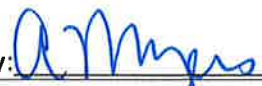
The Board of Mayor and Aldermen (BMA) approved a one year MOU with the FBA in June 2016. The attached MOU outlines the economic development initiatives the FBA will be responsible to provide for the Town of Farragut and the businesses located within the Town (see Exhibit A – Program of Work). The FBA's program of work will include promoting Farragut's businesses, retaining existing business, and recruiting new business to the Town. The Town may terminate this agreement at any time during the term.

The FBA is requesting \$70,000 from the Town, which is the same level of funding as the current agreement. The FBA has given a proposed budget and how they would utilize these funds in the attachment to this report. Additional attachments to the report include: FY2017 progress report, proposed MOU and program of work.

FINANCIAL SECTION:

Account Number: 110-47200-254

<u>Total Budget</u>	<u>Contracted Amount</u>	<u>Expenditures YTD</u>	<u>Remaining Amount</u>
\$113,000	\$70,000	\$0	\$43,000

Approved By: 

FARRAGUT STRATEGIC PLAN: Approval of this MOU will help facilitate Goal 2: Strengthen the Local Economy, Objectives 1-5.

RECOMMENDATION BY: The Economic Development Committee met on June 7, 2017 and recommended approval of the MOU with the FBA.

PROPOSED MOTION: To approve a Memorandum of Understanding between the Town of Farragut and the Farragut Business Alliance as attached.

BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

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

Shop Farragut



P O Box 23583
Farragut, TN 37933-2358

**Report to the Town of Farragut
Farragut Business Alliance
July 7, 2017**

This report will conclude the 2016 Program of Work. The overall goal which is to positively impact the amount of sales tax dollars collected in the Town of Farragut.

- 1. Create, market and implement at least two location-centered mini-events to bring consumers directly to the doors of businesses.**
 - a. This objective was ambitious and hampered by the resignation and subsequent search for a new Executive Director. However, a Board initiated and volunteer effort was put forth in October 2016 with a sponsorship of the Knoxville Track Club Farragut Half-Marathon. That activity is now leading to a more partnered 2017 event as the FBA will create the "SHOP FARRAGUT POST-RACE PARTY" allowing for retail participation at the Run scheduled for October 28, 2017.
 - b. With a very steep learning curve, new Executive Director, Steve Krempasky has still been able to negotiate the first true "Mini-Event," to take place on July 8, 2017 at the West End Shopping Center. Although it will take place outside of this MOU's fiscal year, all the planning has. The "RED WHITE & BLUES JAM," will feature all 26 merchants at the shopping center with an additional 10 event and booth sponsors. There is nothing "mini" about this retail event. The budget, including advertising will exceed \$5000.00. These activities will be referred to in the future as "retail" events as the FBA will stress SALES over just PROMOTIONS.
- 2. Visit a minimum of 30 businesses per month in a business advocate capacity and document input collected.**
 - a. Upon Steve's arrival in November 2016, he has personally contacted over 200 Farragut businesses, many of them multiple times and for various reasons. His visits have been documented in previous reports. After initial meetings, a pattern of communication is organically created. Some businesses will be very active with FBA events and the SHOP

FARRAGUT programs or because of the nature of their business; not interested in any participation other than a website listing. One sole-proprietor, an executive recruiting agency, did not even want a listing in the FBA Business Directory.

- b. Steve has attended many Farragut/West Knox Chamber Networking Events and Ribbon Cutting Ceremonies.
3. **Add at least 5 businesses per month to the online Business Directory/Shop Farragut mobile app.**
 - a. In November when Steve assumed the Director's position the FBD Business Directory had 240 listings. There are now over 330 listings, even after culling the list of those who are no longer in business.
4. **Secure Shop Farragut involvement/exposure (coupons, events, co-op advertising participation, social media, app links, etc.) for/from at least 20 businesses per month.**
 - a. The Shop Farragut "Deals" & "Events" tabs of the website have been the most visited each month (approximately 150-200 hits/mos.), other than the April-May period when the Farragut Food & Wine Festival tab was overwhelmingly viewed.
 - b. Steve periodically sends out email reminders to businesses noting the advantage of this free listing service, however, it is much more likely that the FBA office "re-posts" and "shares" Facebook, email and Twitter postings by the businesses and Town of Farragut who are using their own social media pages. This activity is performed daily and Steve (acting as an Admin for the FBA & Shop Farragut pages), will "LIKE" and "Follow" our Farragut area business sites to aid with the cross-promotion.
5. **Involve and train at least 5 business volunteers to mentor new businesses.**
 - a. This is an item under review with FBA Board Members. 2400 SHOP FARRAGUT BUSINESS AMBASSADOR cards have been produced and are being distributed. They direct business questions back to the FBA, with contact information. However, not only do we need to cultivate volunteers as Mentors, we need a community of business folks to help us on many levels.
 - b. A SHOP FARRAGUT (FBA) Brochure is still in development. The most recent version was sent out with representatives attending the 2017 RECON|ICSC in May.
6. **Collect and share Shop Farragut redemption data from businesses with the technology to track it.**
 - a. Still under investigation. However, attached is an email regarding the subject between Steve Krempasky and Phil Dangel, proprietor of the Shrimp Dock.

7. Increase Facebook and Twitter followers by at least 20% annually (baseline = 1469).

- a. The Social Media pages of the FBA have grown 36% since the new Director's arrival in November. In the future, the grow will slow as we transition more and more to the SHOP FARRAGUT Facebook, Twitter and Instagram platforms. SHOP FARRAGUT social media does not have the longevity of the FBA pages yet. The Farragut Food & Wine Festival page seems the most interesting with the most followers, however, it is not as active throughout the entire year as other FBA|Shop Farragut social sites.

8. Increase unique web site visits by 10% per month (baseline = 7200 annually).

- a. The website was not very active during the transition period this past year, but has begun to take shape as Steve took over leadership. It will be a priority of the Communications Committee to help develop content which will drive more activity. Currently we average 400 visits a month, going up and down with current event promotions. Most visitors come from Google searches. About a third come through the TOF website.

9. Generate an average of at least 35 Shop Farragut app downloads per month.

- a. The Communications Committee will be reviewing the necessity and appropriate use of the app in the upcoming fiscal year. There are monthly charges associated with this utility and its effectiveness will be analyzed.

10. Place Farragut-related "earned media" stories/appearances at least semi-monthly.

- a. Articles on FBA activity have appeared weekly in the Farragut Press and monthly in The Shopper Guide. The June 28 issue of The Shopper Guide featured a story on Steve Krempasky. The Farragut Food & Wine Festival was covered by the Knoxville News Sentinel, The Shopper Guide, Everything Knoxville Magazine, and Farragut Life Magazine. FBA activities are on calendar listings throughout the region. Promotions for FBA activities were found on WBIR TV's "Alive at 5 at 4," WOKI – NewsTalk Radio, and my1105 Radio. FBA has underwritten paid advertising for Farragut merchants in both the Farragut Press and Farragut Life Magazine. The first Viacom cable tv and Facebook advertising was instituted this year for events.

11. Distribute e-newsletter at least monthly.

- a. The Director sends out informational and event emails as needed and usually more than once a month. Steve has started to utilize a new Shopfarragut@gmail.com account for specific "merchant only" correspondence.

12. Conduct at least one business and residential survey annually.

- a. N/A (We look forward to working with TOF & the findings from the new marketing work being conducted).

13. Increase involvement of business community by adding at least three new businesses (sponsors, vendors, etc.) to each event per year.

- a. There are many businesses that make any of the FBA | Shop Farragut events possible and they are counted on each year. However, the Farragut Food & Wine Festival generated new sponsorship dollars from EXIT Realty, Eyecare Optical, Smart Home Fix, Josh Hemphill State Farm and Courtyard | Marriott. Also, new in-kind contributions came from Hampton Inn, McEntire & Mays, Costco and The Bingham Group.
- b. A whole new avenue is opening as FBA | Shop Farragut partners with Wendy Smith, TOF Marketing Director on upcoming programs like the new FARRAGUT TRESURE HUNT, scheduled for July 31 – August 8, on Facebook. We already have over a dozen businesses participating.

14. Increase business exposure by securing volunteering from at least 5 Farragut businesses per event.

- a. The FF&WF Leadership Team included new participation from McEntire & Mays Interiors, Hampton Inn, First Watch Café, Bank of America, BB&T Bank, Costco and The Bingham Group. Festival stalwarts include Farragut Wine & Spirits and SouthEast Bank. We are now asking sponsors of events to also volunteer (employees or resources) along with their cash for FBA activities.

15. Weather allowing, increase attendance of special events by at least 10% (baseline averages are 600 for Art in the Park for Kids; 900 for Farragut Food Festival; and 600 for Light the Park).

- a. An exceptional turn-out of 800 +/- was on hand for the LIGHT THE PARK event which was well received and went off without a hitch last November. However, weather continues to be a challenge as the attendance of the May 5, 2017 FARRAGUT FOOD & WINE FESTIVAL demonstrates. Sponsors and community supporters allowed for even this worse-case scenario to almost breakeven.

2017 ATTENDANCE			
PAID			
Knoxville Tickets	Adult	106	
Knoxville Tickets	Child	1	
Knoxville Tickets	VIB	43	
FBA	VIB	8	
Snooty	Adult	3	
CH Interior	Adult	14	
Goin Postal	Adult	30	
Goin Postal	Child	1	
FBA Door	Adult	27	
FBA Door	Child	2	
SUB-TOTAL:		235	
Complimentary			
FBA Sponsor	VIB	18	
Vendors		108	
Volunteers		50	
TOTAL:		411	

b.

16. Partner with hotels for mechanism of tying increase in room night to specific events and/or promotions.

- a. Steve met with Darren Tallent of the Hampton Inn and secured a few rooms for touring artists playing with during an April Smoky Mountain Blues Society concert. More attention is already being paid to this initiative for future events.

17. Continue increasing the amount of sponsorship dollars (direct and in-kind) obtained from private entities, with an initial target of \$35,000 in 2016.

- a. Approximately \$25,000 was achieved even with the lag in leadership and elimination and postponement of the traditional programs of the FBA. An additional \$7000 came through in-kind donations by businesses willing to donate everything from cookies to advertising. And although the FBA|Shop Farragut is not an event producing organization, the Events offer the best opportunities to offer benefits to participating businesses. An additional \$3000.00 in sponsorship was achieved with the FF&WF. New sponsor and paid booth space at upcoming Fiscal 2017 events is beginning and producing

18. Aim for representation of a minimum of 80% at Farragut Board of Mayor and Aldermen, Municipal Planning Committee, Economic Development Committee, and other relevant meetings.

- a. An on-going effort to be determined with the Board. Steve has attended 100% of the EOC meetings since his arrival, and either attends or monitors BOMA & FMPC meetings on YouTube. Alderman Louise Povlin is an FBA Board Member.

19. Ensure 100% on-time filings for relevant IRS and State of Tennessee forms and reports.

- a. Completed.

20. Plan and execute at least three community events annually in the Town of Farragut.

- a. LIGHT THE PARK took place on Monday November 28, 2016 with close to 800 attendees. The next one will take place at Founders Park along Campbell Station Road on Monday November 27, 2017 beginning at 6pm.
- b. The 2016 SHOP FARRAGUT Holiday promotion was utilized by 55 local businesses and was deemed a success, as it was initiated late with the arrival of the new Executive Director. The 2017 version will be kicked-off on Saturday November 18, 2017 and continue through Monday January 1, 2018.
- c. THE 8th FARRAGUT FOOD AND WINE FESTIVAL took place on Friday May 5th which coincidentally was the coldest and wettest day in the Town since January. The 9th FARRAGUT FOOD AND WINE FESTIVAL will take place on Friday May 4, 2018.

FINAL REPORT 4th QTR FISCAL 2016

SUBMITTED BY:



Herc Ligdis, President
Board of Directors



Stephen F. Krempasky
Executive Director

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") entered into as of the _____ day of _____, 2017 by and between Farragut Business Alliance, a 501(c)6 corporation filed under the laws of the State of Tennessee ("FBA") and The Town of Farragut, a municipal corporation created under the laws of the state of Tennessee (the "Town").

WHEREAS, the Town has secured the efforts of the FBA in the past to assist it in the development and implementation of a strategic action plan designed to enhance awareness of local businesses and increase marketing through the use of various marketing avenues and special events for the overall benefit of the Town's citizens and businesses; and

WHEREAS, the Town desires to continue a relationship with FBA to further its economic development objectives of promoting local business through the coordination of the Town's business community to better serve the needs of the business community, to increase retail revenues by attracting the citizens of the greater Knoxville area to shop at the Town's businesses and to support the Town's efforts to retain existing businesses and recruit new ones; and

WHEREAS, FBA possesses the qualifications and desire to develop and implement a Program of Work consisting of a series of defined steps all designed to bolster economic development efforts of the Town to improve the level of business conducted within the Town; and

WHEREAS, the parties desire to memorialize herein the terms and conditions of an agreement whereby the Town commissions the FBA to undertake the process of developing and implementing the Program of Work for the Town.

NOW, THEREFORE, in consideration for the terms, conditions and agreements provided for hereinafter, the sufficiency of which are hereby acknowledged by the parties, the parties do hereby agree as follows:

1. Engagement. The Town hereby engages the FBA to perform the following services and to provide the following support to the Town and its businesses located within the Town's boundaries by implementing the steps and accomplishing the goals set out in the attached Exhibit A entitled "Farragut Business Alliance-Program of Work" (the "Program of Work"). The FBA accepts such engagement and will provide services necessary to accomplish the Program of Work with reasonable assistance of representatives of the Town in providing the FBA with relevant information possessed by the Town.

2. Term. FBA shall commence work hereunder effective July 1, 2016~~2017~~, and shall devote the time and attention it deems appropriate and required in order to accomplish the goals outlined within the Program of Work. The term of this agreement shall be one year from July 1, 2016~~2017~~ through June 30, 2017~~2018~~ except as otherwise provided in paragraph 8 below.

3. Compensation. In full compensation for the FBA's work hereunder, conditioned on approval and adoption of the Town's budget by the Board of Mayor and Alderman during the

applicable fiscal year, the FBA shall receive the sum of \$70,000 for the term of this MOU paid by the Town, to be paid to the FBA in the manner provided in paragraph 4.

4. Manner of Payment. Subject to the provisions of this Agreement, the compensation payable hereunder shall be paid to the FBA in the sum of \$70,000 for the year from July 1, ~~2016-2017~~ through June 30, ~~2017-2018~~ payable in four equal quarterly installments commencing on October 1, ~~2016-2017~~ and continuing for the following three three (3) month intervals ("Quarter" or "Quarters") conditioned upon the due submission of the progress reports referred to in paragraph 5 below and pending the approval and adoption of the Town's budget by the Board of Mayor and Alderman in the ~~20162017-2017-2018~~ fiscal year;

5. Progress Reports. FBA shall furnish Town with written progress reports at the end of each Quarter from and after July 1, ~~2016-2017~~ (i.e., September 30, ~~20162017~~, December 31, ~~20162017~~, March 30, ~~20172018~~, June 30, ~~20172018~~, , etc.). The content of the Progress Report should include a summary of the actions taken by the FBA, during the subject Quarter, in furtherance of the Program of Work. If FBA fails to furnish a Progress Report, or if it appears from the report that no progress has been made in the advancement and achievements of the Program of Work since the last Progress Report, the Town shall have the right to withhold the quarterly payment until FBA resumes progress on the work. In addition, the FBA shall, if the Town so requests, confer with representatives of the Town from time to time on matters of substance concerning the efforts that have been and will be taken to advance the goals of the Program of Work.

6. Delays in Completion. In the event contingencies arise that hinder the ability of the FBA from moving forward with the Program of Work through no fault of the FBA, the FBA shall inform the Town Administrator of such circumstances as soon as possible. The Town will take steps within its control to assist the FBA with overcoming said contingencies.

7. Independent Contractor. It is the mutual understanding of the parties that the members of the FBA are undertaking the Program of Work as independent contractors, not as employees of the Town. The FBA shall be solely responsible for reporting for tax purposes the amount received hereunder and for the payment of any taxes of every kind that may be payable on account of the payments provided for herein. The FBA specifically agrees to indemnify, defend and hold the Town harmless from any such taxes and related penalties, and other costs incurred by the Town including, but not limited to, attorneys' fees and costs incurred thereby.

8. Termination on Convenience of Municipality. For any reason the sufficiency of which the Town shall be the sole judge, the Town may terminate this Agreement, including, but not limited to, the non-approval of the Town's budget by the Board, ~~of~~ Mayor and Alderman in the applicable fiscal year, refusal of the FBA to comply with any of the provisions of this Agreement or for the convenience of the Town. In such event, the payments FBA has theretofore received, plus a pro rata amount of payment as compensation for the work performed during the Quarter in which the determination to terminate is made, shall constitute the FBA's full and final compensation, and FBA shall have no further claim with respect thereto.

9. Waiver. The failure of any party hereto at any time to require performance of any of the provisions hereof shall in no manner affect the right to enforce same.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to rules concerning conflicts of law.

11. Further Assurances. The provisions of this Agreement are intended to be self-operative and shall not require further agreement by the parties except as otherwise specifically provided herein. Nevertheless, all parties agree to cooperate fully to execute any and all supplementary documents, and to take all additional actions that are consistent with and which may be necessary or appropriate to give full force and effect to the basic terms and intentions of this Agreement.

12. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

13. Assignment. FBA shall not assign, transfer or otherwise dispose of any of its rights, duties or obligations hereunder without the prior written consent of the Town. Any attempted assignment without such prior written consent shall be void *ab initio*.

14. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective personal representatives, successors and assigns.

15. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the transaction contemplated, and supersedes all prior agreements, understandings, negotiations, both written and oral, among the parties with respect thereto.

16. Amendments. This Agreement may be amended only by a written instrument duly executed by all parties or their respective successors, assigns or legal representatives.

This Agreement entered into as of the day and year first above written.

Farragut Business Alliance:

TOWN:

Dr. Ralph McGill, Mayor

As to form:

Thomas M. Hale
Town Attorney

2017-18 Farragut Business Alliance Program of Work

Mission: Positively impact Farragut's economic growth by assisting new businesses, supporting and promoting existing businesses and, in coordination with the Town of Farragut, aiding in the economic development and promotion of the community.



Goal #1: Positively impact the amount of sales tax dollars collected in the Town of Farragut.

1. Objective: Position SHOP FARRAGUT as a top-of-mind brand.

- a. Begin to brand all Farragut Business Alliance initiatives as a SHOP FARRAGUT program or project.
- b. Make personal visits to Farragut Merchants insuring SHOP FARRAGUT objectives are acknowledged and achieved.
- c. Create Communications Committee to:
 - i. Eliminate or repurpose the FBA App.
 - ii. Analyze Social Media current use and integration.
 - iii. Increase Facebook, Twitter, Instagram followers by 10% annually from a current baseline total of 2300.
 - iv. Heavily cross-promote member events, specials and milestones.
- d. Tweak website
 - i. Explore strategies to increase unique web site visits.
 - ii. Ensure communications with business and non-business (churches, civic groups, schools, non-profits, neighborhood associations, etc.) sectors of the Farragut population.
- e. Integrate the new SHOP FARRAGUT logo into all activity, over all promotion channels, and through all media.
- f. Use public service and paid advertising opportunities highlighting SHOP FARRAGUT to open new avenues for small business to get their message out by creating co-op or underwritten options for them to choose from. (i.e. SHOP FARRAGUT page in *Farragut Living Magazine*).

2. Objective: Plan and successfully execute the 2017 SHOP FARRAGUT HOLIDAY CAMPAIGN (Friday November 24, 2017 through Tuesday January 2, 2018).

- a. Continue with existing advertising campaign and special underwritten publication (15 Days & Counting).
- b. Develop similar “underwriting” options with other media.
- c. Add SHOP FARRAGUT generic radio options.
- d. Add FACEBOOK and/or TWITTER campaign ads.

3. Objective: Plan and successfully execute the two recognized annual community events in the Town of Farragut.

FARRAGUT FOOD AND WINE FESTIVAL - May
LIGHT THE PARK – November

- a. Explore ways to integrate more retail and/or promotional opportunities for Farragut businesses to participate in these existing events.

4. Objective: Create or partner with other like-minded organizations to implement and market at least two location-centered Retail-events to bring consumers directly to the doors of businesses.

- a. In-progress, (at the time of the creation of this document), “RED, WHITE & BLUES – JAM AT WEST END” scheduled for Saturday July 8, 2017 between the hours of 4:00-10:00pm.
- b. “Tennessee Sports Medicine Group Farragut 13.1/Relay/5K/Kids Run” – Saturday October 28, 2017, jointly conducted with the Knoxville Track Club in the Farragut Wine & Spirits parking lot.
- c. A “Dock Dogs” sporting event is under consideration in a retail location.
- d. These scheduled events are examples of what will be explored for Retail Events, yet to be determined.

5. Objective: Assist the Town in shaping positive public opinion regarding conducting business in Farragut.

- a. Support recommendations and initiatives from the current Town Marketing Strategy Report.
- b. Engage in ongoing public relations efforts to help position Farragut as a business-friendly community.
- c. Be open to and develop strategic partnerships, especially as they relate to advertising, promotion and recruiting (Farragut/West Knox Chamber, Dogwood Arts, Visit Knoxville, Knoxville Chamber, Legacy Parks Foundation, State of Tennessee Department of Tourism, etc.); to increase exposure and identify potential opportunities for retail, restaurant and tourism growth.
- d. Continue to engage in one-to-one meetings with community and business leaders to build support.
- e. Provide proper authorities feedback from meetings as regard processes, ordinances and other issues of mutual importance to the Town and to businesses.

6. Objective: Help identify and assist new businesses endeavoring to open in Farragut.

- a. Commit to sending at least one representative to the International Council of Shopping Centers (ICSC) Conference annually.
- b. Host reception for developers, retailers, etc. during ICSC conference.
- c. Mentor new businesses as needed to support them through pre-startup processes.
- d. Advocate with the Town on behalf of new businesses on issues that might arise on a case-by-case basis.
- e. Introduce new business owners/managers to other business, civic and governmental contacts that might prove mutually beneficial.
- f. Encourage new businesses to join the Farragut/West Knox Chamber.
- g. Attend press conferences, ribbon cuttings and networking events.

Goal #2: Maintain the Farragut Business Alliance as a positive reflection of the values and progress of the Town of Farragut.

1. Objective: Ensure FBA observes prudent fiscal policies and acts as proper stewards of the Town of Farragut support continuing as a going concern.

- a. Maximize FBA board composition and involvement to reflect a variety of businesses, locations and interests within the Town of Farragut and ensure that board works productively achieving objectives.
- b. Secure \$25,000.00 in organizational sponsorship dollars for the 2017 Budget.
 - i. Actively identify and secure supplemental funding to leverage Town's investment.
- c. Maintain presence on the Town's Economic Development Committee (or other committees as identified by Town) and provide regular updates.
- d. Monitor Municipal Planning Commission (the "FMPC") agendas and provide input/updates as needed.
- e. Work closely with Town administration to ensure ongoing communications and facilitate brainstorming and planning for projects and initiatives.
- f. Rotate FBA board members to ensure attendance/representation at as many FMBA and FMPC meetings as possible; report back to board.
- g. Provide an organizational report to Town during budgeting process.
- h. Hold regular FBA board meetings, as outlined in bylaws.
- i. Utilize directors as liaisons between working committees and board.
- j. Keep books monthly and ensure 100% on-time filings for relevant IRS and State of Tennessee forms and reports.

**Farragut Business Alliance
Proposed Budget
Town of Farragut
July 1, 2017-June 30, 2018
Fiscal Year**

Income:

Sponsorships	\$25,000	
Town of Farragut Grant	\$70,000	
Events	\$10,000*	
Total Income		\$105,000

Expenses:

Accounting	\$600	
Advertising/PR	\$30,000	
Bank/Credit Card Fees	\$150	
Cell Phone/MiFi	\$1,320	
Contract Labor	\$52,000	
FBA & Shop Farragut Re-branding	\$3,000	
ICSC Trip	\$4,500	
Insurance	\$1,200	
Legal	\$250	
Memberships	\$1,250	
Misc.	\$500	
Office Supplies	\$800	
Postage/P.O. Box	\$250	
Printing	\$250	
Storage	\$1,750	
Travel	\$250	
Website/App Hosting	\$2,500	
Total Expenses		\$100,570

***Please note, event income is considered net of all expenses, each event is maintained on a separate event profit and loss spreadsheet so that individual event performance can be tracked, thus event expense is not included in the above expense totals.**