



FARRAGUT BOARD OF MAYOR AND ALDERMEN AGENDA

August 10, 2017

BEER BOARD MEETING

6:55 PM

BMA MEETING

7:00 PM

- I. Silent Prayer, Pledge of Allegiance, Roll Call**
- II. Approval of Agenda**
- III. Mayor's Report**
- IV. Citizens Forum**
- V. Approval of Minutes**
 - A. July 27, 2017
- VI. Ordinances**
 - A. Public Hearing and Second 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)
 - B. First Reading
 - 1. Ordinance 17-12, an ordinance of the Town of Farragut, Tennessee amending the Equipment Fund for fiscal year 2017-2018 budget, passed by ordinance 17-09
- VII. Business Items**
 - A. Approval of purchase of two (2) 2018 2-Wheel Drive Pick-Up Trucks
 - B. Approval of Bids for a 2018 Backhoe

11408 MUNICIPAL CENTER DRIVE | FARRAGUT, TN 37934 | 865.966.7057

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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.

- C. Approval of Purchase of Museum Exhibit Case
- D. Approval of Contract between the Town of Farragut and Redflex for Automated Traffic Enforcement
- E. Approval of Resolution R-2017-03, Declaring Certain Town Property to be Surplus Property

VIII. Town Administrator's Report

IX. Town Attorney's Report



FARRAGUT BEER BOARD

August 10, 2017

6:55 PM

I. Approval of Minutes

A. June 22, 2017

II. Beer Permit Request

A. Approval of a Class 6, Special Occasion Beer Permit for the Farragut Business Alliance Dog Daze @ Village Green

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FARRAGUT BEER BOARD

June 22, 2017

6:30 PM

Alderman Pinchok, Chairman, called the beer board meeting to order at 6:55 PM.
Members present were Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams.

Approval of Minutes

Motion was made to approve the minutes of May 25, 2017 as presented. Moved by Alderman Povlin, seconded by Alderman Williams; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams.

Beer Permit Request

Approval of a Class 6, Special Occasion Beer Permit for the Farragut Business Alliance Red, White and Blues Jam @ West End

Motion was made to approve the Class 6, Special Occasion Beer Permit for the Farragut Business Alliance Red, White and Blues Jam @ West End. Moved by Alderman Povlin, seconded by Alderman Williams; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams.

Hearing to address Dollar General, 11809 Kingston Pike, beer permit violation(s) of Town of Farragut Code of Ordinances § 8-201 et seq.

Motion was made to give a penalty of \$500 or a 14 day suspension for violation for selling beer to a minor at the Dollar General Store, 11809 Kingston Pike. Danny Waddle, Manager of Dollar General, decided to pay the \$500 penalty. Moved by Alderman Markli, seconded by Alderman Povlin; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams.

Ron Pinchok, Chairman

Allison Myers, Town Recorder

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REPORT TO THE BEER BOARD

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of a special occasion beer permit for the Farragut Business Alliance Dog Daze @ Village Green

DISCUSSION:

The Farragut Business Alliance is planning a Dog Daze @ Village Green event and is requesting a special occasion beer permit. The Town's Municipal Code governing special occasion beer permits is below.

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

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

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

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

The Farragut Business Alliance is a nonprofit organization and is requesting the permit for September 14-18, 2017. They are also requesting the \$100 application fee be waived as the Town is an event sponsor of the event.

RECOMMENDATION BY:

Allison Myers, Town Recorder, for approval.

PROPOSED MOTION:

Motion to waive the \$100 application fee and approve the special occasion beer permit for the Dog Daze @ Village Green.

BOARD ACTION:

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

APPLICATION FOR BEER PERMIT

STATE OF TENNESSEE

TOWN OF FARRAGUT

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

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

Class 1 On-Premise

Class 2 On-Premise, Other

Class 3 On-Premise, Hotel/Motel

Class 4 On-Premise, Tavern

Class 5 Off-Premise

Class 6, Special Occasion

3. Name of Applicant(s) (Owner(s) of Business) Farragut Business Alliance

4. Type of applicant (check one):

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

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

6. Applicant's present home address:

7. Date of Birth 10/04/1955 Home Telephone Number 865-288-0672

Business Telephone Number 865-307-2486 Social Security Number _____

8. Representative Email Address: steve@farragutbusiness.com

9. Under what name will the business operate? Farragut Business Alliance

10. Business address PO BOX 23583 Farragut TN 37933

Business Telephone number 865-307-2486

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

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

Name: _____ Birth Date: _____

Address: _____

Phone Number: _____

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

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

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

WHITE REALTY - VILLAGE GREEN SHOPPING CENTER

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

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

18. Special Occasion Event Name: DOG DAZE @ Village Green

Location of the special occasion event: Village Green Shopping Center

Event Date & Times: (SEE ATTACHMENT)

Representative name & phone number: Steve Krempasky 865-307-2486

Have you received a special event permit to hold the event in the Town of Farragut? in-progress

19. Tennessee Sales Tax Number: _____

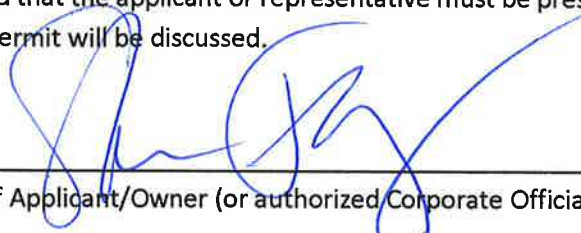
20. Town of Farragut Business License Number _____

I certify that I am knowledgeable of the laws prohibiting the sale of beer to minors and that this application contains true information to the best of my knowledge and belief.

I understand that this application is subject to the Tennessee Public Records Act and shall be open for inspection and reproduction by any citizen. Tennessee Code Annotated 10-7-503.

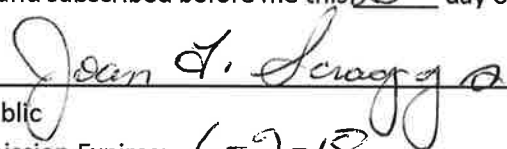
I understand that by submitting this application, a background investigation shall be conducted and any and any and all documents related to my request shall become public records.

I understand that the applicant or representative must be present at the beer board meeting in which the permit will be discussed.



Signature of Applicant/Owner (or authorized Corporate Official)

Sworn to and subscribed before me this 20th day of July



Notary Public

My Commission Expires: 6-2-18



Notice: A non-refundable \$250 fee must accompany this application. Any applicant making false statement in this application shall forfeit his/her permit and shall not be eligible to receive any permit for a period of ten years.

A privilege tax of \$100 is imposed on the business of selling, distributing, storing or manufacturing beer in this state effective January 1, 1994 and each successive January 1. Any holder of a beer permit issued after January 1, 1994 shall pay a pro rata portion of this annual tax when the permit is issued.

FOR OFFICE USE ONLY

Application is hereby: Approved _____ Denied _____

On this date: _____, 20__

Beer Board Chairman

Town Recorder



Thursday September 14, 2017

Evening Arrival and site inspection

Friday September 15,

10am Begin Rig set-up

Noon – 3pm Fill Pool
Vendor arrivals & Set Up

4pm -7pm Local "POOCH PLUNGE"

Saturday September 16,

7:30am Vendor arrivals & Set Up

10am Big Air Qualifying #1

11:30am Big Air Qualifying #2

1pm Big Air Qualifying #3

2:30pm Big Air Qualifying #4

5-8pm Extreme Vertical Competition

8pm Close

Sunday September 17,

Noon Last Round Big Air Qualifying

1:30pm Speed Retrieve Event

3pm Big Air FINALS

4pm Awards & Close

5-9pm Clean up/tear down

Monday September 18,

9am Tent & Fencing removal



**FARRAGUT BOARD OF MAYOR AND ALDERMEN
MINUTES
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

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- 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

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 with the addition of item V11, E, Approval of Memorandum of Understanding between the Town of Farragut and the Farragut Business Alliance. Moved by Alderman Pinchok, seconded by Alderman Williams; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Mayor's Report

Mayor McGill reappointed the following members to the Farragut Municipal Planning Commission:

- Betty Dick
- Drew Carson
- Noah Myers

Citizens Forum

Robin Hill, 11504 Mountain View Rd, requested the board to study the Farragut roads and include the public in charrette to evaluate needs and ideas.

Approval of Minutes

Motion was made to approve the minutes of June 22, 2017 as presented. Moved by Alderman Povlin, seconded by Alderman Williams; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Ordinances

First Reading

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)

Motion was made to approve Ordinance 17-10 on first reading. Moved by Alderman Povlin, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

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)

Motion was made to approve Ordinance 17-11 on first reading. Moved by Alderman Povlin, seconded by Alderman Pinchok; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Business Items

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

Motion was made to appoint Holly Nehls to the Farragut Museum Committee with the term expiring June 2018; Barbara Murphy to the Farragut Museum Committee with the term expiring June 2019; Jennifer Roche to the Arts Council with the term expiring June 2019; Kristi Wright to the Parks & Athletics Council with term expiring June 2019. Moved by Alderman

Pinchok, seconded by Alderman Povlin; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Approval of a Memorandum of Understanding and License Agreement between the Town of Farragut and KGIS for Advanced Maps Access

Motion was made to approve the Memorandum of Understanding and License Agreement between the Town of Farragut and KGIS for Advanced Maps Access, not to exceed \$25,183.75. Moved by Alderman Povlin, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Approval of Agreement for Services between Town of Farragut and University of Tennessee for Stormwater Inventory and Mapping

Motion was made to approve the agreement for Services between Town of Farragut and University of Tennessee for Stormwater Inventory and Mapping, in the amount of \$50,000. Moved by Alderman Povlin, seconded by Alderman Pinchok; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

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

After some discussion the Board requested to discuss this further in a future meeting.

Approval of Memorandum of Understanding between the Town of Farragut and the Farragut Business Alliance

Motion was made to approve the Memorandum of Understanding between the Town of Farragut and the Farragut Business Alliance in the amount of \$70,000. Moved by Alderman Pinchok, seconded by Alderman Williams; voting yes, Mayor McGill, Aldermen Markli, Pinchok and Williams; Alderman Povlin abstained; no nays; motion passed.

Meeting adjourned at 8:50 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, Second reading and Public Hearing 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 and during first reading of Ordinance 17-10, 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. At the Board of Mayor and Aldermen meeting on July 27, 2017, Ordinance 17-10 was unanimously approved on first reading.

PROPOSED MOTION: To approve Ordinance 17-10 on 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

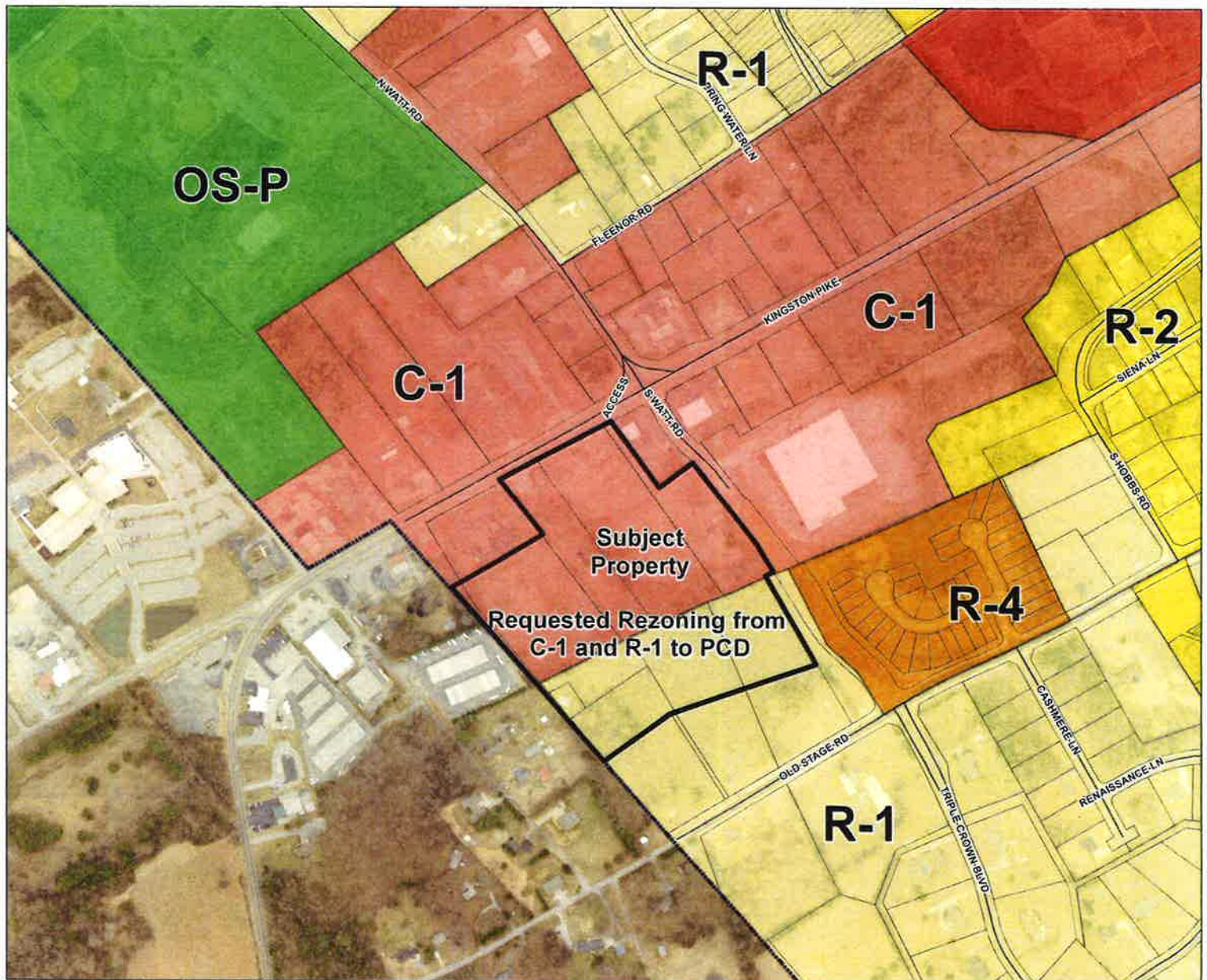
REQUEST TO REZONE
Parcels 79,80,81,97,96,96.01
Tax Map 151 and portions of
Parcels 78, 95, and 95.01 located
along Kingston Pike and S. Watt
Road, 18.5 ac from R-1 and C-1
to PCD (Planned Commercial Dev)

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

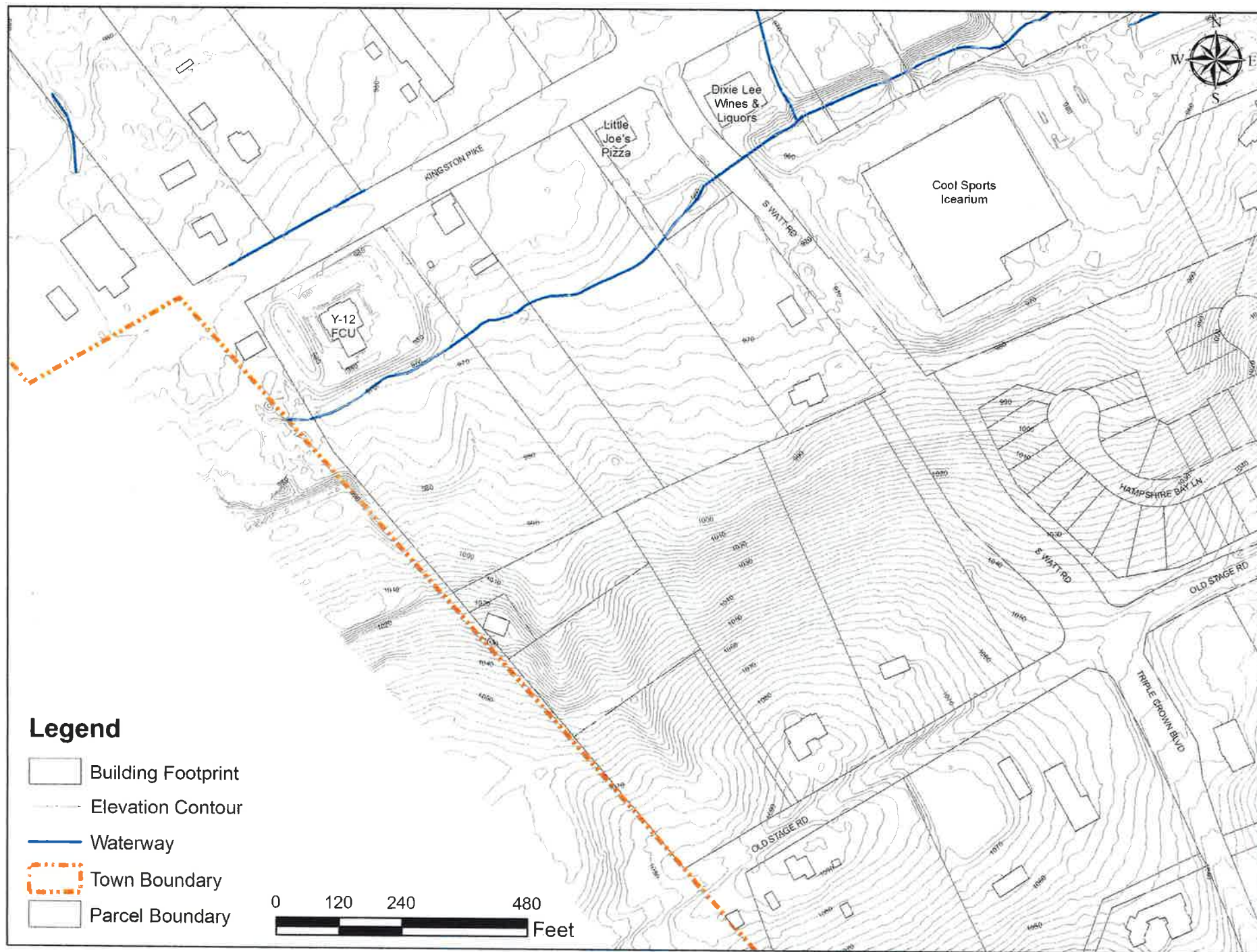
of the project. Surface water runoff facilities for each phase will be handled independently of each other.

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.





REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY:** Mark Shipley, Community Development Director**SUBJECT:** Ordinance 17-11, Second reading and Public Hearing 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 unanimously recommended approval of Ordinance 17-11. At the Board of Mayor and Aldermen meeting on July 27, 2017, Ordinance 17-11 was unanimously approved on first reading. Since first reading there have been no changes to Ordinance 17-11 and the staff recommends approval on second reading.

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

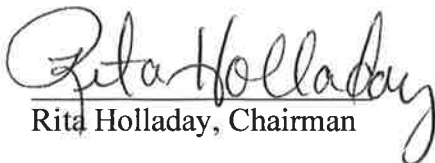
SECTION 2.

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

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

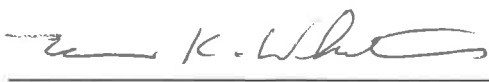
WHEREAS, the Farragut Municipal Planning Commission has adopted various elements of a zoning plan as an element of the general plan for physical development; and

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

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.

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder/Treasurer

SUBJECT: Ordinance 17-12, first reading of Ordinance to amend Ordinance 17-09, FY2018 Budget, Equipment Fund

INTRODUCTION:

The purpose of this agenda item is to amend the Fiscal Year 2018 Equipment Fund Budget.

DISCUSSION:

The Equipment Fund will be amended by increasing the appropriated expenditures from \$123,000 to \$144,000 an increase of \$21,000. The increase is due to increased maintenance cost of a 2009 Ford F150 pickup truck. The truck is scheduled for replacement in FY19 but due to the increased maintenance cost, staff has concluded that it is beneficial to replace the truck in the current fiscal year.

FINANCIAL SECTION:

Account Number: Equipment Fund Budget

<u>Original FY2018 Budget</u>	<u>Requested Amendment</u>	<u>FY2018 Amended Budget</u>
\$123,000	\$21,000	\$144,000

Approved By: A. Myers

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

PROPOSED MOTION: Motion to approve Ordinance 17-12 on first reading.

BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

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

ORDINANCE	17-12
PREPARED BY	Myers
1 ST READING	August 10, 2017
2 nd READING	August 24, 2017
PUBLISHED IN	Shopper News Farragut
DATE	

**AN ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE
AMENDING THE FISCAL YEAR 2017-2018 BUDGET, PASSED BY ORDINANCE 17-09**

WHEREAS, the Town of Farragut adopted the fiscal year 2017-18 budget by passage of Ordinance Number 17-09 on June 22, 2017; and

WHEREAS, pursuant to the Tennessee State Constitution, Section 24 of Article II, no public money shall be expended except pursuant to appropriations made by law; and

WHEREAS, expenses for the General Fund and Insurance Fund will be greater than budgeted; and

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF FARRAGUT, TENNESSEE THAT CHANGES BE MADE TO THE FISCAL YEAR 2017-2018 BUDGET AS FOLLOWS:

SECTION 1. Ordinance 17-09 is hereby amended by:

- Increasing the appropriated expenditures in the Equipment Fund Budget by \$21,000. Expenditures for the Equipment Fund will total \$144,000.

SECTION 2. The Board of Mayor and Aldermen authorizes the Town Recorder to make said changes in the accounting system.

SECTION 3. This ordinance shall take effect after its final passage and publication, the public welfare requiring it.

Dr. Ralph McGill, Mayor

Allison Myers, Town Recorder

AGENDA NUMBER: VII.A.

MEETING DATE: August 10, 2017

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: William E. McKelvey, Public Works Director

SUBJECT: Approval of Bids for two (2) 2018 2-Wheel Drive Pick-up Trucks

INTRODUCTION: The purpose of this agenda item is to approve the purchase of two (2) 2018 Pick-up Trucks.

BACKGROUND: One of the trucks will replace a 2009 Ford F150. The maintenance estimate on this truck is approximately \$3,000 and staff has made the decision to replace it instead of repairing it. The second truck is an additional truck that will be added to the Public Works fleet. This additional truck was previously approved by the Board to help improve our shortage of work vehicles.

DISCUSSION: Attached are four bids which were received on August 01, 2017. The vehicle bid was presented in two parts. The first was for 2018 model trucks, the alternate bid was for a new model truck that met bid specs and was currently on the dealer's lot. The one truck that was in-stock did not meet the specifications. Staff recommends award of the contract to the lowest bidder, Lonnie Cobb Ford, LLC in the total amount of \$46,360.⁰⁰ for two (2) 2018 Ford F150 4x2 SuperCab trucks.

FINANCIAL SECTION:

<u>Total Budget</u>	<u>Contract Amount</u>	<u>Remaining Amount</u>
\$144,000	\$46,360.00	\$97,640
Approved By: 		

RECOMMENDATION BY: Bud McKelvey, Public Works Director, for approval.

PROPOSED MOTION: Approval of bids for the purchase of two (2) 2018 Ford F150 4x2 SuperCab trucks from **Lonnie Cobb Ford, LLC in the amount of \$46,360.⁰⁰**

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	_____	_____	_____	_____	_____

BID TAB FOR 2018 2-WHEEL DRIVE PICK-UP TRUCKS

Bidder	Bid Make and Year	Bid Price
Ed Voyles Automotive Located in; Rome, GA	Two (2) 2018 Ram Quad Cab 1500 4x2 (Does not meet bid specs due to engine liter size and size of wheel base) Instock- One (1) 2017 Ram Quad Cab 1500 4x2 (Does not meet bid specs due to size of wheel base)	\$42,946 \$24,118
Downtown Nashville Nissan Located in; Nashville, TN	Two (2) 2018 Nissan Titan King Cab S (Does not meet bid specs due to size of wheel base)	\$48,890
Ted Russell Parkside Ford Located in; Knoxville, TN	Two (2) 2018 Ford F150 Super Cab 4x2 Two (2) 2018 Ford F150 Crew Cab 4x2	\$47,940 \$ 53,058
Lonnie Cobb Ford LLC Located in; Henderson, TN	Two (2) 2018 Ford F150 Super Cab 4x2 Two (2) 2018 Ram 1500 Quad Cab (Does not meet bid specs due to size of wheel base)	\$46,360 \$43,724

AGENDA NUMBER: VII. B.

MEETING DATE: August 10, 2017

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: William E. McKelvey, Public Works Director

SUBJECT: Approval of Bids for a 2018 Backhoe

INTRODUCTION: The purpose of this agenda item is to approve the purchase of a 2018 Backhoe.

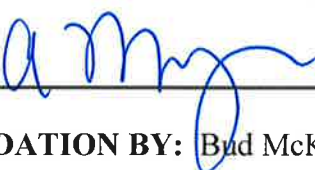
BACKGROUND: This backhoe will replace a 2003 Case Backhoe that is due for replacement this year. Due to the age and future maintenance costs, staff feels this is the best time to replace the backhoe.

DISCUSSION: The Town is purchasing this piece of equipment through N.J.P.A. (National Joint Powers Alliance). This is a national bid instead of a state bid process. It provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law. The basic backhoe is pre-bid and the added options are priced with a 45% discount per the agreement with N.J.P.A. Staff recommends award of the bid through N.J.P.A. for the 2018 Case 580SN Backhoe from Contractor's Machinery Inc. for the total price of \$97,481.⁰⁰.

FINANCIAL SECTION:

Account Number: 314-36190-949

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Expenditures to Date</u>	<u>Remaining Amount</u>
\$144,000	\$97,481	\$46,360	\$159

Approved By: 

RECOMMENDATION BY: Bud McKelvey, Public Works Director, for approval.

PROPOSED MOTION: Approval of bid for the purchase of a 2018 Case 580SN Backhoe to **Contractor's Machinery Inc. in the amount of \$97,481.⁰⁰**

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	_____	_____	_____	_____	_____

CONTRACTOR'S MACHINERY, INC.

3310 Wrights Ferry Rd.

P.O. Box 129

Louisville TN 37777-0129

Maryville (865) 982-6452

Fax (865) 982-6461

July 19, 2017

Town of Farragut—Public Works
Attn: Bud McKelvey
11408 Municipal Center Drive
Farragut TN 37934

NEW CASE 580SN LOADER BACKHOE TIER 4 FINAL		\$130,520.00
423059	4WD Power Shuttle Transmission	N/C
7201110	12x16.5 10PR Front Tires	N/C
8401140	19.5L 24 10PR Rear Tires	398.00
423075	Standard Backhoe	N/C
423010	Heavy Front CWT 1100 Lbs	1,162.00
423078	Pilot Controls w/Power Lift	3,817.00
423069	24" Universal Bucket	1,445.00
442056	Flip Over/Stablizer Pads	942.00
423049	Hydraulic Qk. Attach—Front	6,081.00
747855	Cab, LH Door w/Heat & Air	10,010.00
747897	Deluxe Air Suspension Seat—Cloth	487.00
745167	Locking DEF/Fuel Cover	152.00
728758	Rotating Beacon	273.00
747875	Tool Box	198.00
423090	Ride Control	1,566.00
		<u>\$157,051.00</u>
NJPA Discount (45%)		<u>- 70,673.00</u>
		\$ 86,378.00
Incoming Freight		+ 975.00
Pre Delivery		+ 700.00
"4in1" Qk. Cplr. Loader Bucket—82"		+ 5,528.00
Side Mount Aux. Hydraulics—single direction		+ 1,950.00
Mechanical Thumb-Tag		+ 1,950.00
		<u>\$ 97,481.00</u>

Thank you for the opportunity to quote your equipment needs. If you have any questions please call me.

Sincerely,
Contractor's Machinery, Inc.

Roy Thornley
Territory Manager

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Sue Stuhl, Parks & Leisure Services Director and Julia Barham, Historic Resources Coordinator

SUBJECT: Approval of Purchase of Museum Exhibit Case

ATTACHMENTS: Price Quote – Gaylord Archival

INTRODUCTION: The purpose of this agenda item is to consider the approval of the purchase of a new Farragut Museum exhibit case.

BACKGROUND: Many of the cases in the Farragut Museum are hand me downs from other Museums or were purchased by volunteers in the past and are not made of archival quality materials. These types of cases are often for displaying items such as trophies or jewelry and other retail products. This is what makes up the difference in price between an archival quality museum case and a regular display case.

DISCUSSION: This Gaylord Metro Grammercy case will be the third case we are requesting to purchase for our Bill Dunlap Gallery (gallery 3) updates. Last year, we were able to purchase two other cases from this same Gaylord design series. The case is part of a larger group of cases in the “Metro Showcases” design which are ideal for presenting traveling and temporary exhibits which is the primary focus of this gallery. This larger design group will allow us to expand on the Metro Showcase theme in the upcoming year(s) until we are able to have a comprehensive new group of cases in the gallery. The museum has chosen Gaylord Archival Supplies as the maker of our new 3rd gallery cases for several reasons but the biggest reason is because Gaylord cases are made from archival quality materials. What this means is that each case is built solely of archival materials, from the laminate bases and power-coated aluminum collars to the linen-wrapped Ethafoam mounting decks. Many of the inserts associated with the Metro line will be interchangeable with this new case.

FINANCIAL SECTION:

Account Number: 41900-937

Total Budget

\$47,000

Requested Amount

\$10,978.80

Expenditures to Date

\$0

**Remaining
Amount**

\$36,021.20

Approved By: A. Myer

RECOMMENDATION BY: Sue Stuhl and Julia Barham

PROPOSED MOTION: Approval of purchase for Metro Grammercy Exhibit Case 72 for \$10,978.80.

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

VOTE/TOTAL

YES

NO

ABSTAIN

MCGILL

MARKLI

PINCHOK

POVLIN

WILLIAMS

GAYLORD | ARCHIVAL

Preserve Today. Share Tomorrow.

Price Quote

Quoted to: **FARRAGUT MUSEUM**

11408 MUNICIPAL CENTER DR

PARKS AND LEISURE SERVICES

Farragut, TN 37934

Contact: JULIA BARHAM (Acct# 574427)

Phone: 865-966-7057

Fax: 865-675-2096

E-mail: JBARHAM@TOWNOFFARRAGUT.ORG

Date: 7/31/2017

Gaylord Archival

P.O. Box 4901

Syracuse, NY 13221-4901

Sales: 800-345-5330

Sales Fax: 800-891-5280

Email: bids@gaylord.com

To receive pricing when ordering reference Gaylord Priority Code: 168983

MPC	Product #	Description	Qty	Unit Price	Subtotal
	NCGC4020	Metro Gramercy Exhibit Case 72 3/4H x 41 1/4W x 21 1/2"D; Base Color: #486 Cream/Shadow; Linen Color: #34 Ulster Linen {Each}	1	\$9,629.10	\$9,629.10
	NCGC4020	Inside Delivery {ODC}	1	\$55.00	\$55.00
	NCGC4020	Power Tailgate {ODC}	1	\$75.00	\$75.00

Product Subtotal	\$9,759.10
Shipping and Processing	\$1,219.70
Estimated Tax	
Other	
Grand Total	\$10,978.80

Sales tax extra if applicable

Please state color choice when ordering

FOB Destination (Pre-Paid & Added)

Shipment: 10-14 Weeks ARO

Price Guaranteed Until: 09/18/2017

Preparer By: Stephanie Diodati

Comments:

COURTESY DISCOUNT APPLIED TO EXHIBIT CASE.
DELIVERY IS TO A GROUND LEVEL LOADING AREA WITH DOUBLE DOORS, SO POWER TAILGATE AND INSIDE DELIVERY IS ADDED.

Terms & Conditions

All orders resulting from this proposal are subject to Credit Approval

T: 1-800-448-6160 | F: 1-800-272-3412 | E: customerservice@gaylord.com

7282 William Barry Boulevard • Syracuse, NY 13212

WWW.GAYLORD.COM

Price Quote

Except for manufacturing defects, all custom and non-stock items are non-cancelable and non-returnable.

Shipping: Items too heavy or too large to ship by a parcel carrier will be shipped LTL common carrier. Shipping charges quoted are based on a dock delivery. In those instances, if large trucks cannot back up to a raised dock at your delivery location, then you may require extra services. If you do not have a loading dock or forklift enhanced delivery services are strongly encouraged and or may be required to facilitate a safe off-loading of your merchandise. Special Delivery Instructions: Please include receiving hours, days you are closed, and any other instructions for the delivering carrier when placing your order.

Lift Gate Truck Delivery- Additional \$75.00 Charge:

The driver will be using a truck that has a lift, which will lower the shipment to ground level. From there you will provide the movement of shipment into the building.

Inside Delivery -Additional \$55.00 charge:

The driver may **assist** you in the movement of merchandise from the truck through the first door of the building, where it will be out of inclement weather. Movement beyond the first door is customer's responsibility. If you do not have a ramp this service is not available please discuss other options with your Salesperson. Some doorways are not large enough for certain deliveries; please verify the physical clearance of your thresholds before ordering.

Note: Additional inside delivery charges will be incurred for delivery requests that are made for areas beyond the inside of the first-floor door and are only offered if a freight elevator is available for use.

Installation & Assembly: Installation or Product Assembly are *not* included in shipping charges. You may opt to add different services such as Installation or Assembly to your order. Please contact the Gaylord Sales Department at 800-345-5330 to discuss your options and obtain costs for these services.

Orders Over \$5,000: If your order exceeds \$5,000.00 we require a signed purchase order. If your organization doesn't use formal purchase orders, no problem! We will send you an Order Acknowledgement to review for accuracy. Simply return a copy endorsed by an authorized signer, and we'll finalize your order. In some circumstances, credit references may be required for successful placement of your order. Please have them available upon request.

Ready to Order? To help expedite your order and to ensure it is placed correctly, below is a checklist for you to reference when placing your Gaylord order.

____ Complete Billing Address – Include Contact Name & Phone Number

____ Complete Shipping Address – Include Contact Name & Phone Number (if different from above)

____ Gaylord Product Numbers - Please include the product numbers you'd like to order and specify your color choices or sizes, when applicable. If you are unsure of how to find product numbers, or are not sure if you are using the correct product number, please contact Customer Service at 800-448-6160 for assistance.

AGENDA NUMBER VII. D. MEETING DATE August 10, 2017

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: G. Palmer, Assistant Town Manager

SUBJECT: Consider Approval of an Amendment to the Existing Contract Between Redflex and the Town for the purpose of providing more time to review the Contract and Automated Enforcement Program

ATTACHMENT: CURRENT agreement btwn Redflex Traffic Systems Inc. and the Town of Farragut Amendment to the Original Agreement

Per our previous workshop the Town is considering the direction of the Automated Enforcement Program and the enabling contract with Redflex Inc. We are in the midst of negotiating those terms and are not ready for BOMA review; therefore, we are proposing an amendment to the exiting contract go to month to month upon expiration of the current term instead of auto renewing for another year. We will return to the Board at a future regular meeting with an agreement that may be acted upon.

RECOMMENDATION BY: G. Palmer, Assistant Town Manager and Tom Hale, Town Attorney

PROPOSED MOTION: Approve the amendment to the 2009 contract between Redflex and the Town of Farragut to allow more time for program and agreement evaluation.

BOARD ACTION:

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

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

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

This Third Amendment (the "Third Amendment") to the Exclusive Agreement between the Town of Farragut, TN and Redflex Traffic Systems, Inc. for Photo Red Light Enforcement Program is made this ____ day of _____ 2017 ("Effective Date") by and between Redflex Traffic Systems, Inc. ("Redflex") and the Town of Farragut, Tennessee ("the Town") (individually a "Party" and collectively the "Parties").

RECITALS

- A. The Parties executed the 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");
- B. The Original Agreement was amended on September 27, 2010 (the "First Amendment") and November 13, 2014 (the "Second Amendment") (together with the Original Agreement, the "Agreement");
- C. The Agreement is set to expire on November 13, 2017; and
- D. The Parties desire to extend the Term of the Agreement while they negotiate the terms and conditions of a new agreement for photo enforcement services.

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

TERMS AND CONDITIONS

- 1. **Term.** The Term outlined in Section 2 of the Original Agreement and extended by Section A of the Second Amendment shall be extended on a month-to-month basis upon the expiration of the current Term on November 13, 2017 until the earlier of (1) termination by either Party or (2) the Parties enter into a new contract for automated photo enforcement services. Either Party may terminate this extension upon thirty (30) days' written notice to the other Party.
- 2. **Notice.** Section 9.1 of the Original Agreement shall be revoked in its entirety and the following substituted in its place:

9.1 **Notices to Redflex**
 Redflex Traffic Systems, Inc.
 Attn: Legal Department
 5651 W. Talavi Blvd., Suite 200
 Glendale, AZ 85306

Facsimile: (623) 207-2056

Email: legaldepartment@redflex.com

3. **Enforceability of Non-Amended Terms and Conditions.** Except as expressly amended in this Third Amendment, the Terms and Conditions of the Agreement shall remain in full force and effect. To the extent that this Third Amendment conflicts with the terms of the Agreement, this Third Amendment shall control. Any capitalized terms not defined in this Third Amendment shall have the meanings ascribed to them in the Agreement

TOWN OF FARRAGUT, TENNESSEE

REDFLEX TRAFFIC SYSTEMS, INC.

By: _____
Name: _____
Title: _____

Michael Finn
President and CEO



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 23751stN 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: Ralph McGill

Name: Ralph McGill

Title: Mayor

"Redflex"

REFLEX TRAFFIC SYSTEMS, INC.,

By: Aaron Rosenberg

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.

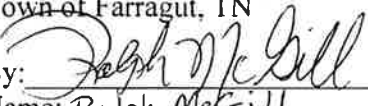
5. The Customer further acknowledges and agrees that this Acknowledgement and Consent shall be binding upon the Customer and shall inure to the benefit of the successors and assigns of the Administrative Agent, and to any replacement lenders which refinance Redflex's obligations to the Administrative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

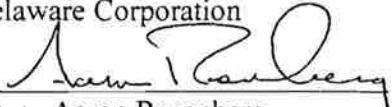
By: 

Name: Ralph McGill

Title: Mayor

Redflex:

REDFLEX TRAFFIC SYSTEMS, INC.,
a Delaware Corporation

By: 

Name: Aaron Rosenberg

Title: Executive Vice President

REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY:** Allison Myers, Town Recorder**SUBJECT:** Approval of Resolution R-2017-03, Declaring Certain Town Property to be Surplus Property**DISCUSSION:**

The following items are all in working order and have a value greater than \$100. Therefore the items meet the criteria to be surplus items. The Town will be advertising the items on Govdeals.com, an online government surplus auction site.

- 2009 Ford F150 Pickup Truck
- Data Center Open Frame Computer Rack

This resolution approval will allow for the removal if the items from the fixed asset list and advertise the sale of the items on the GovDeals website.

RECOMMENDATION BY:

Allison Myers, Town Recorder

PROPOSED MOTION:

To approve Resolution R-2017-03 , a resolution declaring certain town property to be surplus property.

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	_____	_____	_____	_____	_____



TOWN OF FARRAGUT

RESOLUTION R-2017-03

A Resolution Declaring Certain Town Property to be Surplus Property.

WHEREAS, it has been determined that the Town has no further use of certain item(s); and

WHEREAS, the Board of Mayor and Aldermen may determine that these items are surplus property; and

WHEREAS, the value, if any, is determined for the surplus property and its disposal will be for the common benefit; and

WHEREAS, at time of sale of surplus item(s), moneys, if any, will be allocated back to the appropriate department;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF FARRAGUT, TENNESSEE, does hereby surplus the following items(s):

- 2009 Ford F150 Pickup Truck
- Data Center Open Frame Computer Rack

This Resolution is duly adopted by the Board of Mayor and Aldermen of the Town of Farragut on this 10th day of August 2017.

Ralph McGill, Mayor

Allison Myers, Town Recorder