



**FARRAGUT BOARD OF MAYOR AND ALDERMEN
AGENDA**

March 22, 2018

BUDGET WORKSHOP

**Final report of Infrastructure
Assessment from UT Water
Resources Research Center
Capital Investment Program
5:15 PM**

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. March 8, 2018
- VI. Ordinances**
 - A. Public Hearing and Second Reading
 - 1. Ordinance 18-01, an ordinance to amend the text of the Farragut Zoning Ordinance, Ordinance 86-16, as amended, Pursuant to Authority Granted by Section 13-4-201, Tennessee Code Annotated, by Amending Chapter 2., Definitions, to Provide for a New Definition for an Accessory Building

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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.

VII. Business Items

- A. Approval of Resolution R-2018-03, Anchor Park Grant Resolution
- B. Approval of Event Application for the Knoxville Track Club's Farragut 13.1 Half-Marathon/5K & Kids Run
- C. Approval of Agreement with Red Flex Traffic Systems for an Automated Traffic Enforcement Program

VIII. Town Administrator's Report

IX. Town Attorney's Report

Board of Mayor and Aldermen Meeting Public Comment Protocol

The Board of Mayor and Aldermen welcomes and invites citizens to participate in public meetings.

At the beginning of each meeting, there will be time reserved for public comment under the Citizen Forum agenda item. If you are interested in speaking, please fill out a blue comment card and turn it in to the Town Clerk or staff member. This time is set aside specifically for comments on items that are not on the Board of Mayor and Aldermen regular agenda for the meeting. Each speaker will be given five (5) minutes to speak on his/her topic.

During the regular agenda portion of the meeting there may be an allowance for public comment for each agenda item. The Mayor may recognize individuals for public comment based on the following guidelines:

1. The Mayor shall maintain and control the meeting to provide a professional and objective environment conducive to presentation and discussion of the agenda items;
2. Anyone interested in speaking should fill out a blue comment card stating which agenda item they would like to comment on and turn in to the Town Clerk or a staff member;
3. Speakers shall come to the podium and identify themselves by name and address;
4. Public comment shall be limited to five (5) minutes per individual, time may be extended at the discretion of the Mayor; time is not transferable to other speakers;
5. Speakers should strive to avoid redundancy;
6. Comments shall address issues, not individuals or personalities;
7. Comments may support or oppose particular issues or measures, but the motives of those with differing views shall not be questioned or attacked;
8. Personal attacks and malicious comments shall not be tolerated;
9. An applicant, and/or their representative(s), for an item on the regular agenda shall be afforded the time necessary to present their request and respond to questions. The five (5) minute limitation shall not apply. However, the Mayor may ask an applicant to stay on point in order to facilitate the efficiency of the meeting.



FARRAGUT BEER BOARD

March 22, 2018

6:55 PM

I. Approval of Minutes

A. February 22, 2018

II. Beer Permit Request

A. Approval of Class 6, Special Occasion Permit for Remote Area Medical
Cinco Festival, April 27, 2018

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FARRAGUT BEER BOARD

February 22, 2018

Alderman Pinchok, Chairman, called the beer board meeting to order at 6:50 PM. Members present were Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams.

Approval of Minutes

Motion was made to approve the minutes of December 14, 2017 as presented. Moved by Alderman Williams, seconded by Mayor McGill; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Beer Permit Request

Approval of a Class 1, On-Premise Beer Permit for La Gota Fria Restaurant, 723 N Campbell Station Road

Motion was made to approve the On-Premise Beer Permit for La Gota Fria Restaurant, 723 N Campbell Station Road, subject to obtaining a certificate of occupancy. Moved by Alderman Povlin, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Approval of Class 5, Off-Premise Permit for Echelon Bicycles, 138 West End Ave

Motion was made to approve the Off-Premise Permit for Echelon Bicycles, 138 West End Ave. Moved by Alderman Povlin, seconded by Alderman Williams; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Approval of Class 6, Special Occasion Permit for Farragut Business Alliance, 9th Farragut Food & Wine Festival

Motion was made to approve the Special Occasion Permit for Farragut Business Alliance, 9th Farragut Food & Wine Festival. Moved by Alderman Povlin, seconded by Alderman Williams; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

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 Class 6, Special Occasion Permit for Remote Area Medical Cinco Festival, April 27, 2018.

DISCUSSION:

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

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

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

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

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

The Remote Area Medical is a nonprofit organization and is requesting the permit for April 27, 2018.

RECOMMENDATION BY:

Allison Myers, Town Recorder, for approval.

PROPOSED MOTION:

Motion to approve the special occasion beer permit for the Remote Area Medical Cinco Festival, April 27, 2018.

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 X
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) REMOTE AREA MEDICAL
by CEO JEFFREY L EASTMAN

4. Type of applicant (check one):

Person ____ Firm ____ Corporation ____ Joint-Stock Company ____ Syndicate ____ Other X Sol C-3

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:

ATHENS TN 37303

7. Date of Birth 9-12-1952 Home Telephone Number _____

Business Telephone Number 865-579-1530 Social Security Number _____

8. Representative Email Address: jeffeastman@RAMUSA.org

9. Under what name will the business operate? REMOTE AREA MEDICAL

10. Business address 2200 STICK CREEK BLVD, ROCKFORD TN 37853

Business Telephone number 865-579-1530

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

REMOTE AREA MEDICAL / JEFF EASTMAN 2200 STOCK CARR BLVD
BELL FERN TN 37853 JESS.EASTMAN@RAMUSA.ORG

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:

C HUCK JENSEN, 6597 NICHOLAS BLVD, UNIT 1006, NAPLES, FLORIDA

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

LATTER DAY SAINTS 11320 STATION W DR #101 KNOXVILLE TN

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

FARRAGUT MIDDLE SCHOOL, 200 WEST END AVE, KNOXVILLE TN

18. Special Occasion Event Name: CINCO FESTIVAL

Location of the special occasion event: 11501 PARKSIDE DRIVE KNOXVILLE TN

Event Date & Times: APRIL 27th 2018, 6-9 P.M.

Representative name & phone number: JEFF EASTMAN 423-506-6868

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

19. Tennessee Sales Tax Number: _____

20. Town of Farragut Business License Number _____



**FARRAGUT BOARD OF MAYOR AND ALDERMEN
MINUTES**

March 8, 2018

PUBLIC HEARING

**Anchor Park, Parks & Recreations Grant
5:00 PM**

BUDGET WORKSHOP

**General Fund Revenue/Expenditure Projections
5:45 PM**

BMA MEETING

7:00 PM

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

Approval of Agenda

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

Approval of Minutes

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

Ordinances

First Reading

Ordinance 18-01, an ordinance to amend the text of the Farragut Zoning Ordinance, Ordinance 86-16, as amended, Pursuant to Authority Granted by Section 13-4-201, Tennessee Code Annotated, by Amending Chapter 2., Definitions, to Provide for a New Definition for an Accessory Building

Motion was made to approve Ordinance 18-01 on first reading. Moved by Alderman Povlin, seconded by Alderman Markli; voting yes, Aldermen Markli, Pinchok, Povlin and Williams; Mayor McGill was absent; no nays; motion passed.

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Business Items

Approval of First Amendment to the Professional Services Agreement for Legislative Services

Motion was made to approve the first amendment to the professional services agreement between the Town of Farragut and Laine Communications for legislative services. Moved by Alderman Markli, seconded by Alderman Povlin; voting yes, Aldermen Pinchok, Povlin and Williams; Mayor McGill was absent; voting no, Alderman Markli; motion passed.

Approval of Request for Supplement from Qk4, Inc. for Engineering Services for Intersection Improvements at Watt Road/Kingston Pike

Motion was made to approve the supplement request for Qk4, Inc. for additional engineering services, total contract amount \$142,400, for the Watt Road/Kingston Pike Intersection Improvements. Moved by Alderman Povlin, seconded by Alderman Markli; voting yes, Aldermen Markli, Pinchok, Povlin and Williams, Mayor McGill was absent; no nays; motion passed.

Town Administrator's Report

David Smoak, Town Administrator, reported that the Shamrock Ball was a huge success. He also reported that there will be a public hearing March 21, 6:00 PM at the Town Hall to discuss the Watt Road corridor.

Meeting adjourned at 7:40 PM.

Ron Pinchok, Vice-Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Ordinance PC-18-01, an ordinance on second reading to amend Appendix A – Zoning, Chapter 2., Definitions, of the Farragut Municipal Code, by providing new requirements governing the size of accessory buildings (Town of Farragut, Applicant)

INTRODUCTION AND BACKGROUND: In the Town’s Zoning Ordinance, residential additions that are attached to the dwelling unit are treated as part of the principal building and subject to all zoning related provisions that would apply to a principal building. Buildings that are completely detached from a dwelling unit are considered accessory buildings and governed by the applicable requirements for such structures.

Though setbacks are greater for principal buildings than accessory buildings, there are height and size limitations on accessory buildings to ensure that they are “accessory” in appearance and customarily incidental and subordinate to a principal building. Generally, non-agricultural accessory buildings are restricted to a height of 15 feet, as measured from the average grade along the building plane to the mid-point of the roofline (on a gabled roof). Accessory and non-agricultural buildings (in residential zoning districts) are also restricted to a maximum size of 600 square feet or 30% of the footprint of the principal building, whichever is greater.

DISCUSSION: Recently, an applicant used the Town’s practice of treating a building connected to the dwelling unit with a covered breezeway as a way to get around the size limitation that would have otherwise applied. The applicant used a very long covered breezeway to construct a large metal building further back on the lot so it would not be close to the applicant’s home. The staff is proposing language included in Ordinance PC-18-01 that would address this loophole and prevent such an application from occurring in the future. Under the existing definition of an “accessory building,” the staff has proposed the additional language shown below in red:

Accessory building: A building customarily incidental and subordinate to the principal building and located on the same lot with such building. *A building that is connected to a principal building by a breezeway that is greater than twelve (12) feet in length shall be considered accessory for purposes of size limitations.*

RECOMMENDATION: At their meeting on February 15, 2018, the Planning Commission unanimously recommended approval of Ordinance PC-18-01. At the Board of Mayor and Alderman meeting on March 8 Ordinance PC-18-01 was unanimously approved on first reading. The staff recommends approval of Ordinance PC-18-01 on second reading.

PROPOSED MOTION: To approve Ordinance PC-18-01 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:	18-01
PREPARED BY:	Shipley
REQUESTED BY:	Staff
CERTIFIED BY FMPC:	February 15, 2018
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 2., DEFINITIONS, TO PROVIDE FOR A NEW DEFINITION FOR AN ACCESSORY BUILDING

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend Chapter 2, Definitions, 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 2, Definitions, is amended by replacing the existing definition for an *Accessory building* and define it as follows:

Accessory building: A building customarily incidental and subordinate to the principal building and located on the same lot with such building. A building that is connected to a principal building by a breezeway that is greater than twelve (12) feet in length shall be considered accessory for purposes of size limitations.

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 _____, 2018,
with approval recommended.

Rita Holladay, Chairman

Edwin K. Whiting, Secretary

FARRAGUT MUNICIPAL PLANNING COMMISSION



REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Sue Stuhl, Parks & Leisure Services Director

SUBJECT: Approval of Resolution 2018-03 - Supporting Local Parks and Recreation (LPRF) Fund Grant Application

INTRODUCTION: The purpose of this agenda item is to approve the attached resolution to match funds as part of the 2018 LPRF grant application for Anchor Park. This project includes the demolition and reconstruction of the restroom and plaza area along with new ADA accessible paths to the diamond and rectangular fields

BACKGROUND: Development of Anchor Park, the Town's first park, started in 1985. The diamond field and restroom were the first facilities constructed. The restroom, along with the parking and entrance, are not ADA compliant and also need to be enlarged to handle the increased user load that has happened at all the Town parks. The diamond and rectangular fields are used by a variety of athletic clubs, those renting pavilions and are the designated drop-in fields for the Town of Farragut. ADA requires that the spectator and player areas of the fields be accessible and the fields do not currently meet that requirement.

It is important to note that approximately half of the acreage of Anchor Park (approximately 7 acres) is owned by TVA with the Town of Farragut having a user agreement. The Local Parks and Recreation Fund grant requires that projects are on Town-owned land or land in which we have a 25 year lease – so this grant will only allow projects that are on the Town-owned portion of the park (please see attached map.)

DISCUSSION: Staff is requesting that the Board of Mayor and Aldermen approve the attached resolution supporting the 2018 LPRF grant application which requests funding for the reconstruction of the restroom, plaza and ADA access to the athletic fields. The request is for the Town to match \$325,000 for a project total of \$650,000. Below is the estimated cost for the entire grant project:

A & E:	\$85,000
Restroom/Plaza Reconstruction:	\$440,000
<u>ADA Access To Athletic Fields:</u>	<u>\$210,000</u>
Total:	\$735,000

Details of the project are:

- Restroom will be expanded to the maximum size available at that site and will include a small storage area. It will be similar in design to the new MBLP park restroom. Plaza area will include ADA parking, required signage, seating and landscaping and the flag pole will be moved so that it can be lighted in a better fashion (it currently has solar lighting.)
- ADA access to the field will include new paved trails to both spectator and player areas, new bleachers and covered player benches at the diamond field and a new boardwalk and trail to the rectangular field.

Notification of grant award is likely to be sometime in the late summer or early fall. Competition is always fierce with this grant. If the Town of Farragut is fortunate enough to receive a grant, it is expected that the contract will not be issued until late winter. Environmental clearances will have to be complete before the contract can be released to the Town. The goal is to have construction plans (A & E) complete by mid-January with construction beginning as soon in the spring as the state allows.

RECOMMENDATION BY: Parks & Leisure Services Director Sue Stuhl for approval.

PROPOSED MOTION: To approve the attached Resolution 2018-03 supporting the Local Parks and Recreation (LPRF) Fund Grant Application

BOARD ACTION:

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

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



TOWN OF FARRAGUT

RESOLUTION R-2018-03

LOCAL PARKS AND RECREATION FUND MATCHING GRANT

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut wishes to apply for a 2018 Local Parks and Recreation Fund matching grant from the State of Tennessee, and

WHEREAS, the Town of Farragut wishes to apply for a \$650,000 matching grant, \$325,000 to be provided by the State of Tennessee and \$325,000 to be provided by the Town of Farragut Capital Investment Plan Budget, and

WHEREAS, the Town of Farragut will use this grant money for the reconstruction of the restroom and entry plaza and the construction of ADA access to the diamond and rectangular athletic fields at Anchor Park, and

WHEREAS, the property identified may be developed with state financial assistance provided by the Local Parks and Recreation Fund (LPRF) pursuant to TCA 67-4-409, and

WHEREAS, this property may not be converted to other than public recreation uses, whether by transfer or by other means, without the express written approval of the Commissioner of the Tennessee Department of Environment and Conservation and that this property will have a Notice of Limitation of Use filed as part of the deed and plat,

WHEREAS, this project will be completed within two years of the project contract start date and will follow all federal, state and local regulations and requirements including ADA if funded,

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the Town of Farragut to budget matching funds in the FY2019 budget for this project and to conform to all regulations regarding this grant.

This Resolution is duly adopted this 22th day of March 2018.

Ralph McGill, Mayor

Allison Myers, Town Recorder



Legend ● Park Corners - Anchor Park Boundary - Town of Farragut Property Boundary - Power Easement	Exhibit 2 Project Boundary Map Project Title: Anchor Park Renovations Restroom/Plaza and ADA Access	NOTES Base Map: Knox County, Tennessee 2014 Aerial Coordinate System: NAD 1983 HARN State Plane Tennessee FIPS 4100 Feet Date: 3/8/2018 Time: 10:06:52 AM
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REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Event Application for the Knoxville Track Club's Farragut 13.1 Half-Marathon/5K Kids Run

BACKGROUND: The Knoxville Track Club (KTC) is requesting approval for an event application for the fifth annual Farragut Half-Marathon, 5K, and Kids Run on Saturday, October 27, 2018.

DISCUSSION: For the past four years the KTC has sponsored a Farragut half-marathon, 5K, and kids run. These events have been well attended and very successful. Due to a change in property use approvals, the start and finish will be in the Village Green Shopping Center instead of the former Kroger's Center. The half-marathon route will include an immediate crossing of Kingston Pike at Campbell Station Road. The runners will then proceed south along S. Campbell Station Road and Concord Road and then west along Turkey Creek Road, Virtue Road, Evans Road, McFee Road, Allen Kirby Road, Dixon Road, and Old Stage Road. Runners will exit Old Stage Road and enter the Old Stage Hills Subdivision. Runners will then proceed to Way Station Trail and cross Kingston Pike again at mile 8.19. From there they will turn left onto Everett Road and then turn east onto Union Road and then Smith Road. From Smith, they will enter the Hickory Woods Subdivision and access the Grigsby Chapel Greenway back ultimately to N. Campbell Station Road and the Village Green Shopping Center. The 5K course will follow N. Campbell Station Road and enter the Village Green Subdivision at Old Colony Parkway. From there, roads within Village Green will be followed back to the Village Green Shopping Center. The 1 mile kids run will be within the parking lot of the Village Green Shopping Center and a portion of Jamestowne Boulevard.

Course maps and cue sheets for the half-marathon, 5K, and kids run are included in your packet along with the event application. The half-marathon will have 2 aid stations along the route that will also include portable toilets. KTC will be providing all materials needed for each run and will be responsible for all clean up. Given its length, the half-marathon will impact traffic flow on a number of roads. Due to the course changes some new roads will be affected. The KTC will be using a number of police officers, cones, and volunteers to address any potential vehicular/pedestrian conflicts. KTC is also proposing an extensive public outreach program to notify affected residents and advertise the event ahead of time. Those efforts include:

- 1) Notices in the Farragut Press and on the local radio station explaining the upcoming half-marathon and that certain roads will be affected;
- 2) Flyers distributed to affected subdivisions 60 days prior to the event;
- 3) KTC web site, television, and other media and social media outlets;
- 4) Two large sign boards on Kingston Pike will be installed 3 days before the event notifying residents of the race date and expected delays;
- 5) Cones and volunteers will be used to mark the course and monitor the runner's progress; and
- 6) In addition to the above outreach efforts, the Town will advertise the event through its different media outlets.

RECOMMENDATION: The staff recommends as part of any approval for this event that KTC work closely with those individual property owners (particularly those along roads that are proposed to be closed) as well as affected subdivisions to ensure that all efforts are made to notify them of this event and the potential impact it could have. The staff also recommends that if music is played at the two aid stations (as requested in the applicant's submittal) it will not be loud and distracting to any neighbors and will not be close to any homes.

A security deposit of \$500 will be required for this event since it will use public streets. The Town has experienced some issues with road races in the past using pavement markings for directional purposes which would then need to be removed from the streets. Such markings are not permitted and the deposit helps ensure that there is money available to correct any damage to public infrastructure. KTC will be using cones and volunteers to direct race participants and will have no pavement markings.

The staff would again commend the KTC for advertising this as the "Farragut" half-marathon. This event is second only to the Knoxville Marathon in terms of participation and is great publicity for the Town of Farragut.

Having an event such as this in the Town is consistent with the Pedestrian and Bicycle Plan that was adopted in 2010. This plan encourages events that promote the Town's significant emphasis on an active community that is reflected in its built environment. The staff recommends approval of this event application with the recommendations noted above.

PROPOSED MOTION: To approve the requested event subject to staff's recommendations.

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 Event Application

1

***Instructions: Please review all forms in this application package and submit a complete application to:**

The Town of Farragut: (865) 966-7057 Fax: (865) 671-2096

Email: events@townoffarragut.org

***If only a temporary sign permit is needed, please complete the Temporary Sign Permit application found on the Town of Farragut website. This application is not valid for temporary sign permits that do not accompany an event held within the Town of Farragut.**

Event applications will be reviewed by the Town of Farragut's Event Committee

- Event Meetings are held on the first Monday of each month at 2:00 p.m. at the Board Room of the Farragut Town Hall. Attendance is required for most events.
- There is a non-refundable permit fee of \$25. Other fees may apply for additional required permits (e.g. food truck vendors, tents, etc.).
- Event forms must be submitted to the Community Development Department as follows:
Events requiring use of public infrastructure (greenways, roads, closures, etc.) and/or are requesting a beer, liquor or wine permit must file at least **180 days** prior to the event but not more than 365 days prior to the event. Events held on public property and are not requesting a beer, liquor or wine permit must file at least **60 days** in advance and prior to the event committee meeting the month preceding the event. Applicants requesting only sidewalk sales or tent sales are required to file at least **10 days** prior to their event in order to obtain all necessary permits and have questions answered by staff.
- Events that involve mobile vending shall meet fire suppression standards outlined by the Town of Farragut. Contact the Farragut Fire Marshal for more information.
- Prior to advertising and accepting registration entries for the event, all applicable town approvals shall be obtained.

Organization Information

Type of Organization: ☐ Neighborhood ☒ Non-Profit ☐ Government ☐ Corporation (Commercial/Office)

☐ Church and/or other place of worship ☐ School

☐ Other (please specify): _____

Name of Organization: Knoxville Track Club

Organization Address: P.O. Box 52266

City/State: Knoxville, TN Zip Code: 37950

Primary Contact: Joni Alexander Address: 1737 Polkwright Lane

City/State: Knoxville, TN Zip Code: 37919

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Work Number: 865-368-5110 Town of Farragut Event Application
Cell Number: 865-368-5110 Email: knoxtrackevents@gmail.com

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Is your organization /business authorized to do business in Tennessee? Yes ☒ No ☐

Tax ID (If applicable): 62-0731345 Farragut Business License _____

Event Information

Event Name: Farragut 13.1, 5k, and Kids Run Event Date (s): October 27, 2018

Event Address: Village Green Shopping Center Time of Event (start to finish): 6a-noon

Owner of Event Property: Davis Overton Phone: 865-588-2244

Set-Up and Teardown Information:

Date: 10/28/2018 Time of Set-Up: 6am

Date: 10/28/2018 Time of Teardown: 1pm

Type of Event: (Check all that apply)

☐ Community Event – A Town sponsored or co-sponsored event that benefits and/or promotes the community.

☒ Special Event – An event held on public or private property that is **not** sponsored by the Town. Such an event is distinguished from a temporary sign permit by the inclusion of event-related amenities such as tent(s), vendor(s), display(s), pavilion(s), any outdoor activity, etc. Applicants shall be limited to a maximum of four events annually, this includes Temporary Sign Permits.

***If only a temporary permit is needed, please complete the Temporary Sign Permit application found on the Town of Farragut website. This application is not valid for temporary sign permits not accompanying an event.**

***If requesting park use at Founders Park at Campbell Station, please complete the Special Event Application – Founders Park at Campbell Station on the Town of Farragut website.**

Check the Organization type below.

☐ Non-Profit

☐ Corporation (Commercial/Office)

☐ School

☐ Church and/or other Place of Worship

☐ Other (please specify): _____

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Town of Farragut Event Application

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☐ Grand Opening (for a sign only, complete the Temporary Sign Permit application)

☐ Parade Request

☐ Carnival

☐ Outdoor/Seasonal Event (must include a site plan)

☒ Race (Includes Closure or Delay of Public Streets and/or Greenways)

Race Events:

- There shall be no markings placed on any street, sidewalk, greenway or pedestrian facility.
- Race events shall submit the finalized route and directional signage plan(s) with this application.
- Applicant shall pay a deposit of \$500.00 for race events that utilize public infrastructure, which is refundable if no damage to the public infrastructure.

☐ Other (Please Specify)

Description of Event:

Purpose of Event:

First Time Event: ☐ Yes ☒ No

If no, then please describe past events.

What is your estimated attendance for event?

Will your organization charge admission?

☒ Yes ☐ No

Will your organization accept donations?

☒ Yes ☐ No

Will your event be open to public?

☒ Yes ☐ No

Outline your plans for trash removal including the date and hour that will be removed from the event site:

We will remove all trash from the start/finish as well as any that could potentially be on the course.

Will your organization have a marketing/publishing plan?

☒ Yes ☐ No

If yes, then briefly describe your plan.

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Town of Farragut Event Application

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Hold Harmless

All authorized events occurring within the Town limits shall be individually and severally responsible to the Town for any loss, bodily or personal injury, deaths, and/or property damage that may occur as a result of the event representative/organizer's negligence or that of its agents and employees. All event organizers/representatives hereby agree to indemnify and save the Town, its officers, employees, and agents harmless from any loss, cost, damages and other expenses, including attorney's fees, suffered or incurred by the Town by reason of the event representative/organizers negligence or that of its agents and employees; provided that the event representative/organizer shall not be responsible nor required to indemnify the Town for negligence of the Town, its officers, employees, or agents. Furthermore, I fully understand and agree to comply with the terms and conditions as stated in this application. All information provided in this application is correct and accurate to the best of my knowledge.

Signature: Joni E. Alexander

Date: 02/22/2017

Event Checklist (listed in alphabetical order)				
Will you have:	Yes	No	If yes, how many?	If yes, complete the event checklist below
Amplification	x		1 at start/finish lines	
Animal(s)				
Carnival games				
Carnival rides				
Cleanup	x		KTC staff and volunteers will provide clean-up	
Entertainment/Music	x		1 at start/finish area	
Emergency Services/First Aid	x		We will work with rural metro	
Entertainment/Music	x		1 at start/finish area	
Food Vendors	x		Post race food is provided by volunteers	
Inflatables		x		
Merchandise Vendors		x		
Movies		x		
Parade		x		
Portable Restrooms	x		at start/finish areas and 2 water stops	
Power and Lighting	x		1 at start and finish area	
Public Outreach	x		Marketing plan	
Security	x		KCSO	

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Town of Farragut Event Application

Signage	x		as approved by town	5
Staff	x		KTC staff and Volunteers	
Tent(s)	x		if necessary due to weather	
Traffic Control	x		KCSO	
Volunteers	x		numerous community volunteers	
Water	x		at start/finish and 2 water stops	
Mobile Vending		x		

Event Checklist Description:

Please answer all questions as applicable and add any other pertinent information.

Amplification (Sound or Speaker System):

Describe type of system; what hours will you be using the amplification system.

We will use one portable sound system at the start/finish area

Animals:

List what animals you plan to have at the event; how you will secure the area that the animals are contained; number and qualifications of staff and/or volunteers that will be in charge of the animal; describe your animal waste removal plan.

Carnival Games:

Describe type of games (dunking booth, etc.).

Carnival Rides:

Describe each type of ride and rental source.

Cleanup:

Explain your plan for cleanup

Emergency Services

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Rural Metro is notified of the race and supports race with onsite personnel as available. HAM radio operators are stationed along the course for any emergency situations and we work closely with Randy Errington and approximately 25 KCSO along the course.

Town of Farragut Event Application

Explain your emergencies services plan; types of services available

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Entertainment:

Describe type (e.g. band, DJ, etc.) and list number of groups. What times during the event will there be live entertainment.

Music will be played in the start/finish area.

We would like to have music at our water stops if available.

Food:

List the types of food and/or drink that will be served and/or sold at your event; how many food vendors or areas you plan on having; if food is going to be prepared on site and if so, what type of fuel will be used for the preparation; how you will dispose of grease and other environmentally sensitive by-products; are the food vendors going to be located under a tent and if so, what size of tent.

Food is donated by various local restaurants for post-race refreshments.

No food will be cooked on-site

Inflatables (Bounce House, Slide, Etc.):

Provide number of structures. Provide general description including target age group and approximate dimensions (include height also) of structure.

Parade

What is the estimate of the number of parade entries; what type of entries will be involved; describe plan for end of parade (participant drop-off, etc.); describe method of assembly for entries.

Power & Lighting:

Describe your source of power (generators, temporary pole/meter center, extension cords, etc.); if your event is in the evening or at night, how will you provide lighting to the event area (including parking).

KTC utilizes a generator at the start/finish area for the needs of our timing officials.

Public Outreach:

Describe your public outreach plan

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We will work closely with the Farragut Press and WFiV local radio

to ensure that the public is aware of the race and any and all road closures/ delay that may occur on race day as well as advertising the event. All local neighborhoods that will be affected will be contact via their HOA 60 days prior to the event. We hope that will encourage neighborhoods to create a cheer station to support our runners.

Town of Farragut Event Application

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Seasonal/Outdoor

Describe your site plan and provide documentation that you are permitted to use the site for your event.

Security

Describe your security plan (officer, security guards, etc.) for during the event and during setup (e.g. overnight).

We will work with Randy Errington and a team of approximately 25 KCSO to provide traffic control and security all through the event.

Signage

Describe general location and type of signage both external and internal to the event.

Upon approval from the Town of Farragut we will once again utilize 2 large sign boards on Kingston Pike 3 days prior to race notifying residents of the race date and expected delays. Along the route, cones and volunteers are used to mark the course and monitor the runners progress. No signage will

Tent(s)

How many, location, and size

be used nor will any markings be on roads or greenways.

If weather is inclement on race day we would like to utilize 2 16x30 foot tents at the start/finish area for timing and post race food.

Traffic Control:

Describe your traffic control plan

KCSO is on site all day and controls traffic throughout the course Streets are opened up and returned to normal as soon as the KCSO clear the last runner from an intersection and gives the all clear to KTC staff.

Water:

Describe your source of water and what water will be used for.

Bottled water will be given to participants as they finish the race. At water stops we will water jugs for participants as they pass through the course.

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Town of Farragut Event Application

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Permit Checklist (listed in alphabetical order)			
Will You Have:	Yes	No	If yes, complete application
Alcohol/Wine		x	State of Tennessee Special Occasion Alcohol/Wine License
Beer	x		TOF Beer Permit or Provide Copy of Current TOF Beer Permit
Public Road/Greenway Closure (Parade, Race, Etc.)	x		Provide Parade or Race Plan
Tents or Air Inflated Structure	x		TOF Tent Permit

Signage Requirements:

***Parameters Applicable to Signage for Commercial/Office/Schools/Non-Profit/Church/Other Place of Worship**

Sign

- Only one sign is permitted and it shall not exceed six feet in overall height and 16 square feet for churches and schools and 20 square feet in overall size for non-profit, commercial, businesses. A white background is required.
- The only material permitted for a special event sign is a minimum 10 millimeter thick corrugated plastic. No banners, streamers, balloons, flags on a rope, and/or other types of wind activated signs and/or portable or sandwich board signs are permitted
- If a sign is ground mounted, the sign shall be set back, in its entirety, at least 20 feet from the street edge of the nearest public street pavement and 10 feet from all entrance driveways. Please coordinate location with Town staff. Sign posts shall be removed completely at the end of the special event
- A drawing of the sign which shows dimensions, letter sizes, and appearance is required (at least 15% of the sign face shall include the Shop Farragut logo and the sign shall also include the entity's name)

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Town of Farragut Event Application

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Site:

- If the event involves anything exterior to the applicant's space (no sales from trucks are permitted), please include a site plan which demonstrates that vehicular and pedestrian circulation will not be affected by the proposed event. No event is permitted on vacant or vacated property. On-site entities must sponsor any off-site not-for-profit or non-profit event. If a tent is involved, please include dimensions and proposed location. A separate tent permit may be required from the Fire Marshal.
- By submitting this form, you are acknowledging that all information included with this application is accurate and that you have read, understand, and will follow all parameters/conditions listed on this application.

*Parameters Related to Grand Opening

- Business must have Certificate of Occupancy or approved Re-Occupancy per Code/Fire Inspector
- Applicant shall pay a deposit to use Town's "Grand Opening" sign (refundable if no damage)
- Approximately 15% of the "Grand Opening" sign can be used to personalize with users information (must stay within perimeter of sign)
- If a sign is ground mounted, the sign shall be firmly affixed to studded T-posts (town provides) so that it is not wind activated. Such sign shall be set back, in its entirety, at least 20 feet from the street edge of the nearest public street pavement and 10 feet from all entrance driveways. The maximum sign height shall be six (6) feet. Please coordinate location with Town staff.
- One "Grand Opening" sign per street on which the lot, parcel or tract fronts. When more than one "Grand Opening" sign is allowed, they shall be a minimum of 150 feet apart
- The business is also allowed to use a 20 sq. ft. "Special Event" sign along with the "Grand Opening" sign that could be used for future "Special Events". The "Special Events" sign shall comply with all "Special Event" sign requirements.
- Twenty (20) day maximum for posting sign (deposit and one Special Event will be forfeited for exceeding time frame) The T-posts and "Grand Opening" sign shall be returned to the Town Hall.

Supplemental Information:

A sketch plan of your event must be included with this application. Please include: vehicular and pedestrian circulation, staging areas, locations of tents, entertainment stages, portable restrooms, dumpsters, fencing, food and beverage booths, and all sponsor or vendor booths. Also indicate where streets will be blocked and what will be used to block the streets. **This application will not be processed without a completed site map.**

Applicants must provide the Town with an original copy of their insurance certificate of general liability insurance naming the "Town of Farragut, its employees, and agents" as additionally insured. This policy must have a minimum coverage of one million dollars (\$1,000,000.00). If it is determined that security is required for your event, certified, uniformed Knox

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Town of Farragut Event Application

County Sheriff's Deputies must be hired to provide this service. Applicants hiring off duty sheriff's Deputies must include the Knox County Sheriff's Office as additionally insured. **10**

Applicants must abide by all Rural Metro Fire & Rescue rules and regulations. This information can be obtained by contacting the Fire Marshall at Town Hall (865 966-7057).

Applicants requesting to serve alcohol at their event must submit an application to the Farragut Beer Board. This can be done by contacting the Town Administrative Office at 865 966-7057, not less than sixty (60) days prior to the proposed event.

A clean up/damage deposit in the form of a check or money order in the amount determined by the Town must be submitted upon approval of this application if applicable. This deposit will be returned upon inspection of the event site at the conclusion of your event.

With this signature, I acknowledge that all information with this application is accurate and that I have read and understand, and will follow all parameters/conditions listed on this application.

SIGNATURE OF APPLICANT:

Joni E. Alexander

PRINTED NAME OF APPLICANT:

Joni E. Alexander

Office Use Only

_____ Event staff approval

_____ BMA approval

_____ Fire Marshal/tent permit

_____ Beer/Alcohol permit

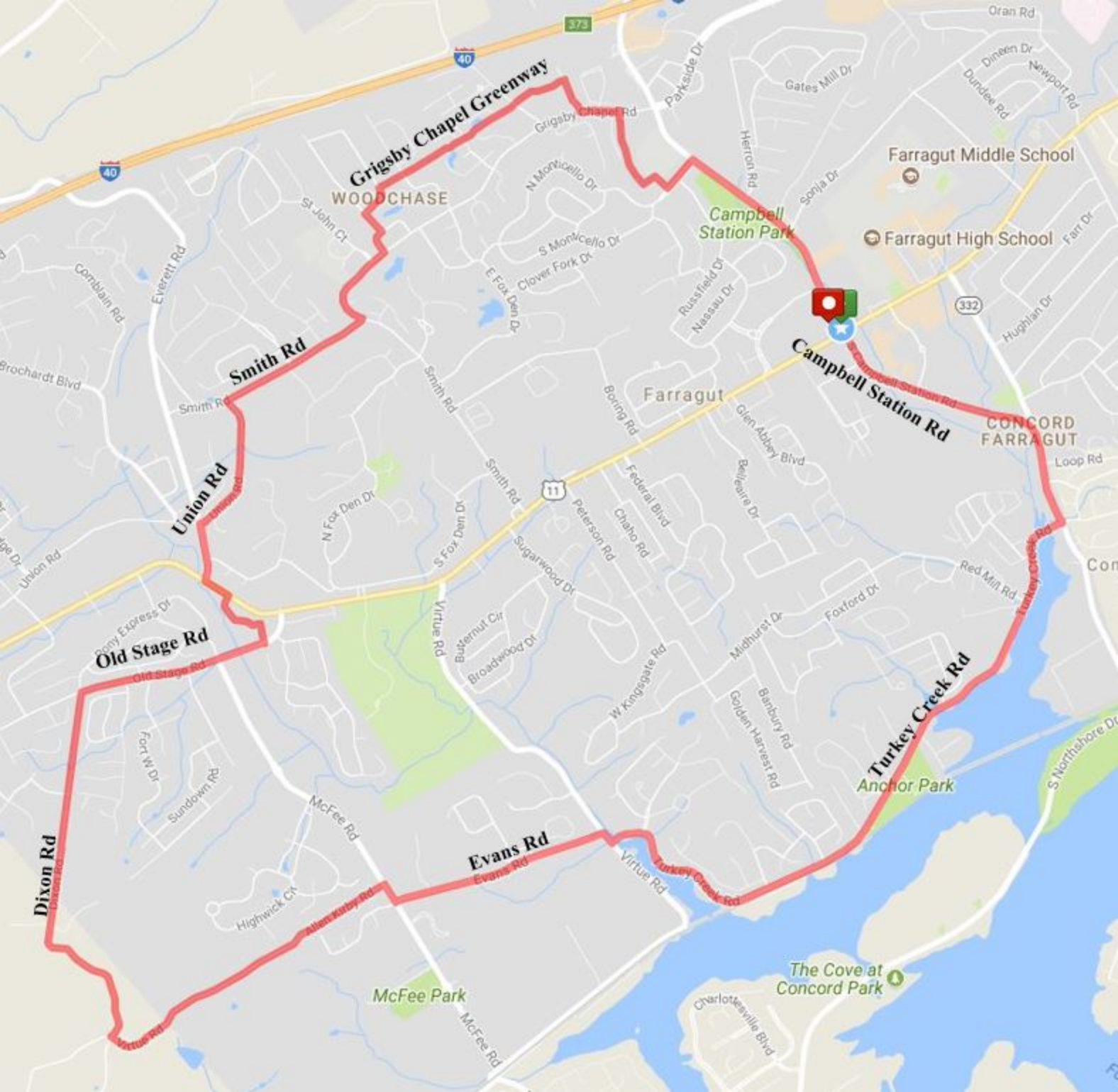
_____ Site and or course map

_____ Insurance Certificate

_____ Deposit

_____ Application fee

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0 mi	Head southeast on N Campbell Station Rd toward Kingston Pike
0.25 mi	Head east on S Campbell Station Rd toward Brooklawn St
0.81 mi	Continue onto Concord Rd Destination will be on the right
1.21 mi	Head northwest on Concord Rd toward Turkey Creek Rd
1.22 mi	Turn left onto Turkey Creek Rd Destination will be on the right
2.44 mi	Head southwest on Turkey Creek Rd toward Spinnaker Rd Destination will be on the left
3.78 mi	Head southwest on Turkey Creek Rd toward Virtue Rd
3.82 mi	Turn right onto Virtue Rd
3.87 mi	Turn left onto Evans Rd Destination will be on the right
3.92 mi	Head west on Evans Rd toward Cottage Stone Blvd Destination will be on the left
4.69 mi	Head southwest on Evans Rd toward McFee Rd
4.7 mi	Turn right onto McFee Rd
4.78 mi	Turn left onto Allen Kirby Rd Destination will be on the right
4.87 mi	Head southwest on Allen Kirby Rd toward Mcfee Manor Greenway Connector
5.73 mi	Continue onto Virtue Rd
6 mi	Turn right onto Dixon Rd Destination will be on the left
6.02 mi	Head northeast on Dixon Rd toward Rodeo Dr Destination will be on the right
6.75 mi	Head north on Dixon Rd toward Rodeo Dr
7.45 mi	Head east on Old Stage Rd toward Rockwell Farm Ln
8.16 mi	Turn left
8.23 mi	Turn left
8.34 mi	Head northwest toward Kingston Pike
8.44 mi	Turn left onto Kingston Pike
8.55 mi	Turn right onto Everett Rd
8.56 mi	Head north on Everett Rd toward St Andrews Dr

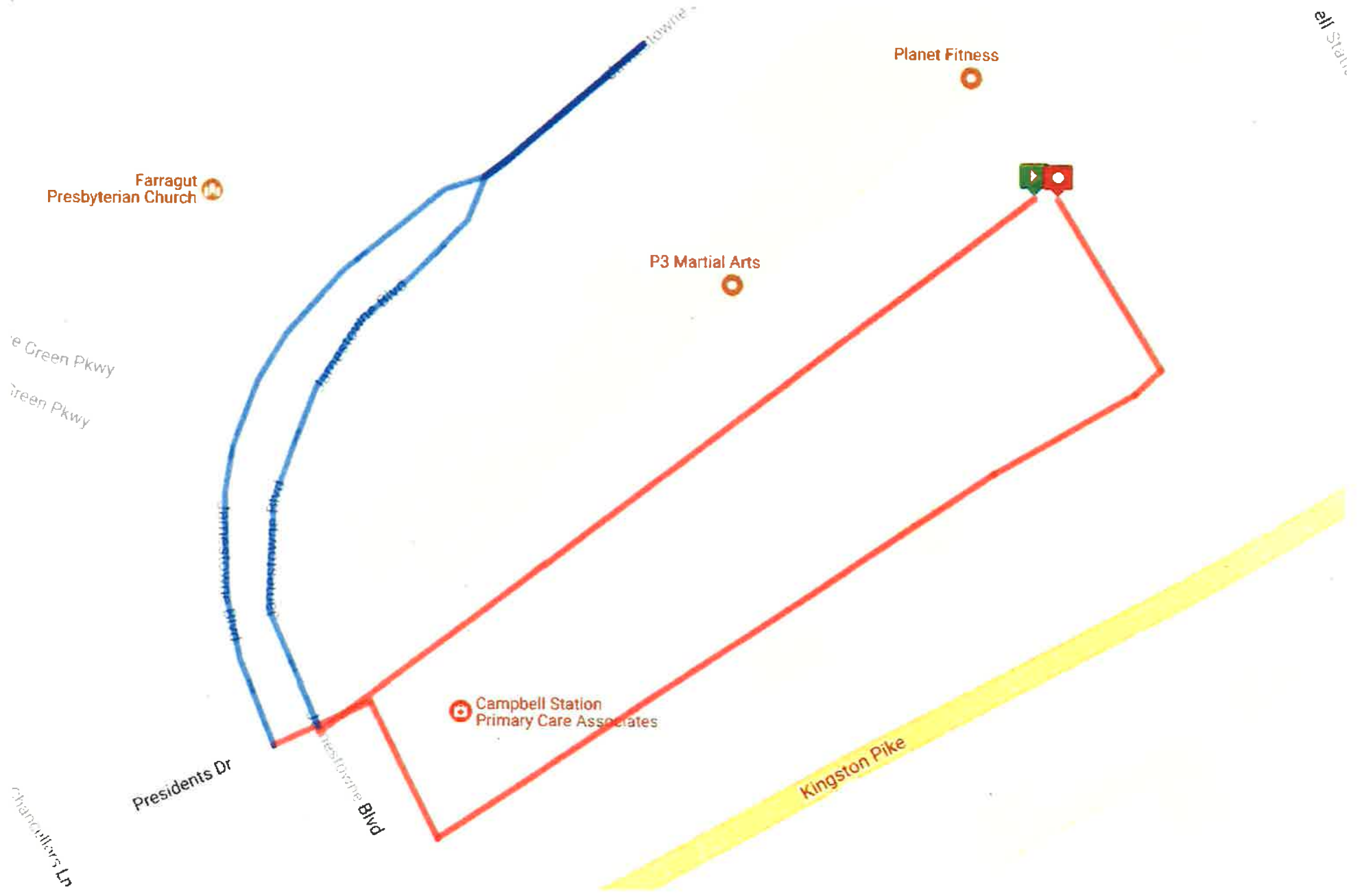
8.77 mi	Turn right onto Union Rd
9.31 mi	Turn right onto Smith Rd
9.32 mi	Head northeast on Smith Rd toward Andover Blvd
9.73 mi	Turn left onto Hickory Woods Rd
9.73 mi	Head southeast on Hickory Woods Rd toward Smith Rd
9.73 mi	Turn left onto Smith Rd
9.91 mi	Turn left onto Grigsby Chapel Rd Destination will be on the left
9.92 mi	Head west on Grigsby Chapel Rd toward Fox Cove Dr
10.26 mi	Turn left onto W Fox Chase Cir
10.35 mi	Turn left onto W Woodchase Rd
10.45 mi	Turn right onto Woodsmoke Cir
10.47 mi	Head northeast on Woodsmoke Cir toward Grigsby Chapel Greenway
10.57 mi	Head northeast on Grigsby Chapel Greenway toward Weatherly Hills Blvd
10.63 mi	Head east on Grigsby Chapel Greenway toward Weatherly Hills Blvd
10.97 mi	Turn left to stay on Grigsby Chapel Greenway Destination will be on the left
11.19 mi	Head northeast on Grigsby Chapel Greenway toward Chapel Point Ln
11.38 mi	Head east on Grigsby Chapel Greenway toward Chapel Point Ln
11.38 mi	Turn right onto Chapel Point Ln
11.52 mi	Head east on Grigsby Chapel Rd toward Farragut Commons Dr
11.66 mi	Turn left onto Grigsby Chapel Greenway
11.68 mi	Direct/offroad route segment
11.72 mi	Direct/offroad route segment
11.76 mi	Direct/offroad route segment
11.79 mi	Direct/offroad route segment
11.83 mi	Direct/offroad route segment
11.89 mi	Direct/offroad route segment

11.93 mi	Direct/offroad route segment
11.98 mi	Direct/offroad route segment
12.03 mi	Head southeast on Grammar Ln toward Old Colony Pkwy
12.09 mi	Turn left onto Old Colony Pkwy Destination will be on the left
12.23 mi	Head northeast on Old Colony Pkwy toward N Campbell Station Rd
12.23 mi	Turn right onto N Campbell Station Rd Destination will be on the right
12.63 mi	Head southeast on N Campbell Station Rd toward Sonja Dr
12.75 mi	Head southeast on N Campbell Station Rd toward Jamestowne Blvd Destination will be on the right
13.01 mi	Head southeast on N Campbell Station Rd
13.06 mi	Turn right
13.06 mi	Head southwest
13.1 mi	Destination



Farragut 5k Course: Turn By Turn

- 0 mi [Head northwest on N Campbell Station Rd toward Jamestowne Blvd](#)
- 0.84 mi [Head southwest on Old Colony Pkwy toward Russfield Dr](#)
- 1.06 mi [Continue straight onto N Monticello Dr](#)
- 1.26 mi [Head west on N Monticello Dr toward Briar Creek Dr](#)
- 1.26 mi [Turn left onto Briar Creek Dr](#)
- 1.48 mi [Turn right onto S Monticello Dr](#)
- 1.48 mi [Head east on S Monticello Dr toward Briar Creek Dr](#)
- 1.81 mi [Turn right onto Bellfield Rd](#)
- 1.84 mi [Head east on Bellfield Rd toward Packard Ln](#)
- 2.08 mi [Turn left onto Chowning Dr](#)
- 2.2 mi [Head southeast on Chowning Dr toward Russfield Dr](#)
- 2.21 mi [Turn right onto Russfield Dr](#)
- 2.45 mi [Head south on W Heritage Dr toward Nassau Dr](#)
- 2.53 mi [Head southeast on W Heritage Dr toward Nassau Dr](#)
- 2.73 mi [Head southeast on Village Green Pkwy toward Jamestowne Blvd](#)
- 2.84 mi [Turn right onto Jamestowne Blvd](#)
- 2.85 mi [Head south on Jamestowne Blvd toward Presidents Dr](#)
- 2.91 mi [Direct/offroad route segment](#)
- 3.1 mi [Destination](#)



all State

Kids Run:
Starting in front of Planet Fitness Shopping Center

0 mi	Direct/offroad route segment
0.23 mi	Head northwest on Jamestowne Blvd toward Village Green Pkwy
0.44 mi	Head southwest on Jamestowne Blvd toward Village Green Pkwy
0.66 mi	Direct/offroad route segment
0.69 mi	Direct/offroad route segment
0.73 mi	Direct/offroad route segment
0.9 mi	Direct/offroad route segment
0.94 mi	Direct/offroad route segment
0.95 mi	Direct/offroad route segment
1 mi	Destination

REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY:** David Smoak, Town Administrator **SUBJECT:** Approval of Agreement with Redflex Traffic Systems for an Automated Traffic Enforcement Program

INTRODUCTION: The purpose of this agenda item is to approve the agreement between the Town of Farragut and Redflex Traffic Systems for an automated traffic enforcement program.

BACKGROUND: The Town of Farragut initially entered into an agreement with Redflex Traffic Systems in 2009 to provide automated traffic enforcement for the Town of Farragut. Since that time, the agreement with Redflex has been renewed three times, with the most recent renewal being a month to month renewal as parameters around a multi-year agreement were negotiated. As part of our current agreement Redflex monitors 4 intersections with two approaches each. Each red-light violation that occurs is then forwarded to the Town's Traffic Enforcement Officer for review and he ultimately makes the determination of whether a violation of Tennessee law has occurred, or he dismisses the case.

DISCUSSION: The Town and Redflex agreed to a monthly renewal in August 2017 in order to give both parties time to work on a new long-term agreement. The agreement under consideration would have an initial term of one year, with 5 additional and automatic one-year renewals unless the Town gives at least 30 days' notice prior to the end of the term of its intent not to renew the contract. Currently, a violation of the red-light traffic law is a \$50 fine, with the Town receiving \$15 of the fine. In the updated agreement, the Town would receive \$20 for each violation at current approaches that are monitored and \$15 per violation for any additional approach that is added in the future (Exhibit D). For any new approaches added, there would be a five-year amortization schedule the Town would be obligated to pay back to Redflex if the contract were terminated prior to the end of the five-year period (Exhibit G). All other provisions of the agreement are consistent with the current agreement between the Town and Redflex Traffic Services.

RECOMMENDATION BY: Town Administrator David Smoak for approval.

PROPOSED MOTION: To approve the agreement between the Town of Farragut and Redflex Traffic Systems for an automated traffic enforcement program.

BOARD ACTION:

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

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

EXCLUSIVE AGREEMENT BETWEEN THE TOWN OF FARRAGUT, TENNESSEE AND REDFLEX
TRAFFIC SYSTEMS, INC. FOR AN AUTOMATED PHOTO ENFORCEMENT PROGRAM

This Exclusive Agreement Between the Town of Farragut, Tennessee and Redflex Traffic Systems, Inc. for an Automated Photo Enforcement Program (this "Agreement") is made as of this _____ day of _____ 2018 ("Effective Date") between Redflex Traffic Systems, Inc., a Delaware Corporation ("Redflex"), and The Town of Farragut, Tennessee, a Tennessee Municipal Corporation (the "Customer" and/or the "Town") (individually a "Party"; collectively, the "Parties").

RECITALS

WHEREAS, Tennessee Code Annotated 55-08-198 (Citations based on unmanned traffic enforcement cameras; 2017) provides regulations governing the deployment of traffic enforcement cameras at warranted intersections; and .

WHEREAS, The Town desires to continue its Automated Enforcement Program to ensure the safety of its residents and visitors through video assisted monitoring of selected intersections within the Town for the purpose of capturing red light violations; and

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 Town has worked with Redflex in implementing the Automated Enforcement Program since 2009 and desires to continue utilizing the services of Redflex to provide certain equipment, processes and back office services so that Authorized Employees of the Town are able to monitor, identify and enforce red light running violations;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the parties agree as follows:

AGREEMENT

1. **DEFINITIONS.** In this Agreement, the words and phrases capitalized below shall have the following meanings:
 - 1.1. "**Authorized Employee**" means the Project Manager or such other individual(s) as the Customer shall designate to review Potential Violations and to authorize the Issuance of Citations.
 - 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. "**Automated Photo Enforcement Program**" or "**the Program**" are interchangeable and synonymous and mean 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 detecting Violations and recording Violation Data in the form of photographic images of motor vehicles
 - 1.4. "**Citation**" means the notice of a Violation, which is mailed or otherwise delivered by Redflex on behalf of the Town to the violator on the appropriate Enforcement Documentation for each Authorized Violation.
 - 1.5. "**Confidential or Private Information**" means, with respect to any Person, any information, matter or thing of a secret, confidential or private nature, and that has been clearly labeled as such, 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:
 - 1.5.1. 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
- 1.5.2. 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 have the meaning provided under Tennessee law.
- 1.5.3. 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 of a Party in breach of this Agreement, (iii) was lawfully disclosed to a Party by a person other than a Party, (iv) was required by a court of competent jurisdiction to be disclosed, or (v) was required by applicable state law to be disclosed.
- 1.6. "Designated Intersection Approaches" means the Intersection Approaches that the Parties mutually agree on from time to time. See Exhibit A for the number of approaches.
- 1.7. "Electronic Signature" means the method through which the Authorized Employee indicates his or her approval of the issuance of a Citation for a Potential Violation using the Redflex System.
- 1.8. "Enforcement Documentation" means the necessary and appropriate documentation related to the Program, including but not limited to warning letters, Citation notices (using the specifications of the Judicial Council and the Town, 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 for 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 Program.
- 1.10. "Fine" means a monetary sum assessed for a 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. "Intellectual Property" means, for any Person, any and all now known or later known tangible and intangible (a) rights associated with works of authorship throughout the world, including but not limited to copyrights and mask-works, (b) trademark and trade name rights and similar rights, (c) trade secrets rights, (d) patents, designs, algorithms and other intellectual or 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 in force (including any rights in any of the foregoing), of such Person.
- 1.13. "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) system has been installed for the purposes of facilitating the Program by the Customer.
- 1.14. "Person" means a natural individual, company, Governmental Authority, partnership, firm, corporation, legal entity or other business association.
- 1.15. "PLATESCAN® System" means the license plate scanning system of Redflex.
- 1.16. "Potential Violation" means for any motor vehicle passing through a Designated Intersection Approach, the data collected by the Redflex System concerning 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 traffic violation has occurred.
- 1.17. "Project Manager" means the project manager appointed by the Customer in accordance with this Agreement, which shall be an Authorized Employee and shall be responsible for overseeing the installation of the Intersection Approaches and the implementation of the Program, and which manager 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.

- 1.18. "Proprietary Property" means for 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 the Program at any time during the Term, 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 Redflex System and related equipment at the Designated Intersection Approaches and the implementation of the 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® System, SMARTcam® System, the SMARTscene® System, REDFLEXred® System, REDFLEXradar® System, SMARTops® System, the Program, and all of the other equipment, applications, software, hardware, back office processes, servers, off-site backup systems, cameras, sensors, components, motor vehicles and other related tangible and intangible property, to enable Redflex to enforce a minimum of one lane of travel at a designated location.
- 1.22. "REDFLEXradar®" means the detection and tracking system of Redflex relating to the Program.
- 1.23. "REDFLEXrail® System" means the proprietary digital railroad grade crossing photo enforcement system of Redflex.
- 1.24. "REDFLEXred® System" means the proprietary digital redlight photo enforcement system of Redflex relating to the Program.
- 1.25. "REDFLEXslimline® System" means the proprietary photo enforcement system of Redflex.
- 1.26. "Salus® System" means the proprietary software that controls the systems of Redflex relating to the Program.
- 1.27. "REDFLEXspeed® System" means the proprietary speed enforcement system of Redflex.
- 1.28. "REDFLEXstop® System" means the proprietary stop sign enforcement system of Redflex.
- 1.29. "SMARTcam® System" means the proprietary software system that controls the systems of Redflex relating to the Program.
- 1.30. "SMARTops® System" means the proprietary back-office processes of Redflex relating to the Program.
- 1.31. "SMARTscene® System" means the proprietary digital video camera unit, hardware and software required for providing supplemental violation data relating to the Program.
- 1.32. "Traffic Signal Controller Boxes" means the signal controller interface and vehicle detection owned and operated by the Customer. This includes the Town's traffic controller, the Town's vehicle detection equipment, the Town's communication equipment, and the Town's controller cabinet.
- 1.33. "Violation" means any traffic violation as provided for in 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.
- 1.34. "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 Program or its detection equipment, any costs incurred in connection with such modifications shall be the responsibility of the Customer.
- 1.35. "Violations Data" means the images and other Violations data gathered by the Redflex System at the Designated Intersection Approaches.

- 1.36. **“Warning Period”** means, with respect to any New Designated Intersection Approach (defined on Exhibit B), the period of time immediately following the installation and activation of any New Designated Intersection Approach during which period only warning notices shall be issued for a period of forty-five (45) calendar days.
2. **TERM.** The term of this Agreement shall commence on the Effective Date and continue for a period of one (1) year (the “Initial Term”), unless terminated earlier as provided for in this Agreement. The Town shall have the option to extend the Initial Term for up to five (5) additional consecutive and automatic one (1) year time periods (each a “Renewal Term”) (the Initial Term together with each exercised Renewal Term is collectively the “Term”) Each Renewal Term shall commence automatically and without notice or action unless the Town provides written notice to Redflex in accordance with Section 9 of this agreement, of its intent not to renew the agreement, not less than thirty (30) calendar days from term expiration.
3. **SERVICES.** Redflex shall provide the following services in connection with the Program [such services, including those outlined in Exhibits B and C are subject to change based on local and state law]:
- 3.1. **INSTALLATION.** With respect to the construction and installation of any Designated Intersection Approaches installed after November 13, 2017 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.
- 3.2. **MAINTENANCE.** With respect to the maintenance of the Redflex System at all Designated Intersection Approaches during the Term, the Customer and Redflex shall have the respective rights and obligations set forth on Exhibit C.
- 3.3. **VIOLATION PROCESSING.** During the Term, 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 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 six (6) days of the gathering of the Violations 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 Violations 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. REDFLEX 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. For each Authorized Violation, Redflex shall print and mail a Citation within five (5) days after Redflex’s receipt of such authorization; provided, however, during the Warning Period, warning violation notices only shall be sent for 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 general 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 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 a court proceeding, Redflex shall provide expert witnesses for use by the Customer in prosecuting Violations; provided, however, the Customer shall use reasonable best efforts to seek judicial notice in lieu of requiring Redflex to provide such expert witnesses.
- 3.4. RECORDS RETENTION. During the Term of the Agreement, Redflex shall retain Violations Data in accordance with applicable law of the State of Tennessee and/or local ordinances of the Town of Farragut, Tennessee.
- 3.5. PROSECUTION AND COLLECTION; COMPENSATION. The Customer shall diligently prosecute Citations and the collection of all Fines related to the Citations. Redflex shall have the right to receive, and the Customer shall be obligated to pay Redflex, the compensation set forth on Exhibit D.
- 3.6. TAXES. Where obligated by applicable law, Redflex shall, within a reasonable time frame, pay all taxes relating to or arising out of the Program. No charge by the Town shall be made for federal excise taxes and Town agrees to furnish Redflex with an exemption certificate where appropriate for any applicable sales and/or use taxes. For the avoidance of doubt, it is the Parties intent that this Agreement does not alter the tax liability of either Party under the applicable law.
- 3.7. OTHER RIGHTS AND OBLIGATIONS. 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.
- 3.8. CHANGE ORDERS.
- 3.8.1. 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 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 any schedule impact, (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 in writing 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 provided each Party acted in good faith.
- 3.8.2. In the event that the change outlined in the Change Order Notice and the Change Order Proposal, and approved by the Parties, concerns replacing, modifying or relocating an installed Redflex System to a new Designated Intersection Approach, then the Town shall be responsible for the costs associated with the removal and reinstallation of the Redflex System and the Term of this Agreement shall be temporarily suspended for the period of time in which the Redflex System at issue is inactive, if that period of time is fourteen (14) or more calendar days, unless the Town has a Fixed Monthly Fee and chooses to continue paying the Fixed Monthly Fee for the inactive Designated Intersection Approach, as outlined in Exhibit D.
- 3.9. ROAD REPAIRS AND CONSTRUCTION PROJECTS. The Term shall be temporarily suspended, but only as to any affected designated intersection approach, as a result of any road repairs, street improvements or stop work order that interrupts, impedes, obstructs or interferes with the successful performance of Redflex System at any Designated Intersection Approach for a period of fourteen (14) or more calendar days, unless the Customer has a Fixed Monthly Fee and chooses to continue paying the Fixed Monthly Fee for the impacted Designated Intersection Approach, as outlined in Exhibit D. The Town shall not be responsible for any loss of revenue by Redflex during any period of construction or repair work to roads, sidewalks or utility installations.

- 3.10. **OWNERSHIP OF NON-VIOLATOR DATA.** The Parties agree that Redflex shall have exclusive ownership of all Non-Violator Data generated as a result of the Program. "Non-Violator Data" shall include incident data, infraction rates, average speeds and other categories of data as mutually agreed by Redflex and the Town. Non-Violator Data shall not include any data identifying the registered owner or the violator, or relating in any way to the registered owner's identity or the violator's identity. During the term of this Agreement, the Town shall have a non-exclusive royalty free license to use the Non-Violator Data. This license shall terminate upon termination or expiration of this Agreement.
- 3.11. **FUTURE SERVICES.** If Tennessee law allows, now or in the future, a Governmental Authority to suspend the ability to register a vehicle, as controlled by the Tennessee Department of Transportation, for Persons with delinquent or unpaid fines, whether criminal or civil, the Parties have the option to execute an amendment to this Agreement for Redflex to provide the Town certain automated scofflaw services under its ASP and ASP2 Programs, as applicable, to implement such law. Furthermore, the Town shall have the option to add, upon mutual agreement between the Parties, any services offered by Redflex, including but not limited to handheld devices or other photo speed enforcement and automated license plate readers.
4. **LICENSE; RESERVATION OF RIGHTS.**
- 4.1. **LICENSE.** Subject to the terms and conditions of this Agreement, Redflex grants the Customer, and the Customer accepts from Redflex, a non-exclusive, non-transferable license during the Term to: (a) solely within the Town, 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 related content posted on the Redflex System, (b) disclose that Redflex is providing services to the Customer in connection with 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 Program, so long as any and all such publications or materials are approved in advance by Redflex.
- 4.2. **RESERVATION OF RIGHTS.** The Customer 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.
- 4.3. **RESTRICTED USE.** The Customer 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 Redflex's goodwill, (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 Program, 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 give Redflex prompt notice of any activities or threatened activities of any Person of which it becomes aware that infringes or violates or potentially infringes or violates the Redflex Marks or any of Redflex's Intellectual Property or that constitute or potentially 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 its rights to its Marks and Intellectual Property and to make settlements relating to its Marks and Intellectual Property. In the event that Redflex commences any enforcement action relating to its Marks or Intellectual Property, the Customer shall provide Redflex with

any reasonable cooperation and assistance that Redflex requests. Redflex shall be entitled to any damages or other monetary amount that might be awarded provided that after deduction of Redflex's actual costs and attorney's fees; 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, 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 provide to Redflex reasonable cooperation and assistance as is requested by Redflex; provided, that Redflex shall reimburse the Customer for its reasonable costs incurred in providing such cooperation and assistance. If 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 warrants and represents that it has all right, power and authority to execute and deliver this Agreement and perform its obligations.

5.1.2. Professional Services. Redflex warrants and represents that any and all services that it provides pursuant to this Agreement shall be performed in a professional and workmanlike manner and in compliance with applicable law and by agreed upon specifications.

5.2. CUSTOMER REPRESENTATIONS AND WARRANTIES.

5.2.1. Authority. The Customer warrants and represents that it has all legal right, power and authority to execute and deliver this Agreement and perform its obligations. Customer further warrants and represents that it has complied with all applicable laws and regulations in entering into this Agreement and will comply with all applicable laws and regulations in performing under this Agreement.

5.2.2. Professional Services. The Customer warrants and represents that any and all services that it provides pursuant to this Agreement shall be performed in a professional and workmanlike manner and in compliance with applicable law and by agreed upon specifications.

- 5.3. LIMITED WARRANTIES. EXCEPT AS EXPRESSLY 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 SOFTWARE, OR WITH RESPECT TO THE RESULTS OF THE PROGRAM. THE CUSTOMER ACKNOWLEDGES THAT AT TIMES THE REDFLEX SYSTEM MAY MALFUNCTION OR OTHERWISE NOT OPERATE AS ANTICIPATED. REDFLEX SHALL DILIGENTLY ENDEAVOR TO CORRECT ANY SUCH MALFUNCTION IN A TIMELY MANNER.

6. TERMINATION.

- 6.1. TERMINATION: Any Party shall have the right to terminate this Agreement by written notice to the other Parties if (i) state statutes are amended or otherwise changed to prohibit or substantially change the operation of the Program; (ii) any court for the State of Tennessee rules that the Program and/or its product, the Violations Data, are unlawful or inadmissible in evidence and the Town determines in its sole and absolute discretion that there is no viable legal grounds for a higher appellate court to overturn the decision; or (iii) another Party commits a material breach of this Agreement. In this event, the breaching Party shall have the right to remedy or cure the material breach within forty-five (45) calendar days (or within such other time period as the Parties shall mutually agree, which agreement shall not be unreasonably withheld or delayed) after receipt of written notice from the terminating Party setting forth in reasonable detail the facts giving rise to the material breach.. Termination of this Agreement based upon an alleged material breach shall not be enforceable or effective unless the terminating Party mails this written notice to the breaching Party not less than forty-five (45) calendar days before the termination date and provides to the breaching Party the opportunity to remedy or cure the breach within the time period provided above. The right to terminate this Agreement shall be without prejudice to any other right or remedy of any Party with respect to the breach concerned (if any) or any other breach of this Agreement except as otherwise provided in this Agreement.

- 6.2. COST RECOVERY UPON TERMINATION. If this Agreement terminates (i) within the five (5) years following the date of the most recent installation of a New Designated Intersection Approach (defined on Exhibit B) and (ii) the termination is at the election of or is within the control of the Customer, the Customer shall pay to Redflex an amount equal to the unamortized costs of the direct labor and direct material costs (but not including equipment costs and salvageable material costs) associated with the installation of each New Designated Intersection Approach based upon a five (5) year, month by month amortization schedule for each New Designated Intersection Approach (referred to as the "Intersection Approach 5-Year Amortization Schedule" and attached to this Agreement as Exhibit "G"). This Intersection Approach 5-Year Amortization Schedule shall commence as of the "Go Live" date of each New Designated Intersection Approach. Redflex shall provide the Customer an itemization estimate thirty (30) days prior to the installation of a New Designated Intersection Approach reflecting the cost of labor and direct material costs. Within thirty days after the installation of each New Designated Intersection Approach, Redflex shall provide an itemized statement, with supporting invoices and labor expense documentation, to the Customer of the amount of direct labor costs and direct material costs (but not including equipment costs and salvageable material costs) solely associated with the installation of a New Designated Intersection Approach. The Parties recognize that the amount per New Designated Intersection Approach is expected to be in the range of \$20,000 to \$40,000 per New Designated Intersection Approach, but in no event shall said amount exceed \$40,000 per New Designated Intersection Approach.
- 6.3. PROCEDURES UPON TERMINATION. The termination of this Agreement shall not relieve either Party of any liability that accrued before 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 Program, (ii) promptly deliver to the Customer any and all Proprietary Property or Confidential Information 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. The final report shall be in a format and for a period of time mutually agreed upon by Redflex and the Customer, (iv) promptly deliver to the Customer a final invoice for all amounts 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. Except as required by applicable law or as mutually agreed by Redflex and the Customer, Redflex shall have no obligation to retain Violations Data after termination of this Agreement. At termination and upon the Town's prior written request, Redflex will transfer the Violations Data to the Town in accordance with a mutually agreed upon method of transfer. The Town shall be responsible for all costs associated with the transfer of the Violations Data including but not limited to administrative costs, storage media, storage media authoring device costs, and internet bandwidth costs incurred in transferring the Violations Data. Upon completion of the transfer of the Violations Data to the Town, Redflex shall have no obligation or responsibility concerning the Violations Data. Redflex makes no warranty or representation regarding the success of a transfer of the Violations Data and shall not have liability or responsibility for any errors or failures that occur during a transfer of the Violations Data.
- 6.3.2. The Customer shall (i) immediately cease using the Program, accessing the Redflex System and using any other Intellectual Property of Redflex, (ii) promptly deliver to Redflex any and all Proprietary Property or Confidential Information of Redflex provided to the Customer pursuant to this Agreement, and (iii) promptly pay Redflex any and all fees, charges and amounts that the Customer owes Redflex for work performed and Citations issued prior to the termination, as outlined in Exhibit D.
- 6.3.3. Unless the Customer and Redflex have agreed to enter into a new agreement relating to the Program or have agreed to extend the Term, Redflex shall remove any and all Equipment or other Redflex materials 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 that the Designated Intersection Approaches were in immediately prior to installation of the Designated Intersection

Approach; provided, however, that Redflex's financial obligation under this provision shall not exceed \$5,000 in the aggregate for any Designated Intersection Approach.

6.3.4. The Customer shall continue to pay to Redflex a pro rata share of all monies or revenue generated, collected and/or received by Customer after the termination of the Agreement that are, in any way, a result of, associated with and/or attributable to, in whole or in part, the products or services that Redflex provided to the Town pursuant to this Agreement.

6.4. **SURVIVAL.** Notwithstanding the foregoing, the definitions provided for in Section 1 and each of the following Sections shall survive the termination of this Agreement: (i) Sections 4.2 (Reservation of Rights), 5.1 (Redflex Representations and Warranties), 5.2 (Customer Representations and Warranties), 5.3 (Limited Warranties), 7 (Confidentiality), 8 (Indemnification and Liability), 9 (Notices), 10 (Dispute Resolution), 11.1 (Assignment), 11.17 (Injunctive Relief; Specific Performance), 11.18 (Applicable Law), 11.19 (Jurisdiction and Venue), 11.20 (Attorneys' Fees), and (ii) any Section in this Agreement which states, or evidences the intent of the Parties, that the Section survives the expiration or termination of the Agreement, or must survive to give effect to the Section.

7. **CONFIDENTIALITY.** During the Term and for a period of three (3) years after its expiration or termination, neither Party shall disclose to any third person, or use for itself in any way, any Confidential Information learned from the other Party during the course of the negotiations for this Agreement or during the Term. 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.** Subject to Section 8.3, Redflex hereby agrees to defend and indemnify the Customer, and its affiliates, shareholders, 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 imposed on or incurred by any Customer Party arising out of or related to (a) any material misrepresentation, material inaccuracy or material breach of any covenant, warranty or representation of Redflex contained in this Agreement or (b) the willful misconduct of Redflex, its employees or agents which results in death or bodily injury to any person 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 or negligence of any Customer Party.

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. §§ 29-20-10 1. et seq., for claims sounding in tort, and by this Agreement for claims sounding in contract.

8.3. **Indemnification Procedures.** In the event any claim, action or demand (a "Claim") for which any Party seeks indemnification from the other Party, the Party seeking indemnification (the "Indemnified Party") shall give the Party from whom indemnification is sought (the "Indemnifying Party") written notice of the Claim promptly after the Indemnified Party first becomes aware of the Claim; provided, however, that failure so to give such notice shall not preclude indemnification with respect to such Claim except to the extent of any additional or increased Losses or other actual prejudice directly caused by such failure. The Indemnifying Party shall have the right to choose counsel to defend such Claim (subject to the approval of such counsel by the Indemnified Party, which approval shall not be unreasonably withheld, conditioned or delayed), and to

control, compromise and settle such Claim, and the Indemnified Party shall have the right to participate in the defense at its sole expense; provided, however, the Indemnified Party shall have the right to take over the control of the defense or settlement of such Claim at any time if the Indemnified Party irrevocably waives all rights to indemnification from and by the Indemnifying Party. The Indemnifying Party and the Indemnified Party shall cooperate in the defense or settlement of any Claim, and no Party shall have the right enter into any settlement agreement that materially affects the other Party's material rights or material interests without such Party's prior written consent, which consent will not be unreasonably withheld or delayed.

- 8.4. **LIMITED LIABILITY.** Notwithstanding anything contrary in this Agreement, neither Party shall be liable to the other Party for any special, incidental, indirect, consequential or punitive damages however caused and on any theory of liability arising out of or relating to this Agreement.

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

9.1. **Notices to Redflex:**

Redflex Traffic Systems, Inc.
Attn: Legal Department
5651 W. Talavi Blvd., Suite 200
Glendale, Arizona 85306
E-Mail: legaldepartment@redflex.com

9.2. **Notices to the Customer:**

Assistant Town Manager
Town of Farragut, Tennessee
11408 Municipal Center Drive
Farragut, Tennessee 37934
Email: gpalmer@townoffarragut.org

10. **DISPUTE RESOLUTION.** The Parties shall engage in informal, good faith discussions and attempt to resolve any dispute or disagreement between the Parties arising out of or relating to this Agreement before initiating litigation. In connection with those informal discussions, each Party shall appoint a designated officer and the designated officers of the Parties shall meet in person for the purpose of attempting to resolve and dispute. The designated officers shall meet as often as the Parties shall determine to be reasonably necessary. If the Parties are unable to resolve the dispute, and any Party concludes in good faith that amicable resolution through continued negotiation is not reasonably likely to result in resolution of the dispute, the Parties may mutually agree to submit the dispute to binding or nonbinding arbitration or mediation for resolution. If the Parties do not mutually agree to submit the dispute to binding or nonbinding arbitration or mediation, any Party may initiate litigation.

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.
- 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 in this Agreement).

- 11.3. **AUDIT RIGHTS.** Each of Parties hereto shall have the right to audit the books and records of the other Party (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. If the audit establishes any overpayment by the Audited Party of any payment made pursuant to this Agreement, the non-Audited Party shall promptly refund to the Audited Party the amount of the overpayment.
- 11.4. **FORCE MAJEURE.** No 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, war, terrorism, significant fires, floods, earthquakes, epidemics, severe weather, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission of Redflex, . The Party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.
- 11.5. **ADDITIONAL SERVICES.** This Agreement may be amended, in accordance with Section 11.6, to add additional Redflex systems and products.
- 11.6. **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.
- 11.7. **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 its other provisions and the remainder of the affected provision.
- 11.8. **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 of this Agreement.
- 11.9. **CONSTRUCTION.** This Agreement shall be construed as having been fully and completely negotiated by both Parties and neither the Agreement nor any of its provision shall be construed more strictly against either Party.
- 11.10. **HEADINGS.** The headings of the sections contained in this Agreement are included for reference purposes only, solely for the convenience of the Parties, and shall not in any way be deemed to affect the meaning, interpretation or applicability of this Agreement or any of its terms, conditions or provisions.
- 11.11. **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.
- 11.12. **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 of this Agreement.
- 11.13. **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.
- 11.14. **BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding upon all of the Parties and their respective executors, administrators, successors and permitted assigns.
- 11.15. **COMPLIANCE WITH LAWS.** Nothing contained in this Agreement shall be construed to require 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, the latter shall prevail, but in such event the term, condition or provision of this Agreement affected shall be modified or limited only to the

extent necessary to bring it within the requirement of the law, provided that such modification or limitation is consistent with the intent of the Parties as expressed in this Agreement.

- 11.16. 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.
- 11.17. INJUNCTIVE RELIEF; SPECIFIC PERFORMANCE. The Parties 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 these Sections, or to enjoin or prevent such a breach.
- 11.18. APPLICABLE LAW. This Agreement shall be governed solely by and construed, in all respects, in accordance with the laws of the State of Tennessee.
- 11.19. JURISDICTION AND VENUE. Any conflict, claim or dispute between the Parties affecting, arising out of or relating to the subject matter of this Agreement shall be filed only in and litigated solely in the United States District Court for the Eastern District of Tennessee and all Parties specifically consent and agree to the exclusive jurisdiction of that court; provided however, if the United States District Court for the Eastern District of Tennessee does not have subject matter jurisdiction over a dispute, the dispute shall be filed and brought exclusively by the state courts of Tennessee located in Knox County, and the Parties consent and agree to the jurisdiction of those courts.
- 11.20. ATTORNEYS' FEES. In the event any legal action is commenced to enforce or interpret this Agreement, the prevailing Party is entitled to reasonable attorney's fees, costs, and expenses incurred.

"The Town"

"Redflex"

Farragut, Tennessee

Redflex Traffic Systems, Inc.

By: _____

Title:



Michael Finn

Vice President

EXHIBIT "A"

Designated Intersection Approaches

This Agreement is for the installation of up to 20 Designated Intersection Approaches including the eight (8) Designated Intersection Approaches that are already operational as of the Effective Date.

As of the Effective Date, the following Designated Intersection Approaches are operational:

<u>Redflex Identifier</u>	<u>System Location</u>	<u>Direction</u>
FGT-COKP-01	Concord Rd & Kingston Pike	NB
FGT-CSGC-01	Campbell Station Rd & Parkside Dr/Grigsby Chapel	SB
FGT-CSKP-01	Campbell Station Rd & Kingston Pike	SB
FGT-CSPA-01	Campbell Station Rd & Parkside Dr./Grigsby Chapel	NB
FGT-KPCO-01	Concord Rd. & Kingston Pike	EB
FGT-KPCS-01	Campebell Station Rd & Kingston Pike	EB
FGT-KPSM-01	Smith Rd & Kingston Pike	WB
FGT-SMKP-01	Smith Rd & Kingston Pike	SB

The following Designated Intersection Approaches may, at the election of the Customer, be installed after the Effective Date and according to a plan mutually agreed to between the Parties:

<u>Redflex Identifier</u>	<u>System Location</u>	<u>Direction</u>
TBD	Kingston Pike & Smith Rd.	EB
TBD	Kingston Pike & Concord Road at West End Avenue	WB

In addition to those Designated Intersection Approaches identified in this Exhibit D, the identification and installation of any additional Designated Intersection Approaches to be installed after the Effective Date, as mutually agreed to between the Parties, may be completed in accordance with the terms of this Agreement.

EXHIBIT "B"

Construction and Installation Obligations

The Parties shall have the following obligations with respect to any Designated Intersection Approach installed after the Effective Date ("New Designated Intersection Approach"):

Timeframe for Installation: Automated Photo Enforcement Program:

Prior to installing any New Designated Intersection Approach, the Town shall comply with Title 55, Chapter 8, Part 1, Section 55-8-198 of the Tennessee Code Annotated.

Redflex shall have any New Designated Intersection Approach installed and activated in accordance with the terms of this Agreement and as mutually agreed to between the Parties.

Redflex will use reasonable commercial efforts to install any New Designated Intersection Approach in accordance with the terms of this Agreement.

In order to provide the Customer with timely completion of the installation for any New Designated Intersection Approach, Redflex requires that the Customer assist with obtaining timely approval of permit requests. The Customer acknowledges the importance of any New Designated Intersection Approach to the safety program and undertakes that in order to keep the installation of any New Designated Intersection Approach 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) in reference to any New Designated Intersection Approach:
 - 1.1. Appoint the Redflex Project Manager to oversee the installation of any New Designated Intersection Approach;
 - 1.2. Request current "as-built" electronic engineering drawings for any New Designated Intersection Approach (the "Drawings") from the Town traffic engineer;
 - 1.3. Seek approval from the relevant Governmental Authorities having authority or jurisdiction over the construction and installation specifications for any New Designated Intersection Approach (collectively, the "Approvals"), which will include compliance with Town permit applications;
 - 1.4. Finalize the acquisition of the Approvals;
 - 1.5. Apply for and pay the business tax and registration tax for a business license, in accordance with the Town Code;
 - 1.6. Complete the installation and testing of all necessary Equipment, including hardware and software, at any New Designated Intersection Approach;
 - 1.7. Cause an electrical sub-contractor to complete all reasonably necessary electrical work at any New Designated Intersection Approach, 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;
 - 1.8. Install and test the functionality of any New Designated Intersection Approach with the Redflex System and establish fully operational Violation processing capability with the Redflex System;
 - 1.9. Implement the use of the Redflex System at any New Designated Intersection Approach;
 - 1.10. The Redflex Project Manager (or a reasonable alternate) shall be available to the Authorized Employee each day, on a reasonable best efforts basis.
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) with respect to any New Designated Intersection Approach:
 - 2.1. Appoint the Project Manager;
 - 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 New Intersection Approach or the functionality of the Program;
 - 2.4. Assist Redflex in seeking the Approvals;

- 2.5. Provide reasonable access to the Customer's properties and facilities in order to permit Redflex to install and test the functionality of any New Designated Intersection Approaches and the Program;
- 2.6. The Customer will allow Redflex to use existing conduit space as available; and
- 2.7. The Customer shall be responsible to provide and install LED traffic signal lights (yellow and red) at all enforced locations.

EXHIBIT "C"

Maintenance

In addition to the obligations set forth in Exhibit B to this Agreement, the Parties shall have the following obligations:

1. All repair and maintenance of the Program 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 Town of Farragut Engineering Department 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.
5. Redflex will make commercially reasonable efforts to promote Customer's successful utilization of the System, including but not limited to providing Customer with user guides, online help, online training and presentations (as available). Redflex will respond to helpdesk requests for support within 8 hours of the request except where circumstances beyond its control preclude a response within that time. Redflex will use commercially-reasonable efforts to respond to all other support requests within 24 hours for requests received during the period of 8 am to 5 pm Central Standard Time, Monday through Friday. The e-mail support specialist shall be responsible for receiving Customer reports of errors in the System, and, to the extent practicable over email or telephone, making commercially-reasonable efforts to assist the Customer in resolving the Customer's reported problems. If the problem cannot be resolved telephonically, Redflex will use commercially-reasonable efforts to restore functionality in accordance with System specifications within 72 hours of Redflex's receipt of the reported problem.
6. Redflex must promptly make available to the Town any and all upgrades and technology modifications, including but not limited to software, hardware, camera systems, violation detection systems upon the produces general availability (GA release readiness and not in alpha, beta and testing phases) as Redflex and the Town mutually agree. The upgrades and enhancements must be provided to the Town at no cost within thirty (30) days of Town's acceptance of the upgrade or enhancement.
7. In the event a camera system is knocked down or suffers vandalism rendering the approach inoperative, the Town will secure the camera system by removing the system from the scene and storing it in a secure location. Redflex must pay the Town for the reasonable cost of a Town maintenance team to secure Redflex's camera system when an after-hours callout is required. Redflex is not required to reimburse the Town when a Town maintenance team secures a camera system during regular business hours.
8. The Town shall notify Redflex as soon as possible if any camera system is knocked down or subject to vandalism.
9. The Town will notify Redflex as soon as possible of any fault or defect in the Equipment, System, Program, and services provided by Redflex of which the Town becomes aware.
10. 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;
11. The Customer shall provide on-going adequate electrical power in order to operate the Designated Intersection Approaches;
12. Customer is responsible for high speed Internet access necessary to operate the Systems.

EXHIBIT "D"

COMPENSATION & PRICING

PRICING PROVISIONS AND OPTIONS:

For all Citations captured by a Designated Intersection Approach existing as of the Effective Date ("Existing Intersection Approach"), the Customer agrees to pay Redflex a Per Paid Citation Fee of Thirty Dollars (\$30.00) per paid Citation. For all Citations captured by a New Designated Intersection Approach (defined on Exhibit B), the Customer agrees to pay Redflex a Per Paid Citation Fee of Thirty-Five Dollars (\$35.00) per paid Citation. The Parties shall share penalty late fees through a 50%-50% split.

BUSINESS ASSUMPTIONS FOR ALL PRICING PROVISIONS AND OPTIONS:

1. On an annual basis, the Parties shall meet at a time and place mutually agreeable between the Parties to discuss potential modifications to the pricing provisions of this Agreement. Any failure of the Parties to reach an agreement with respect to the potential modifications shall not be deemed to be a breach of this Agreement provided each Party acted in good faith. Furthermore, any failure of the Parties to reach an agreement with respect to the pricing provisions shall not constitute notice of a Party's intent not to renew the Agreement. If the Parties cannot agree to modify the pricing provisions and neither Party has submitted written notice to the other Party of its intent not to renew the Agreement as set forth in Section 2 above, the pricing provisions in effect at the time of the annual meeting shall continue in full force and effect. Customer agrees to pay Redflex within thirty (30) days after the invoice is received. A monthly late fee of 1.5% is payable for amounts Redflex is entitled to receive hereunder remaining unpaid 60 days from date of invoice, unless there is a good faith dispute concerning the amount of the invoice about which the Town has given Redflex written notice.
2. Fees charged for processing credit cards ("Merchant Fees") will be borne by the Customer and paid from the Customer portion of paid Citations. Online convenience fees are not considered Merchant Fees or revenue received or as payment toward the Per Paid Citation Fee to be paid by the Town. Online convenience fees are the responsibility of the violator and are passed solely onto Redflex.
3. Redflex shall be responsible for paying fees associated with the monthly lockbox, if the Parties decide to implement such services.
4. At the Town's request, Redflex can implement a default collection process managed by a third party collections expert with the aim of increasing violator compliance. If the Parties decide to use a third party collections expert, they shall do so in a written amendment to this Agreement that shall provide for any corresponding changes to the terms and conditions in this Agreement.

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 Program (actual print and production costs are the responsibility of Redflex).
2. The Customer shall not access the Redflex System or use the Program in any manner other than prescribed by law and which restricts or inhibits any other Person from using the Redflex System or the 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, 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 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.
6. The Parties shall agree on specific Business Rules governing the function and operation of the Redflex System.
7. Redflex shall perform Citation processing and Citation issuance/re-issuance for Authorized Violations;
8. Once a year, upon the written request of the Customer, 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 Program, (ii) for up to sixteen (16) hours in the aggregate, (iii) regarding the operation of the Redflex System and the 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; and
9. Customer shall 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;
10. Redflex shall assist the Customer in developing a public awareness strategy, which may include media and educational materials;
11. The Customer shall provide ongoing 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;
12. 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;
13. Redflex shall be solely responsible for installing required signage. Redflex shall be solely responsible for 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. The Customer shall determine the placement of such Signage. Redflex shall submit Signage design drawings and location to the Customer for approval prior to installation.

EXHIBIT "F"

Insurance

1. Redflex shall procure and maintain at Redflex's sole cost and expense the following insurance coverage 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 limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage, Two Million Dollars (\$2,000,000) Products-Completed Operations Aggregate and Two Million Dollars (\$2,000,000) General Aggregate;
 - Business Automobile Liability Insurance. Business 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, non-owned 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) each and every claim and in the Aggregate; and
 - 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 [STATE], and Employer's Liability Insurance with coverage of not less than:
 - \$1,000,000 Bodily Injury by Accident – Each Accident
 - \$1,000,000 Bodily Injury by Disease – Policy Limit
 - \$1,000,000 Bodily Injury by Disease – Each Employee
2. With respect to the Commercial General Liability Insurance the following additional provisions shall apply:
 - The Customer or Customers shall be named as additional insureds with respect to the Commercial General Liability insurance; and
 - The Commercial General Liability insurance shall be the primary insurance with respect to the Customer or Customers in connection with this Agreement, and any insurance or self-insurance maintained by the Customer or Customers shall be in excess, and not in contribution to, such insurance; and
 - The Commercial General Liability insurance shall include "Separation of Insureds" wording which states that such insurance coverage shall apply separately with respect to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or any rights or duties specifically assigned to Redflex in such insurance policies.
3. With respect to the insurance described above, Redflex shall not cancel or materially reduce the coverage without providing the Town thirty (30) days prior written notice by certified mail.
4. With respect to the insurance described above, if any of the Redflex Parties are notified by any insurer that such coverage will be materially reduced or cancelled, Redflex shall provide written notice within ten (10) business days of receipt of such notice to the Customer or Customers and shall take all necessary actions to correct such cancellation in coverage limits, and shall provide written notice to the Customer or Customers of the date and nature of such correction. If Redflex, for any reason, fails to maintain the insurance coverage required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement, and the Customer or Customers shall have the right, but not the obligation and exercisable in its/their 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, deduct from any amounts due to Redflex pursuant to this Agreement, any premium costs advanced by the Customer or Customers for such insurance. If the premium costs advanced by the Customer or Customers for such insurance exceed any amounts due to Redflex pursuant to this Agreement, Redflex shall promptly remit such excess amount to the Customer or Customers upon receipt of written notice thereof.
5. 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 or Customers prior to Redflex commencing any work pursuant to the terms of this Agreement.

Exhibit "G"

Intersection Approach 5-Year Amortization Schedule

Month	Months Remaining	Depreciation Expense	Unamortized Amount	Month	Months Remaining	Depreciation Expense	Unamortized Amount
0	60	\$ -	\$ 40,000.00	31	29	\$ 666.67	\$ 19,333.23
1	59	666.67	39,333.33	32	28	666.67	18,666.56
2	58	666.67	38,666.66	33	27	666.67	17,999.89
3	57	666.67	37,999.99	34	26	666.67	17,333.22
4	56	666.67	37,333.32	35	25	666.67	16,666.55
5	55	666.67	36,666.65	36	24	666.67	15,999.88
6	54	666.67	35,999.98	37	23	666.67	15,333.21
7	53	666.67	35,333.31	38	22	666.67	14,666.54
8	52	666.67	34,666.64	39	21	666.67	13,999.87
9	51	666.67	33,999.97	40	20	666.67	13,333.20
10	50	666.67	33,333.30	41	19	666.67	12,666.53
11	49	666.67	32,666.63	42	18	666.67	11,999.86
12	48	666.67	31,999.96	43	17	666.67	11,333.19
13	47	666.67	31,333.29	44	16	666.67	10,666.52
14	46	666.67	30,666.62	45	15	666.67	9,999.85
15	45	666.67	29,999.95	46	14	666.67	9,333.18
16	44	666.67	29,333.28	47	13	666.67	8,666.51
17	43	666.67	28,666.61	48	12	666.67	7,999.84
18	42	666.67	27,999.94	49	11	666.67	7,333.17
19	41	666.67	27,333.27	50	10	666.67	6,666.50
20	40	666.67	26,666.60	51	9	666.67	5,999.83
21	39	666.67	25,999.93	52	8	666.67	5,333.16
22	38	666.67	25,333.26	53	7	666.67	4,666.49
23	37	666.67	24,666.59	54	6	666.67	3,999.82
24	36	666.67	23,999.92	55	5	666.67	3,333.15
25	35	666.67	23,333.25	56	4	666.67	2,666.48
26	34	666.67	22,666.58	57	3	666.67	1,999.81
27	33	666.67	21,999.91	58	2	666.67	1,333.14
28	32	666.67	21,333.24	59	1	666.67	666.47
29	31	666.67	20,666.57	60	0	\$ 666.47	\$ -
30	30	\$ 666.67	\$ 19,999.90				