

CITY OF GERMANTOWN TENNESSEE

1930 South Germantown Road • Germantown, Tennessee 38138-2815
Phone (901) 757-7200 Fax (901) 757-7292 www.germantown-tn.gov

February 5, 2014

Board of Mayor and Aldermen
Municipal Center
Germantown, TN 38138

Dear Board Members:

The following is a brief summary of the agenda items to be discussed at the meeting of the Board of Mayor and Aldermen scheduled for Monday, February 10, beginning at 6:00 p.m.

1. **Call to Order**

The Mayor will call the meeting to order.

2. **Invocation**

Finance Director Ralph Gabb will give the invocation.

3. **Pledge of Allegiance**

Alderman Greg Marcom will lead the Pledge of Allegiance.

4. **Approval of Agenda**

The Board is asked to set the agenda for the meeting. Any additions or changes are to be made at this time.

5. **Approval of Minutes**

Approval is requested of the minutes of the meeting held January 27, 2014.

6. **Teacher of the Month Award**

Ms. Sarita Bansal, an algebra II teacher at Germantown High School, will receive the award.

7. **Youth Excellence Award**

Mr. Nick Raoul Schwartz, a senior at Memphis University School, will receive the award.

8. **Citizens to be Heard**

This item is to give citizens the opportunity to address the Board of Mayor and Aldermen on issues of concern.

9. **Automated Enforcement Study**

Tennessee Statute 55-8-198(g), *Unmanned Traffic Enforcement Cameras*, requires local governing bodies to conduct a traffic engineering study of the considered area prior to implementation of any new system. A survey of crashes from 2005-2010 at the three intersections where red light cameras operated showed that Poplar/Germantown intersection had 93 crashes, Germantown/Wolf River 86 crashes and Poplar/West had 67 crashes. Of these 246 crashes less than 5% were from red light violations. Kimley-Horn will also evaluate the other traffic signal intersections for a total of thirty-five and develop a prioritized list identifying the locations where it is likely that the installation of a red light enforcement camera would improve safety.

10. **Professional Services Agreement – Economic Development**

Under this professional services contract, Kathleen Rose will report directly to the city administrator and be responsible for executing the elements of our Economic Development Strategic Plan between February 2 and June 30, 2014. Ms. Rose will work out of the office of Economic and Community Development to allow her to work collaboratively with the planning and engineering staff. Under this structure she will also provide support services to the Economic Development Commission and the Industrial Development Board.

11. **Ordinance 2014-5 – Closure of Pete Mitchell Road – Second Reading**

An application has been filed to close a portion of Pete Mitchell Rd. The Whole Foods development plan proposes the closure of the street segment as a public thoroughfare and the construction of a crash gate south of the store's entrance drive. There will be no change to the section of Pete Mitchell Rd. south of the crash gate.

12. **Ordinance 2014-6 – Closure of McVay Road – First Reading – DEFERRED**

13. **Police Vehicles – Special Services Vehicles (SSV's)**

These vehicles to be purchased will be two 2014 Chevrolet Tahoe SSV 4x4 and will be purchased utilizing Federal and State Drug Funds. These vehicles will be used by the Chief and the SWAT Captain.

14. **Police Vehicle Purchase – Police Pursuit Vehicles**

The replacement vehicles purchased under this authorization are used in the day-to-day operations by the Police Department as patrol vehicles. The vehicles will be eight 2014 Ford Utility Police Interceptor vehicles from Golden Circle Ford Inc. in the amount of \$211,748.56.

15. **iRecord – Police Interview Room**

The iRecord system is tied into the City server and can be viewed by any computer monitor within the Investigative Division. The iRecord will bring the interview room up to date on cameras and microphones. The cost of the iRecord system is being paid for from seized funds from the Asset Forfeiture account saving taxpayer dollars. The system will be purchased from World Systems in the amount of \$17,554.00.

16. **CONSENT**

a. **Civic Support Grant – Germantown Arts Alliance**

The City has provided financial support for the Arts Alliance since its inception. The grant is in the amount of \$40,000.00.

b. **Donation – Fire Department – LAFS – Germantown Women's Club**

The Germantown Woman's Club, along with members Teresa Sweeney, Patricia Melvin, Susan Kingston, Karen Grant and Catherine King, wishes to donate \$258 to the Fire Department to be used by the LAFS Clown Troupe for public safety education.

If you have questions regarding any of these agenda items, do not hesitate to contact me prior to the meeting on the 10th.

Sincerely,

Patrick J. Lawton
City Administrator



CITY OF GERMANTOWN

TENNESSEE

1930 South Germantown Road • Germantown, Tennessee 38138-2815
Phone (901)757-7200 Fax (901)757-7292 www.germantown-tn.gov

Board of Mayor and Aldermen Meeting

Monday, February 10, 2014 – 6:00 p.m.
Council Chambers – Municipal Building

1. Call To Order
2. Invocation
3. Pledge of Allegiance
4. Approval of Agenda
5. Approval of Minutes
6. Teacher of the Month Award
7. Youth Excellence Award
8. Citizens to be Heard
9. Automated Enforcement Study
10. Professional Services Agreement – Economic Development
11. Ordinance 2014-5 - Closure of Pete Mitchell Road– Second Reading
12. Ordinance 2014-6 – Closure of McVay Road - First Reading - DEFERRED
13. Police Vehicles – Special Services Vehicles (SUV's)
14. Police Vehicle Purchase – Police Pursuit Vehicles
15. iRecord – Police Interview Room

16. **CONSENT**
 - a. Civic Support Grant – Germantown Arts Alliance
 - b. Donation – Fire Department – Laughs -Germantown Women's Club

The City of Germantown complies with the American with Disabilities Act. Should you need accommodations for this meeting, please call 757-7200 at least 48 hours in advance of the meeting.



CITY OF GERMANTOWN

REPORT TO: THE BOARD OF MAYOR AND ALDERMEN

DATE: February 10, 2014
FROM: Patrick J. Lawton, City Administrator
SUBJECT: SET AGENDA

INTRODUCTION:

The Agenda must be set before the meeting. The Board must agree on the contents of the agenda and make changes to the agenda before the meeting begins.

PROPOSED MOTION(S), RESOLUTION(S), OTHER ACTION:

To approve the agenda (as amended).

BOARD ACTION: _____ **MOTION BY:** _____ **SECONDED BY:** _____

VOTE/TOTAL	MARCOM	DRINNON	PALAZZOLO	OWENS	JANDA	GOLDSWORTHY
YES	Yes	Yes	Yes	Yes	Yes	Yes
NO	No	No	No	No	No	No
ABSTAIN	Abstain	Abstain	Abstain	Abstain	Abstain	Abstain

BOARD OF MAYOR AND ALDERMEN

January 27, 2014

A regular meeting of the Board of Mayor and Aldermen was held on Monday, January 27, 2014 at 6:00 p.m. in the Council Chambers of the Municipal Center.

Mayor Sharon Goldsworthy was present and presiding.

The following Aldermen were present: Greg Marcom, John Drinnon, Mike Palazzolo and Rocky Janda. Alderman Owens was absent. Staff present: Patrick Lawton, Debra Wiles, George Brogdon, Tim Gwaltney, Bo Mills, Susan Hopson, Chief John Selberg, Chief Richard Hall, Wade Morgan, Pam Beasley, Reynold Douglas, Butch Eder, Ralph Gabb, Lisa Piefer and Dotty Johnson.

Call to Order

Mayor Goldsworthy called the meeting to order at 6:00 p.m.

Invocation

Parks & Recreation Director Pam Beasley gave the invocation.

Pledge of Allegiance

Alderman Rocky Janda led the Pledge of Allegiance.

Approval of Agenda

The Board agreed to move the following agenda items to the Consent Agenda: #13 – Resolution 14R02 – Amendment to City of Germantown Defined Benefit Plan and #15 – Germantown Community Library Contract Extension.

Motion by Mr. Palazzolo, seconded by Mr. Janda, to approve the agenda as amended.

ROLL CALL: Marcom-yes, Drinnon-yes, Palazzolo-yes, Janda -yes. Motion approved.

Approval of Minutes

The Minutes were approved after corrections made during Executive Session.

Motion by Mr. Drinnon, seconded by Mr. Marcom, to approve the minutes of the Board of Mayor and Aldermen meeting held January 13, 2014.

ROLL CALL: Marcom-yes, Drinnon-yes, Palazzolo-yes, Janda -yes. Motion approved.

Proclamation

The Mayor asked Mary Anne Gibson, Austin Simons, John Coons, Jimmy Chancellor, George McGaha, and Bobby Lanier with the Germantown Horse Show and Parks and Recreation Director Pam Beasley to come forward. The Mayor read a proclamation recognizing work done by members of the Germantown Charity Horse Show. These men and women had worked tirelessly along with several local contractors to complete all major upgrades to the stable at the Farm Park, including installation of new metal roofing for the entire structure, exterior and interior painting, restoration of twelve stall doors, fabrication of new exterior carriage doors, restroom renovations, new lighting, upgrades to the electrical system, construction of a public hand washing station, office restoration, creation of a space for historical exhibits and interpretation and refurbishment of the outdoor grain tank. The in-kind gift to the City is valued at over \$250,000.

Citizens to be Heard

Alex Jekels, 2219 S. Germantown Road, spoke against Ordinance 2013-15. He stated that Bartlett and Collierville each allow only three liquor stores and we should do the same.

Board of Mayor and Aldermen

January 27, 2014

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Lacy Dougher, 3725 Classic Dr., came forward to speak against Ordinance 2013-15. Ms. Dougher quoted some percentages regarding the number of liquor stores and the relation of violent acts and teenage drinking. She asked the Board to slow down on this issue and really consider the issue.

Jason Gaia, 8394 Creek Bridge Dr., asked the Board to approve the ordinance. He gave examples where liquor stores could be opened. He felt that opening up T-5 and T-6 there would be very few places one would consider opening a liquor store.

Joan Terry, 7830 Dogwood Rd, stated she had come to accept the Whole Foods would be in their backyards. She stated they had asked for a real good boundary(screenscape). The Neighborhood Association had asked for a setback of 75 feet. The setback is on the other side of the wall that is on the line. She asked for some time to work out some of these issues.

Richard Glassman, 7787 Dogwood Rd., stated he had not received a letter, e-mail or anything from the developers and he serves as the chairman of the Dogwood Homeowners Association. He also stated that the developers had refused to meet with him. He felt things could be worked out as they had with the City when they put in the maintenance facility on Southern Ave. if the developers would just talk with him and the president of the Association.

Jimmy Luke, 2350 Carters Grove Lane, stated that he and his wife were the property owners of the proposed Whole Food Market site. They had received many proposals for that property. He felt Whole Foods was the first proposal that he felt would be first class and would complement the City.

Ralph Berry, 9276 Ingleside Farm South, stated he had been running a social media campaign for Whole Foods. He stated he was speaking for the 1,500 active supporters of bringing Whole Foods to Germantown. He stated the ways this project would benefit Germantown.

Charlie Oates, 4986 Minden, Memphis, is a Whole Foods Broker and had represented Whole Foods for 10 years. He had previously spoken before the Planning Commission to address the site decision, logic and strategy for choosing the site.

Ron Poe, 1581 Lawton Trail, stated he was representing Ms. Dolly Willis who is the current property owner of the property facing Pete Mitchell. He stated Ms. Willis' property was separate and apart, it has a T-4 rating and she would have the right, by zoning, to develop that property but she faces Pete Mitchell. In order to develop her property, Pete Mitchell Road would have to be incorporated into that and would most likely have to remain open. He felt it was an opportunity for the City and for the Luke and Willis property to be developed at the same time. He stated he felt the developers had worked very well with the citizens.

Pat Pitts, 2840 Quail Creek Cove, stated she was a member of Kingsway Christian Church. She was concerned for the members of the church getting in and out of the area especially making a left turn out of the church. She also asked if Whole Foods was going to put a brick wall up between Whole Foods and the church.

Wade Morgan stated that was not part of the plan but it could be addressed.

Mayor Goldsworthy recessed the Board of Mayor and Aldermen meeting and opened the Beer Board.

BEER BOARD

Public Hearing – Permit to Sell Beer for On-premise Consumption – AKASAKA Japanese Grill & Bar – 7685 Farmington Blvd.

City Administrator Patrick Lawton stated that this was for the new owner of AKASAKA. The request is for on-premise consumption. Ms. Lan Xa Le has complied with all requests and nothing has been found to discredit the new owner.

Mayor Goldsworthy opened the public hearing. Having no one come forward, the public hearing was closed.

Motion by Mr. Marcom, seconded by Mr. Palazzolo, to approve the request from Lan Xa Le for a permit to sell beer for on-premise consumption at AKASAKA located at 7685 Farmington Blvd.

ROLL CALL: Marcom-yes, Drinnon-no, Palazzolo-yes, Janda -yes. Motion approved.

Mayor Goldsworthy closed the Beer Board and reconvened the Board of Mayor and Aldermen.

BOARD OF MAYOR AND ALDERMEN

Public Hearing - Ordinance 2013-15– Amendment to Section 3 – 116 (Alcoholic Beverages – Location of Establishments) regarding zoning districts - Second Reading

Chief Planner Wade Morgan stated this was an amendment to the City's regulations on zoning for places that sell alcoholic beverages and it is the third and final reading. This is not a part of the Zoning Regulations, but it does relate to the required zoning of places that sell alcoholic beverages and to the provisions of the Smart Code. Currently, Section 3-116 limits places that sell alcoholic beverages to the C-2 (General Commercial) zoning district. When Smart Code and associated districts were adopted, Section 23-804 permitted Liquor Selling Establishments to be located in T-5 districts, subject to the approval of a warrant. Staff recommends that Section 3-116 be amended to include the SC-1 district as a permitted district, and the T-5 district as a permitted district, subject to the approval of a warrant.

In response to discussions at the last Board of Mayor and Aldermen meeting, the ordinance does include a T-6 zoning district.

Alderman Janda asked if this increased the number of liquor stores with this ordinance.

Mr. Morgan stated that the number of stores is set by another part of the ordinance. The number allowed in the ordinance is 10.

Alderman Palazzolo asked Council if the owners of the three existing stores could meet and set a distance requirement for wine and spirit stores. Also, would a new store be grandfathered in if the ordinance is passed tonight?

Ms. Wiles stated the City can establish the distance requirements in general but this is not current in the ordinance and the Board would have to pass an ordinance on three readings. If someone already has made application under this ordinance, it is likely that it would be grandfathered in so that any later distance requirements might not be applicable.

Alderman Janda asked if this ordinance could be tabled after the second reading.

Ms. Wiles stated the Board would have to address an amendment to the ordinance that would have a distance requirement. It would not be in the scope of the present deliberations.

Mayor Goldsworthy asked if the Board chose not to act to neither approve or deny but to defer, is that an appropriate action if it wanted to delay consideration of this amendment? Is that permissible procedure?

Board of Mayor and Aldermen

January 27, 2014

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Ms. Wiles stated yes one could choose to defer.

Alderman Drinnon asked what was the purpose of the request.

Mr. Morgan stated that with the T-5 and T-6 districts it was to clear up any inconsistency between the zoning regulations which allows liquor sales in the T-5 and the T-6 areas and the alcohol and beverage ordinance which only allows them in a C-2 district.

Alderman Palazzolo asked the Board to consider deferring this action under the auspices to allow the current providers to come up with a distance between liquor stores.

A discussion followed on the number of liquor stores our ordinances allow.

Motion by Mr. Palazzolo, seconded by Mr. Janda, to defer Ordinance 2013-15 on third reading and to bring it back at a later time.

ROLL CALL: Marcom-yes, Drinnon-yes, Palazzolo-yes, Janda -yes. Motion approved.

Public Hearing - Ordinance 2013-16 – Amendment to Chapter 23 – (Zoning Regulations) regarding accessory buildings structures - Second Reading

Mr. Morgan stated that various conflicts, unclear language and similar issues have been identified by staff as they implement the regulations on subdivisions business and dwellings. In some cases, the current regulations cause unnecessary delays and expenses to property owners, and can be confusing to staff, residents and business owners. This amendment addresses accessory building placement on double frontage lots. There had been no changes to the ordinance since the first reading.

Mayor Goldsworthy opened the public hearing. Having no one come forward, the public hearing was closed.

Motion by Mr. Janda, seconded by Mr. Marcom, to approve on second reading Ordinance 2013-16, which will amend Sections 23-187 (R-E District), 23-212 (RE-1 District), 23-236 (R District), 23-261 (R-1 District), 23-286 (R-2 District) and 23-311 (R-3 District) of the Zoning Regulations.

ROLL CALL: Marcom-yes, Drinnon-yes, Palazzolo-yes, Janda -yes. Motion approved.

Public Hearing - Ordinance 2013-17 – Amendment to Chapter 17 – (Subdivision Regulations) regarding Minor Subdivision Revisions - Second Reading

Mr. Morgan stated this is an amendment to the City's regulations on land uses and land use approval processes. The proposed amendment can be best described as "clean-up" amendments to address oversights, clarifications, and less-than-clear language. The amendment would add the word "revision" to the description, to make clear the intent relates to modifications to existing subdivisions, and not to the creation of new lots. There had been no changes to the amendment since the first reading.

Mayor Goldsworthy opened the public hearing. Having no one come forward, the public hearing was closed.

Motion by Mr. Janda, seconded by Mr. Palazzolo, to approve on second reading Ordinance 2013-17, which will amend Section 17-1 (Policies) of the Subdivision regulations.

ROLL CALL: Marcom-yes, Drinnon-yes, Palazzolo-yes, Janda -yes. Motion approved.

Professional Services Agreement – Germantown Athletic Club Renovation

Alderman Marcom recused himself from this agenda item and left the dais.

Athletic Club Director Phil Rogers stated this was a Professional Services Agreement with Fleming

Board of Mayor and Aldermen

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Architects and Fabian Designs to provide design services for the Germantown Athletic Club Renovation project.

The plan's recommended entry level improvements include customer service area enhancement, new administrative offices, new pro shop, new lounge and sales office. Also, the plan recommended relocating the running track and infilling the floor over a portion of the Gymnasium to allow for new cardio, Pilates, group exercise and spinning rooms. Lower level recommended improvements include the expansion of the men's and women's locker rooms, new yoga, group exercise, spa/massage and party rooms.

During the interviews by the evaluation team, it was clearly indicated that Fleming Architects and Fabiano Designs were the most responsive to our Request for Qualifications. Staff asked if they would be amenable to making a proposal as a joint venture on the project to the City. They agreed and submitted a proposal that staff reviewed and deemed acceptable. Funding for this project is from the Germantown Athletic Club fund and is included in the approved FY14 CIP Budget.

A discussion followed on the funding and the joint venture.

Motion by Mr. Dinnon, seconded by Mr. Palazzolo, to authorize the Mayor to enter into a Professional Services Agreement with Fleming Architects and Fabiano Designs in the amount of \$256,500.00 to provide design services for the Germantown Athletic Club Renovation project.

ROLL CALL: Marcom-recused, Drinnon=yes, Palazzolo=yes, Janda -yes. Motion approved.

Mr. Marcom returned to the dais.

Resolution 14R02 – Amendment to City of Germantown Defined Benefit Plan – MOVED TO CONSENT

Professional Services Agreement – Animal Shelter Expansion

Public Services Director Bo Mills explained the Animal Shelter is in need of some maintenance. The building has had several roof leaks and there is a visual exterior wood damage. Many of the internal doors and walls have corroded due to daily cleaning and sanitizing of the kennel areas. The isolation room is very small and located in an area no longer functional for housing strays and sick animals. A renovation is critical for operational effectiveness and long-term sustainability.

Barge, Waggoner, Sumner and Cannon, Inc. were the low bid for the engineering and design services. The scope of the process will include a field survey. The process includes design and site modifications required for the expansion and minor modifications to meet ADA access requirements. The development of specifications and engineering designated for the construction phase will include new floor finishes, wall repairs, internal and external door replacements, ADA modification to the two restrooms and roof decking and shingles. The expanded isolation/intake area will be approximately 63 square feet with a separate HVAC system isolated from the existing animal populations and office administration area.

Motion by Mr. Janda, seconded by Mr. Palazzolo, to authorize the Mayor to enter into a professional services agreement with Barge, Waggoner, Sumner and Cannon, inc. in the amount of \$33,900.00 for engineering and design services for the Germantown Animal Shelter Expansion.

ROLL CALL: Marcom=yes, Drinnon=yes, Palazzolo=yes, Janda -yes. Motion approved.

Germantown Community Library Contract Extension - MOVED TO CONSENT

Ordinance 2014-4 – Western Gateway Small Area Plan: Rezoning – First Reading

Alderman Marcom recused himself and left the dais.

Planner Marie Burgess presented this item to the Board. She explained that the Western Gateway area constitutes 58 acres and is strategically positioned to play a significant role in the future of Germantown's economic growth and vitality. This study was funded by a public/private partnership between the City and a consortium of private property owners, and is based on Smart Growth principles that encourage urban mixed-use walkable districts, similar to those in the City's Central Business District.

Mr. Morgan explained that the Western Gateway area encompasses five properties, all zoned differently: Old Germantown (OG-1), Multi-family Residential (R-T), Shopping Center (SC-1), General Commercial (C-2) and Office (O) Districts. The proposed zoning will designate the properties as General Urban (T-5), General Urban Restricted (T-5R) and Urban Core (T-6) per the Smart Code.

A discussion followed on the zoning of the property and if sufficient notices were sent out.

Motion by Mr. Palazzolo, seconded by Mr. Janda, to approve on first reading Ordinance 2014-4, the rezoning of the properties within the Western Gateway Small Area Plan encompassing the properties located between Poplar and Poplar Pike between the eastern boundary of 6755 Poplar (Ray Gill property) and the western boundary of the City of Germantown, and set February 24, 2014, as the date of the public hearing.

ROLL CALL: Marcom-recused, Drinnon-no, Palazzolo-yes, Janda -yes. Motion approved.

Resolution 14R03 – Approval of Saddle Creek South PUD

Mr. Morgan explained that approval of the PUD will allow the demolition of the dental office building at the southwest corner of Poplar and West St., the demolition of a portion of the existing Saddle Creek South building, and the construction of 42, 811 sq. ft. of new retail space. Saddle Creek South and West will total 88,845 sq. ft. of floor area when completed.

RESOLUTION 14R03

WHEREAS, Trademark Property Co. proposes the redevelopment of Saddle Creek South and Saddle Creek West shopping centers into a Planned Unit Development (PUD) to be known as Saddle Creek South PUD; and

WHEREAS, the developer requests approval of the PUD Site Plan as submitted to the City so as to modify the standard development and building requirements to meet current development objectives; and

WHEREAS, the proposed PUD Site Plan contemplates the closure of a portion of McVay Road, for which the developer will need to submit an application to be reviewed by the Planning Commission and Board of Mayor and Aldermen for their consideration and approval in accordance with the City's procedures for such closure.

NOW, THEREFORE, BE IT RESOLVED by the City of Germantown that,

1. The Saddle Creek South Planned Unit Development Site Plan is hereby approved, subject to the approval by the Board of Mayor and Aldermen of the closure of the portion of McVay Road as indicated on said Site Plan.

A discussion followed regarding the notification of the citizens living in The Timbers Subdivision and the reduction of parking spaces.

Motion by Mr. Marcom, seconded by Mr. Dinnon, to approve Resolution 14R03 for the Saddle Creek South Planned Unit Development outline plan.

ROLL CALL: Marcom-yes, Drinnon-yes, Palazzolo-yes, Janda -yes. Motion approved.

Whole Foods Market, Southeast Corner of Poplar Ave. and Pete Mitchell Rd. – Request Approval of Warrants

Alderman Marcom recused himself from hearing this agenda item and left the dais.

Mr. Morgan explained that there were five warrants associated with the approval of the site plan and building elevation plans for the Whole Foods Market proposed for the southeast corner of Poplar Ave. and Pete Mitchell Rd. Warrants are deviations from the strict requirements of the Smart Growth districts and must be approved by both the Planning Commission and the Board of Mayor and Aldermen.

Mr. Morgan gave a description of the warrants as follows:

1. The southern 250+/- feet of the site is within the T-4 District. Parking for a T-5 use within that area requires approval of a warrant.
2. The T-5 district requires the principal building entrance to be on Poplar Ave. (the Frontage Line)(section 23-767(10). The proposed building's entrance is on the southwest corner of the building, facing the main parking area.
3. The T-5 district requires all parking to be within the 3rd lot layer. Parking is proposed within the 1st and 3rd lot layers. Buildings on a non-pedestrian-oriented street (Poplar Ave.) may have parking on the frontage by warrant.
4. Parking within 50 feet of low density zoning is required to be parallel to the property line of the low density zoned property. The proposed parking is perpendicular to the property line.
5. The T-5 district sets a maximum of 205 parking spaces for a building of this size. The plan proposed 235 spaces so that a warrant in the additional 30 spaces is needed.

Warrant 1.

Motion by Mr. Palazzolo, seconded by Mr. Drinnon, to approve a warrant parking for aT-5 use within the T-4 District.

ROLL CALL: Marcom-recused, Drinnon-yes, Palazzolo-yes, Janda -yes. Motion approved.

Warrant 2:

Motion by Mr. Palazzolo, seconded by Mr. Janda, to approve a warrant allowing Principal Pedestrian Entrance to be at a location other than on a Frontage Line.

ROLL CALL: Marcom-recused, Drinnon-yes, Palazzolo-yes, Janda -yes. Motion approved.

Warrant 3:

Motion by Mr. Palazzolo, seconded by Mr. Janda, to approve a warrant allowing parking to be located within the 1st and 2nd lot layers.

ROLL CALL: Marcom-recused, Drinnon-yes, Palazzolo-yes, Janda -yes. Motion approved.

Warrant 4:

Motion by Mr. Palazzolo, seconded by Mr. Janda, to approve a warrant allowing parking to be perpendicular to the property line of low density residentially zoned property.

ROLL CALL: Marcom-recused, Drinnon-yes, Palazzolo-yes, Janda -yes. Motion approved.

Warrant 5:

Motion by Mr. Palazzolo, seconded by Mr. Janda, to approve a warrant allowing 235 parking spaces where a maximum of 205 spaces are allowed for a 41,050 sq. ft. retail function. (Sec. 23-805, table 11).

ROLL CALL: Marcom-recused, Drinnon-yes, Palazzolo-yes, Janda -yes. Motion approved.

A discussion followed regarding brick walls, the height of the walls and where they would be placed.

Ordinance 2014-5 – Closure of a Portion of Pete Mitchell Rd.

Alderman Marcom recused himself from hearing this item.

Mr. Morgan stated this is for the closure of the portion of Pete Mitchell Road between Poplar Ave. and the crash gate to be installed as a component of the Whole Foods Market.

The closure of Pete Mitchell Rd. is a component of the Whole Foods Market site plan, and the street's closure was approved by the Planning Commission.

Cypress Realty has filed an application to close a section of Pete Mitchell Rd. so the road can be incorporated into the Whole Food development plan and become an access drive to that store. The Whole Foods development plan proposes the closure of the street segment as a public thoroughfare and the construction of a crash gate south of the store's entrance drive. There will be no change to the section of Pete Mitchell Rd. south of the crash gate.

Motion by Mr. Drinnon, seconded by Mr. Palazzolo, to approve on first reading ordinance 2014-5, which will close Pete Mitchell Road, between Poplar Ave. and the crash gate to be constructed with the Whole Foods Market, to public traffic and set February 24 as public hearing date.

ROLL CALL: Marcom-recused, Drinnon-yes, Palazzolo-yes, Janda -yes. Motion approved.

Alderman Marcom returned to the dais.

CONSENT

Recognition of Donations – Germantown Library

The Library wishes to recognize the following organizations and individuals who have contributed to the Germantown Community Library: Mayor Sharon Goldsworthy \$1,200.00, Audrey Breeding \$50.00, Heritage Woman's Club \$600.00 and Friends of the Germantown Community Library \$1,559.50.

MOTION: To recognize donations to the Germantown Community Library totaling \$3,409.50 and approve Budget Adjustment No. 14-46.

Office Furniture Purchase – Fleet Services Shop

City staff worked with Business Interiors by STAPLES to provide layout and design services for the Fleet Services office and employee area. These furnishings are designed for a high level of workspace. The expenditures for the furniture are not to exceed \$26,479.20.

MOTION: To approve the purchase of Office Furniture from Business Interiors by STAPLES in the amount of \$26,479.20 and declare the replaced furniture as surplus.

Resolution 14R02 – Amendment to City of Germantown Defined Benefit Plan - Moved from Reg. Agenda

The amendments to the Defined Benefit Plan deal with Group Annuity Tables and qualified transportation expense. Amendment number 2 adopts applicable mortality tables for the Group Annuity Table under IRC 415(b)(2)(E). Amendment number 4 amends the plan under the Community Renewal Tax Relief Act of 2000 to include the definition of "Compensation" for the purposes of the plan. It deals with qualified transportation expense. The Internal Revenue Service requires that reimbursement be included in compensation for purposes of the plan.

MOTION: To adopt Resolution 14R02 – Amendment number 2 and 4e to the City of Germantown Defined Benefit Plan.

Germantown Community Library Contract Extension - Moved from Reg. Agenda

This is an agreement to extend the present contract with LSSI for 12 months. This action will serve as notice to LSSI that the City of Germantown will execute the option to use the third 12-month extension commencing in July 1, 2014 and ending June 30, 2015.

MOTION: To authorize the Mayor to enter into an agreement to extend the present contract for library services with LSSI for 12 months, effective until June 30, 2015.

Motion by Mr.Janda, seconded by Mr. Drinnon, to accept the Consent Agenda as amended.

ROLL CALL: Marcom-yes, Drinnon-yes, Palazzolo-yes, Janda -yes. Motion approved.

ADJOURNMENT

There being no further business to be brought before the Board, the regular meeting was adjourned.

Sharon Goldsworthy, Mayor

Dotty Johnson, City Clerk/Recorder



Agenda No. _____

CITY OF GERMANTOWN

REPORT TO: THE BOARD OF MAYOR AND ALDERMEN

DATE: February 10, 2014

FROM: Patrick J. Lawton, City Administrator

SUBJECT: January 2014 Teacher of the Month

The January 2014 Teacher of the Month is Ms. Sarita Bansal, an algebra II teacher at Germantown High School.

Ms. Bansal's students and colleagues attest to her dedication, commitment and collaborative spirit. She is the kind of teacher who makes those around her better through her contagious enthusiasm and desire to improve. Her Algebra II team made impressive gains in achievement last year, and Ms. Bansal's knowledge and work ethic contributed significantly to those gains. She is an important part of the GHS team who is up for anything she feels will improve the students' experiences, including chaperoning prom and covering pep rallies.

Ms. Bansal, please accept our appreciation for your commitment to Germantown students. Your award is sponsored by Wolfchase Toyota.

PREPARED BY: Stacey Ewell

Stacey Ewell, Assistant to the City Administrator



CITY OF GERMANTOWN

REPORT TO: THE BOARD OF MAYOR AND ALDERMEN

DATE: February 10, 2014

FROM: Patrick J. Lawton, City Administrator

SUBJECT: January 2014 Youth Excellence Award

The January 2014 Youth Excellence Award winner is Mr. Nick Raoul Schwartz, a senior at Memphis University School. He is the son of Rafi and Jacque Schwartz.

Nick's nominator describes him as a true embodiment of the MUS motto of truth and honor. His membership in multiple honors societies, including National Honor Society, Cum Laude and Mu Alpha Theta, attest not only to his scholarship but also to his character.

Nick is also very involved in his school outside the classroom. He was selected to be a school ambassador and volunteers three mornings each week for the MUS peer tutoring program. Nick is also a great influence on seventh-grade students through the student mentor program. Mentors are required to be exceptional role models and exemplify a drug and alcohol-free lifestyle. He serves on the student council and civic service organization and is vice president of the school's Future Business Leaders of America.

In recognition of his commitment to excellence, the Germantown Education Commission is proud to present Nick Schwartz with the Germantown Youth Excellence Award.

PREPARED BY: Stacey Ewell

Stacey Ewell, Assistant to the City Administrator



CITY OF GERMANTOWN

REPORT TO: THE BOARD OF MAYOR AND ALDERMEN

DATE: February 10, 2014

FROM: Patrick J. Lawton, City Administrator

SUBJECT: TRAFFIC ENGINEERING STUDY FOR AUTOMATED ENFORCEMENT PROGRAM

INTRODUCTION:

The purpose of this agenda item is to request the Board's authorization to enter into a professional services agreement with Kimley-Horn & Associates, Inc. to complete an in-depth traffic engineering study to determine the need for the automated enforcement cameras at a cost of \$30,100.00.

BACKGROUND:

The City of Germantown has had three intersections with red light cameras operating to reduce the amount of traffic crashes caused by disregarding the red light signals. The automated enforcement program has been in place since 2002 with the goal of reducing the number of traffic crashes and to save the lives of the community's citizens.

DISCUSSION:

The purpose of the engineering study is to determine the need for the automated enforcement at the three intersections that were being monitored since the program inception. In addition Kimley-Horn will evaluate the other a total of thirty-five traffic signal intersections and develop a prioritized list identifying the locations where it is likely that the installation of a red light enforcement camera would improve safety. Kimley-Horn's proposal is attached for review. There are three (3) tasks identified in the proposal at a requested amount of \$30,100.00.

BUDGET AND STAFFING IMPACT:

Source of Funding:

<u>Fund</u>	<u>Line Item No.</u>	<u>Dept.</u>	<u>Line Item Description</u>	<u>Budget Balance</u>	<u>Recommended Expenditure</u>
Automated Enforcement	012-2015-425.2540	Police	Prof. Svcs. Consulting	\$32,000.00	\$30,100.00

VISION 2020:

This purchase supports the Vision 2020 Public Safety Plan Goal 3 and the objectives of having the right equipment and resources available to handle the emergency response and City Services and Finances Goal 22 of investing in maintaining and upgrading the City's facilities and infrastructure.

ATTACHMENTS:

Kimley-Horn Proposal

PREPARED BY: Michael C. Berkes
Michael C. Berkes, Captain

REVIEWED BY: Richard L. Hall
Richard Hall, Chief

REVIEWED BY: Ralph J. Gabb
Ralph J. Gabb, Finance Director

REVIEWED BY: Lisa A. Piefer
Lisa A. Piefer, Procurement Director

PROPOSED MOTION(S), RESOLUTION(S), OTHER ACTION:
To authorize the Mayor to enter into a professional services agreement with Kimley-Horn & Associates Inc. for the Automated Enforcement Program Traffic Engineering Study at the cost of \$30,100.00.

BOARD ACTION: MOTION BY: SECONDED BY:

VOTE/TOTAL	MARCOM	DRINNON	PALAZZOLO	OWENS	JANDA	GOLDSWORTHY
YES	Yes	Yes	Yes	Yes	Yes	Yes
NO	No	No	No	No	No	No
ABSTAIN	Abstain	Abstain	Abstain	Abstain	Abstain	Abstain

January 9, 2014

Mr. Tim Gwaltney, P.E.
City Engineer
City of Germantown
1920 South Germantown Road
Germantown, Tennessee 38138

Re: Scope of Services to Evaluate the Need for Red Light Enforcement
Cameras

Dear Mr. Gwaltney:

Kimley-Horn and Associates, Inc. ("KHA" or "the Consultant") is pleased to submit this scope of services (the "Scope") to the City of Germantown ("the Client") for providing professional traffic engineering services to evaluate the need to install red light camera enforcement at intersections in the City. Our project understanding, scope of services, schedule, and fee are below.

Project Understanding

There are 38 signalized intersections in the City of Germantown. The City removed cameras used for red light photo enforcement at three signalized intersections for maintenance, upgrades, and roadway construction. Consistent with the Tennessee unmanned traffic enforcement camera law (TCA 55-8-198(g)), to reinstall the red light enforcement cameras at these locations, an engineering study must be performed. Kimley-Horn will provide traffic engineering services to prepare the red light enforcement camera studies at the following intersections:

- Germantown Road at Wolf River Boulevard,
- Poplar Avenue at Farmington Road / West Street, and
- Poplar Avenue at Germantown Road.

The purpose of the engineering study is to determine the need for red light camera enforcement at these three intersections. In addition, Kimley-Horn will evaluate the other signalized intersections in Germantown and develop a prioritized list identifying the locations where it is likely that the installation of a

red light enforcement camera would improve safety. A description of the services to be performed is provided in the following Scope of Work.

Scope of Services

Task 1 - Data Collection

Kimley-Horn will obtain the following data as available:

Traffic Count Data –

Kimley-Horn will use existing traffic count data for the analysis. Existing data will be obtained from the following sources:

- 24-hour traffic count data in areas near the existing signalized intersections from the TDOT's Advanced Data Management system (ADAM) for the following count stations in the vicinity of the signalized intersections:
 - Station 102, Poplar Avenue – West of Miller Farms Road
 - Station 103, Germantown Road – North of Wolf River Parkway
 - Station 229, Poplar Avenue – West of Forest Hill-Irene Road
 - Station 776, Poplar Estates Parkway – North of Poplar Avenue
 - Station 868, Poplar Pike Road – West of Hacks Cross Road
 - Station 869, Oakleigh Lane – South of Poplar Avenue
 - Station 872, West Street – South of Poplar Avenue
 - Station 873, Riverdale Road – North of Poplar Avenue
 - Station 876, Farmington Boulevard – North of Poplar Avenue
 - Station 877, Exeter Road – South of Farmington Boulevard
 - Station 878, Farmington Boulevard – East of Exeter Road
 - Station 905, Farmington Boulevard – East of Allenby
 - Station 953, Neshoba Road – East of Germantown Parkway
 - Station 954, Kimbrough Road – South of Farmington Boulevard
 - Station 962, Forest Hill – Irene Road – North of Poplar Pike
 - Station 963, Forest Hill-Irene Road – North
 - Station 964, Forest Hill-Irene Road – South of Wolf River Parkway
 - Station 987, Winchester Road – East of Forest Hill-Irene Road
 - Station 1017, Riverdale Road – South of Wolf River Parkway
 - Station 1021, Kimbrough Road – North of Neshoba Road
 - Station 1022, Wolf River Boulevard – East of Germantown Road
 - Station 1044, Johnson Road – South of Wolf River Parkway
 - Station 1045, Wolf River Parkway – East of Dogwood Grove Road
 - 24-hour traffic count data for the approaches to the intersection of Germantown Road and Wolf River Boulevard (December 11-18, 2013)
 - Turning movement count data for the other intersections from previous projects conducted for the City of Germantown and Shelby County.
-

The available existing counts were reviewed and the following intersections were identified that require 24-hour road tube counts:

- Germantown Road at Methodist Driveway
- Farmington Boulevard at Allenby Road
- Wolf River Boulevard at Kimbrough Road
- Wolf River Boulevard at Farmington Boulevard

Crash and Enforcement Data -

- Crash data from the Tennessee Integrated Traffic Analysis Network (TITAN) for the three most current years for all signalized intersections
- Crash data from the City of Germantown Police Department for the three years prior to and following the installation of the red light camera enforcement system at each of the three intersections where the enforcement cameras were previously installed
- Counts of red light violations at the intersections from the City of Germantown Police Department from observations or from the previous video camera systems, as available.

Intersection Inventory Information –

Kimley-Horn will collect field data for the three primary intersections to be studied and three additional intersections that have the highest crash rates for the types of crashes that could be prevented or reduced due to the installation of red light enforcement cameras. These three additional intersections will be determined as part of the Task 2 analysis. This field data will consist of existing conditions, such as geometry, grade of approaches, pavement conditions, laneage, signing, striping, signal infrastructure, and signal timings. Traffic operating characteristics, such as vehicle approach speeds, right turns on red, pedestrian use, and truck use will be observed. The signal timing parameters will be obtained from the traffic signal controller. This information will consist of the timing and cycle length, yellow change interval, all-red clearance interval, and coordination data. Kimley-Horn will identify the location of advance detection from traffic signal plans provided by the City of Germantown. Kimley-Horn will observe the visibility and conspicuity features of the signals. This will consist of the sight distance to signals, the position of signals, and the conspicuity of signals.

Deliverables:

- Intersection inventory forms in PDF file format to the Client.

Task 2 – Analysis

Kimley-Horn will conduct analyses of the intersections using standard engineering practice. The Institute of Transportation Engineers' (ITE) document,

Making Intersections Safer: A Toolbox of Engineering Countermeasures to Reduce Red-Light Running. An Informational Report, will be used as a general guide in the evaluation. Other documents, such as the American Association of State Highway and Transportation Officials' (AASHTO) *Highway Safety Manual* will also be used in the evaluation.

To identify the potential red light running problems at the signalized intersections, Kimley-Horn will compare the actual intersection crash rates to the Tennessee statewide average crash rate and the critical crash rate for similar locations. There is no established crash rate threshold for installation of unmanned red light enforcement cameras, but the actual crash rate compared to critical crash rate will help identify if there is a safety problem at the study intersections.

Kimley-Horn will summarize the crash data based on the types of crashes influenced by installation of red light cameras. The data will be summarized by intersection, approach, and severity for the following crash types:

- Right-angle and left-turn opposite direction crashes, and
- Rear-end crashes.

Kimley-Horn will quantify the number of crashes over the previous three years for these types of crashes based on information contained in the crash data for each intersection approach. For the three primary study intersections, the data will be used as part of the red light enforcement camera evaluation. For the remaining signalized intersections, the intersections will be ranked based on the number of crashes that are likely due to red light running, with the three intersections with the highest crash rates being identified for further study along with the three primary study intersections.

Kimley-Horn will meet with representatives of the City of Germantown Police Department to discuss safety and enforcement issues associated with the study area intersections. Kimley-Horn will meet with the City Engineer to present this information and make a recommendation for the six intersections for further study.

The red light running problem is more difficult to define using the violation rate due to the different methods of estimating the rate prior to and after installation of the red light camera systems previously at the primary study intersections. Kimley-Horn will, however, compare the violation rate prior to the installation of the red light cameras at these three locations to that following their installation for each intersection, depending upon the availability of the data. Kimley-Horn

will also review the violation rate for the intersections since the installation of the red light cameras and will report any trends apparent from the data.

Kimley-Horn will evaluate the traffic signal yellow and all-red clearance intervals for all of the approaches at each of the six study intersections. The clearance interval will be checked based on requirements in the *Manual on Uniform Traffic Control Devices, 2009 Edition* (MUTCD), and guidance provided by the Institute of Transportation Engineers (ITE).

If it is determined that there is a safety or enforcement problem associated with red light running at any of the six study intersections, Kimley-Horn will evaluate potential countermeasures to address the problem. Countermeasures could include adjustments to traffic signal clearance intervals or timing, adjustments to intersection marking and signing, installation or reinstallation of unmanned red light enforcement cameras, or other measures based on identified deficiencies.

Deliverables:

- Crash rate calculations in PDF file format to the Client
- Summary crash data in PDF file format to the Client
- Red light violation summary in PDF file format to the Client
- Minutes from the meeting with the City of Germantown Police Department in PDF file format to the Client
- Minutes from meeting with City Engineer in PDF format to the Client
- Clearance interval calculations in PDF file format to the Client
- List of countermeasures in PDF file format to the Client
- Recommendations for intersections at which to install red light enforcement cameras in PDF file format to the Client

Task 3 – Develop Study Report

Kimley-Horn will develop a draft project report that summarizes the data collection effort and the analysis of the study intersections. The report will include mapping and figures necessary to convey the analysis and results. If changes to the traffic signal clearance intervals are required based on the analysis, Kimley-Horn will provide signal timing coding sheets to the City of Germantown and to the City of Memphis Traffic Signal Maintenance Division. Design elements, such as signing, striping, markings, or traffic signal modifications are not included in this scope, and if required, will be conducted in accordance with the Additional Services clause of this agreement. Kimley-Horn will meet with City of Germantown Engineering to discuss the preliminary results and the draft report. Kimley-Horn will revise the draft report and submit the final document to the City.

Deliverables:

- Draft project report in PDF file format to the Client
- Traffic signal timing coding sheets in PDF file format to the Client and Memphis Signal Maintenance
- Final project report in PDF file format to the Client

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Traffic count data collection,
- Design plans associated with the countermeasures,
- Traffic signal timing to provide enhanced traffic flow,

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client will provide Kimley-Horn access to the TITAN crash database.

Schedule

We will provide our services as expeditiously as practicable to meet a mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the services identified in the Scope of Services for the total lump sum fee of \$30,100.00. All permitting, application, and similar project fees will be paid directly by the Client. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice.



Closure

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please provide the following information:

___ Please email all invoices to _____

___ Please copy _____

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'J. Collins'.

By: James F. Collins, P.E.
Principal



CITY OF GERMANTOWN

REPORT TO: THE BOARD OF MAYOR AND ALDERMEN**DATE:** February 10, 2014**FROM:** Patrick J. Lawton, City Administrator**SUBJECT: PROFESSIONAL SERVICES AGREEMENT – ECONOMIC DEVELOPMENT**

INTRODUCTION: The Board’s consideration of this agenda item is to authorize the mayor to execute a professional services agreement with Kathleen Rose to assist in the execution of the City’s economic development strategic plan.

BACKGROUND:

In September 2012 the Board of Mayor and Aldermen adopted an Economic Development Strategic Plan for the long-term economic sustainability of our community. The plan included a “how to” guide for operationalizing the strategic plan and specific performance metrics to measure our success. One of the recommendations from the plan was the establishment of a stronger business development advocacy function within city government through the employment of an economic development director.

DISCUSSION:

Under this professional services contract, Kathleen Rose will report directly to the city administrator and be responsible for executing the elements of our Economic Development Strategic Plan between February 10 and June 30, 2014. Ms. Rose will work out of the office of Economic and Community Development to allow her to work collaboratively with the planning and engineering staff. Under this structure she will also provide support services to the Economic Development Commission and the Industrial Development Board.

Ms. Rose will serve as the overall project manager for this engagement. However, the City will also have the expertise of the entire Rose and Associates firm. Under this proposal work will be performed on and off-site for up to 18 hours per week. See attached scope of services.

The contract is for a five month period. The professional service fee under this retainer is \$37,500 with reimbursable expenses not to exceed \$2,500 per month.

BUDGET AND STAFFING IMPACT:

The city administrator will serve as project administrator during the contract period.

Source of Funding:

<u>Fund</u>	<u>Line Item No.</u>	<u>Dept.</u>	<u>Line Item Description</u>	<u>Budget Balance</u>	<u>Recommended Expenditure</u>
General	010-1610-438.2540	Economic and Community Development	Professional Services Consulting	\$119,807.01	\$37,500



Agenda No. _____

CITY OF GERMANTOWN

REPORT TO: THE BOARD OF MAYOR AND ALDERMEN

DATE: February 10, 2014

FROM: Patrick J. Lawton, City Administrator

SUBJECT: Ordinance 2014-05 - Closure of a Portion of Pete Mitchell Rd. – Second Reading

INTRODUCTION: The purpose of this agenda item is to approve on second reading the closure of the portion of Pete Mitchell Road between Poplar Ave. and the crash gate to be installed as a component of the Whole Foods Market. The specific action requested is the approval of an ordinance that will close that portion of the street as a public thoroughfare. A public hearing will be held on February 24, 2014.

BACKGROUND: Pete Mitchell Road is a one-way street connecting Poplar Ave. to Dogwood Rd. The street right-of-way was never formally dedicated to the City, but as with many older streets, the City has an easement for use of Pete Mitchell Road as a public street. The real property underlying Pete Mitchell Road is owned to the centerline by Roncevaux Pass, LLC on the east and Norwood 2002 Family Trust on the west. Cypress Realty Holdings Company, developer of the Whole Foods Market project, recently contracted to purchase the real property underlying the roadway as well as the Whole Foods Market site. The closure of a portion of Pete Mitchell Rd. is a component of the Whole Foods Market site plan in order to insulate adjoining residential property owners from traffic to the commercial site. The street's closure was approved by the Planning Commission on January 21, 2014.

DISCUSSION: An application has been filed to close a portion of Pete Mitchell Rd. The Whole Foods development plan proposes the closure of the street segment as a public thoroughfare and the construction of a crash gate south of the store's entrance drive. There will be no change to the section of Pete Mitchell Rd. south of the crash gate.

VISION 2020: Approval of the closure is supported by Goal 8 (Vibrant Quality Retail Economy) and the objective of "Retail businesses generating revenues for the City helping to balance our tax base".

BUDGET AND STAFFING IMPACT: Engineering and Planning staff will spend time and resources reviewing the construction plans for the Whole Foods Market project which will incorporate the road closure and crash gate, and Construction Inspection staff will spend time inspecting the project during the construction phase. The amount of time required is difficult to estimate, but will likely be substantial, owing to the size and complexity of the development. Those costs will be defrayed by the fees for Plan Review and Construction Inspection, which are set out in the project development contract.

Prepared by: Wade Morgan
Wade Morgan, Chief Planner

ATTACHMENTS:

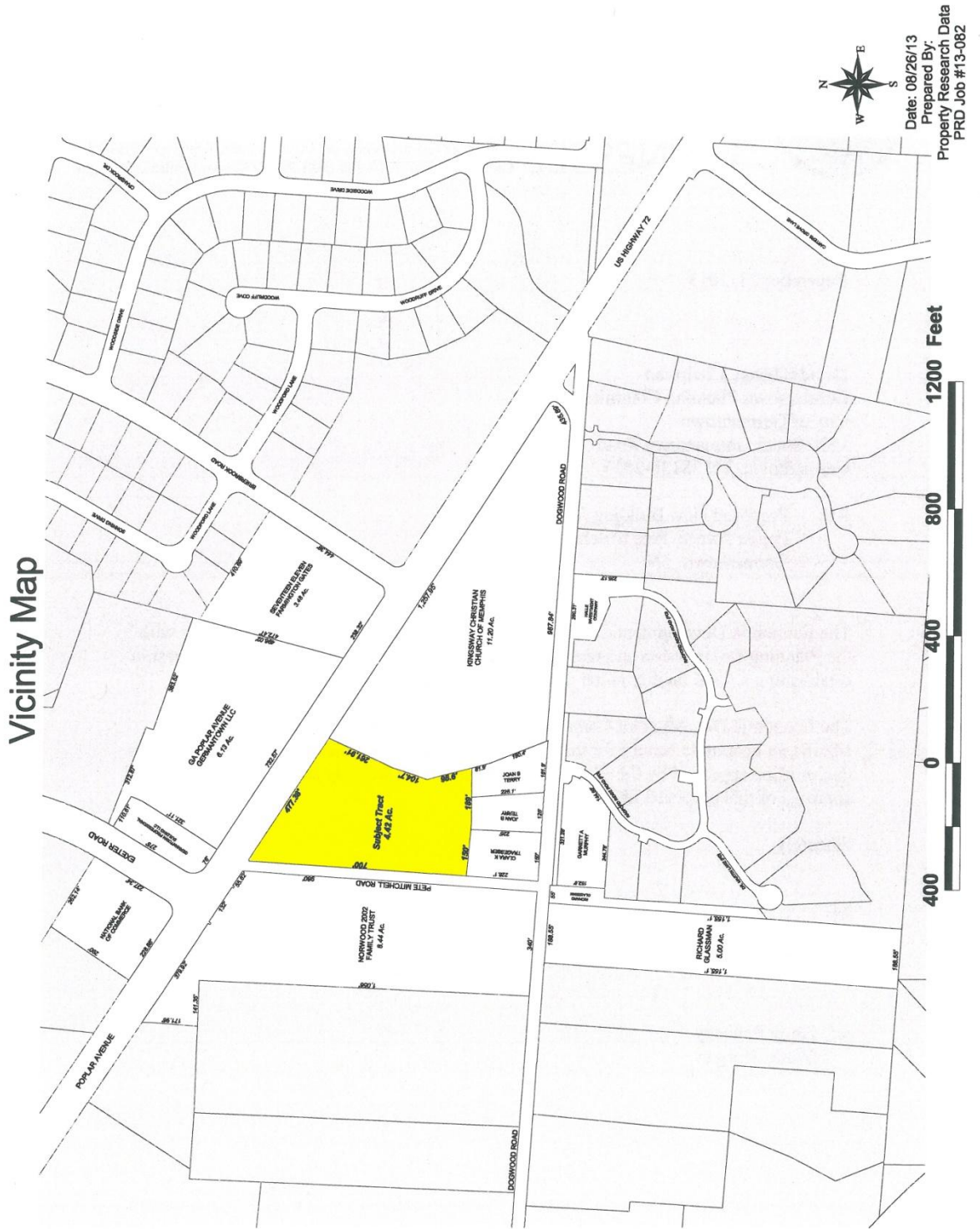
1. Vicinity Map
2. Whole Foods Store Site Plan
3. Portion of Pete Mitchell to be Closed
4. Survey
5. Ownership Disclosure Form
6. Ordinance 2014-05
7. Planning Commission minutes – January 21, 2014

PROPOSED MOTION: To approve on second reading ordinance 2014-05, which will close as a public street that portion of Pete Mitchell Road between Poplar Avenue and an emergency access gate to be constructed as shown on the Whole Food Market final site plan.

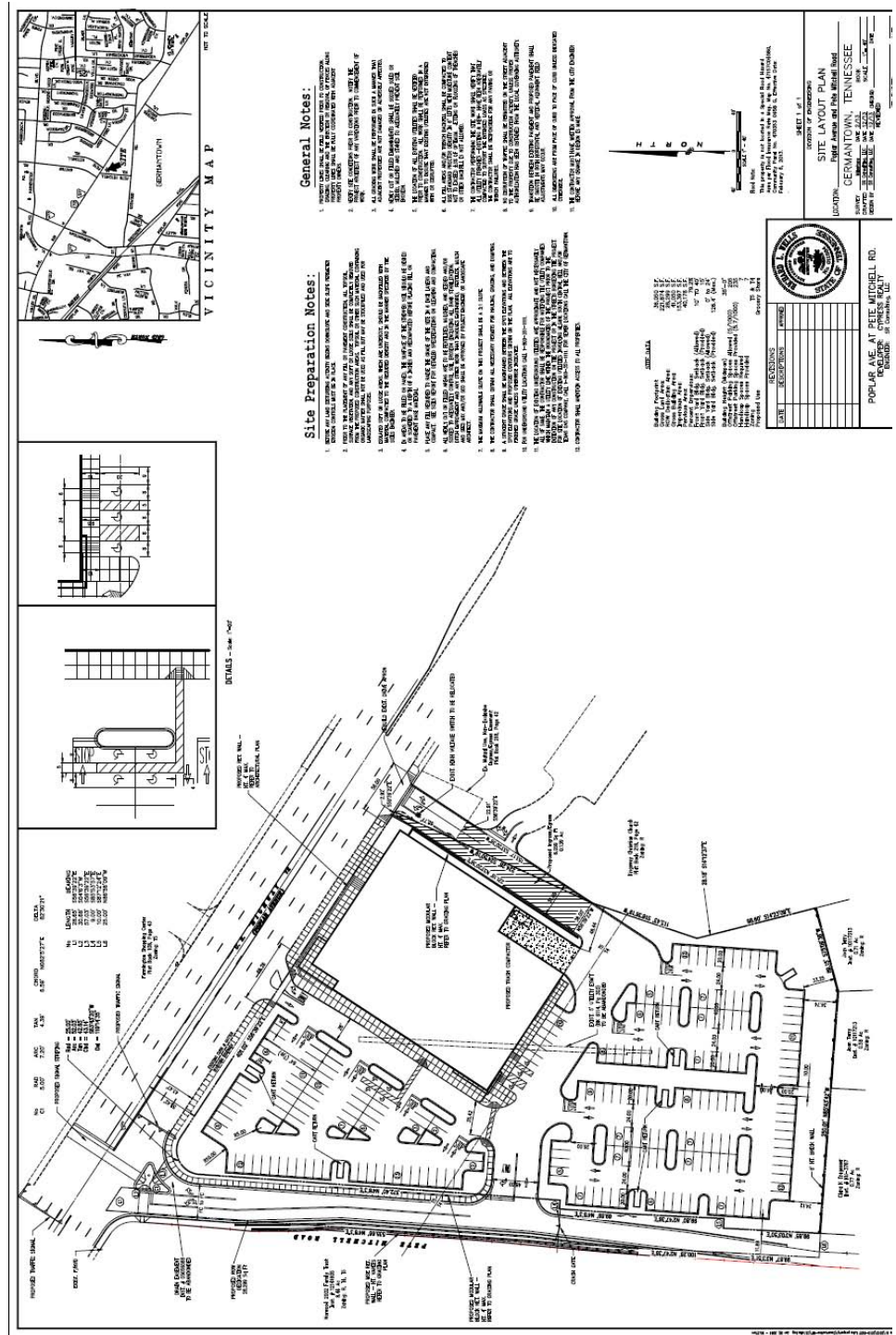
BOARD ACTION: MOTION BY: _____ **SECONDED BY:** _____

VOTE/TOTAL	MARCOM	DRINNON	PALAZZOLO	OWENS	JANDA	GOLDSWORTHY
YES	Yes	Yes	Yes	Yes	Yes	Yes
NO	No	No	No	No	No	No
ABSTAIN	Abstain	Abstain	Abstain	Abstain	Abstain	Abstain

ATTACHMENT 1: VICINITY



ATTACHMENT 2: WHOLE FOODS MARKET SITE PLAN

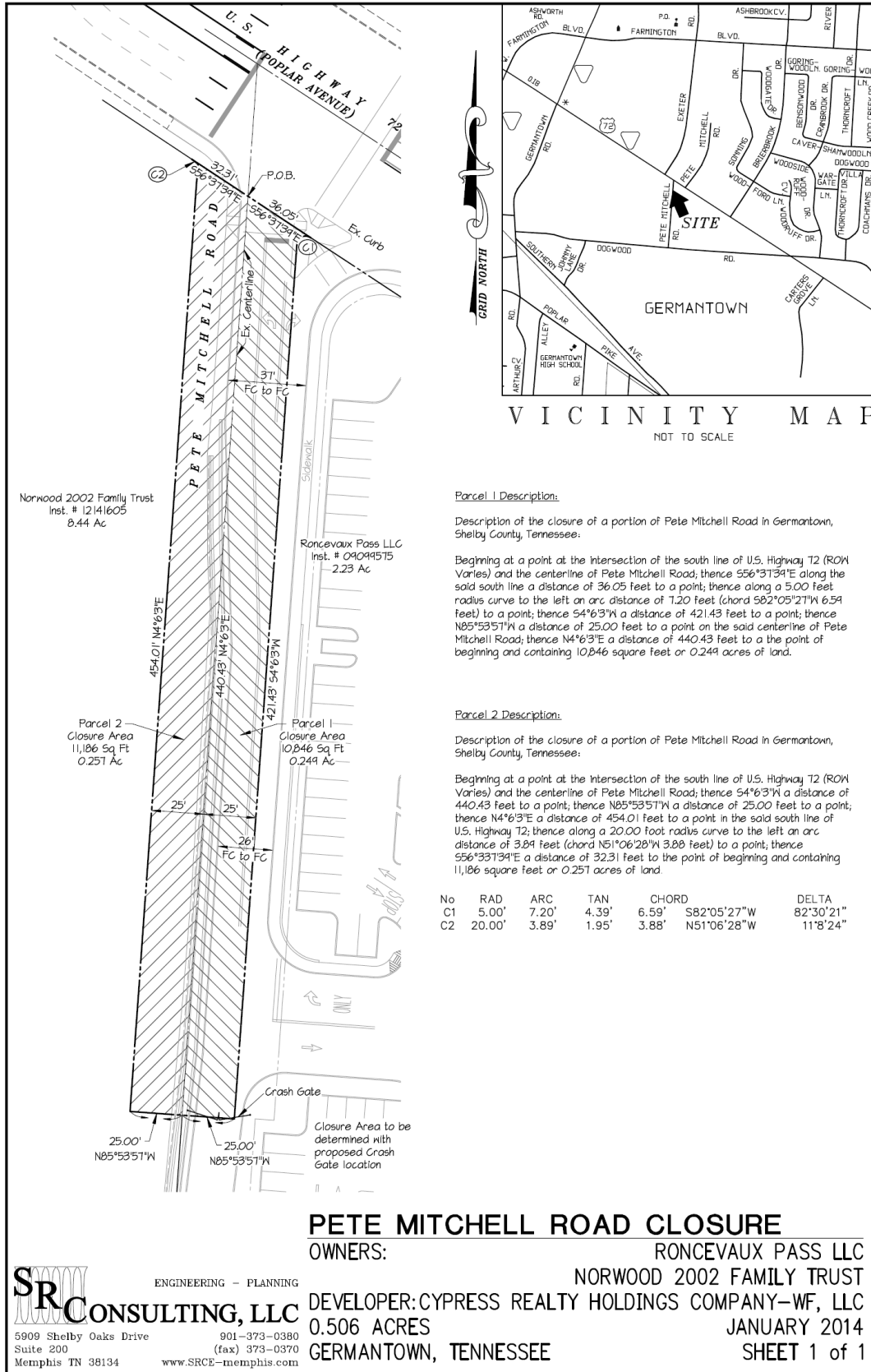


Board of Mayor and Aldermen, 2/10/14

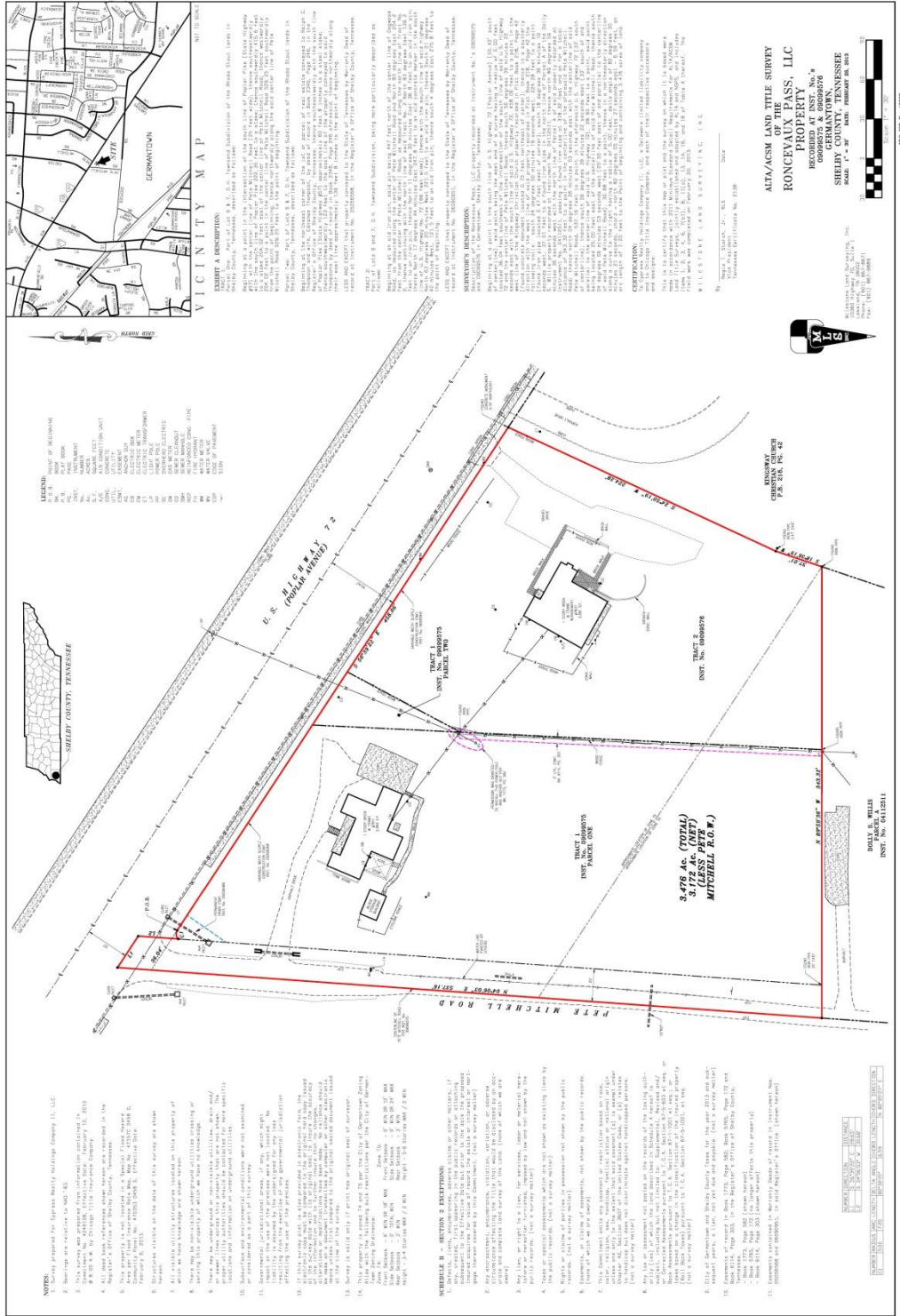
Pete Mitchell Rd. closure

Page 5

ATTACHMENT 3: PORTION OF PETE MITCHELL RD TO BE CLOSED



ATTACHMENT 4: SURVEY



ATA/ACSM LAND TITLE SURVEY
RONCEVAUX PASS, LLC
RECORDED AT INST. No. 7
SUBJECT TO INSTRUMENT NO. 6
SHILBY COUNTY, TENNESSEE
DATE: 11-10-13 DATE RECORDED: 11-13-13
MULTI-PARTIAL LAND SURVEYING, L.L.C.
2020 WEST HARRISON STREET, SUITE 200
MEMPHIS, TENNESSEE 38104
PHONE: (901) 876-0088
FAX: (901) 876-0099
www.mlsurveying.com

SCALE: 1" = 40'
DATE: 11-10-13

DATE: 11-10-13
DRAWN BY: [Name]

INSR. NO. 68809076
R.B. SIDA, P.C. #2

INSR. NO. 68809076
R.B. SIDA, P.C. #2

INSR. NO. 68809076
R.B. SIDA, P.C. #2

INSR. NO. 68809076
R.B. SIDA, P.C. #2

INSR. NO. 68809076
R.B. SIDA, P.C. #2

ATTACHMENT 5:DISCLOSURE OF OWNERSHIP

CITY OF GERMANTOWN PLANNING COMMISSION APPLICATION	
(Please <input checked="" type="checkbox"/> all that apply): <input type="checkbox"/> Sketch Plan; <input type="checkbox"/> Preliminary Site Plan; <input type="checkbox"/> Final Site Plan <input type="checkbox"/> Preliminary Plat; <input type="checkbox"/> Final Plat <input type="checkbox"/> Grading / Tree Removal; <input type="checkbox"/> WTF (Wireless Transmission Facility)	
<input type="checkbox"/> Rezoning From: _____ To: _____	
<input checked="" type="checkbox"/> Other: Street Closure: Pete Mitchell Road	
<input checked="" type="checkbox"/> Submittal Date: December 13, 2013	
PROJECT INFORMATION	
Name: Pete Mitchell Road Closure	
Address: 7811 Highway 72 and 7772 Dogwood Road	
Project Location Description: At the southwest and southeast corner of the intersection of Poplar Avenue with Pete Mitchell Road	
No. of Acres: 0.534	
PLEASE ATTACH A LETTER EXPLAINING THE PROJECT, IN DETAIL, AND LISTING ALL VARIANCES FROM THE SUBDIVISION AND ZONING REGULATIONS.	
OWNER/DEVELOPER INFORMATION	
Name: See Attached Address: _____	
Phone No.: _____ Fax No.: _____	
Email Address: _____	
AGENT/REPRESENTATIVE INFORMATION	
Name: Cindy Reaves Title: Partner	
Company Name: SR Consulting, LLC Address: 5909 Shelby Oaks Drive, Suite 200 Memphis, TN 38134	
Phone No.: 901-373-0380 Fax No.: 901-373-0370	
Email Address: cindy@srce-memphis.com	
Who will represent this proposal at the Planning Commission meeting? Cindy Reaves	
ENGINEER/SURVEYOR INFORMATION	
Engineer Name: SR Consulting, LLC Address: 5909 Shelby Oaks Drive, Suite 200 Memphis, TN 38134	
Phone No. 901-373-0380 Fax No.: 901-373-0370	
Email Address: cindy@srce-memphis.com	
Surveyor Name: Milestone Land Surveying, Inc. Address: 10360 Highway 70, Suite 1 Lakeland, TN 38002	
Phone No.: 901-867-8671 Fax No.: 901-867-9889	
Email Address: milestoncls@bellsouth.net	

OWNER/DEVELOPER INFORMATION

OWNERS:

Name: Roncevaux Pass LLC

Address: P.O. Box 382840
Germantown, TN 38183

Name: Norwood 2002 Family Trust

Address: 7750 Dogwood Road
Germantown, TN 38138

DEVELOPER:

Name: Cypress Realty Holdings Company -WF, LLC

Address: 700 Colonial Road
Suite 100
Memphis, TN 38117

Phone: (901) 682-7606

Fax: (901) 682-7992

Email: joej@cypressfund.com

DISCLOSURE OF OWNERSHIP INTERESTS

In order to assist staff and appointed and elected officials of the City of Germantown in complying with Ordinances of the City relating to conflicts of interest, the following information is required to be furnished:

1. For Profit Entities. If the applicant submitting this Application ("Applicant") is a for-profit entity, i.e. general partnership, limited partnership, corporation, limited liability company, R.E.L.T., a trust, or any other form of for-profit business entity, the authorized representative of the Applicant must list below the respective names and business or home addresses of all persons or entities which own 10% or more of the ownership interests in the Applicant. (If another business entity owns 10% or more of the ownership interests in the Applicant, all persons owning a 10% or more interest in such last mentioned entity must be identified by name and business or home address.) (If a trust owns a 10% or more interest in the Applicant, all beneficiaries of 10% or more of the trust assets must be identified by name and business or home address.) The amount of ownership interest does not have to be disclosed.

Applicant: _____

Persons or Entities Owning 10% or More of the Ownership Interests of the Applicant:

Name	Business <u>or</u> Home Address
_____	_____
_____	_____
_____	_____
_____	_____

2. For Profit Entities: If the owner and any lessee of the land which is the subject of this Application ("Owner and Lessee") is a for-profit entity, i.e. general partnership, limited partnership, corporation, limited liability company, R.E.L.T., a trust, or any other form of for-profit business entity, the authorized representative of the Owner and Lessee must list below the respective names and business or home addresses of all persons or entities which own 10% or more of the ownership interests in the Owner and Lessee. (If another business entity owns 10% or more of the ownership interests in the Owner and Lessee, all persons owning a 10% or more interest in such last mentioned entity must be identified by name and business or home address.) (If a trust owns a 10% or more interest in the Owner and Lessee, all beneficiaries of 10% or more of the trust assets must be identified by name and business or home address.) The amount of ownership interest does not have to be disclosed.

Owner and Lessee: Kenneth B. Norwood and Paul A. Norwood, Trustees of The Norwood 2002 Family Trust

Persons or Entities Owning 10% or More of the Ownership Interests of the Owner and Lessee:

Name	Business <u>or</u> Home Address
<u>Paul A. Norwood</u>	<u>7750 Dogwood Road, Germantown, TN 38138</u>
<u>Kenneth B. Norwood</u>	<u>7750 Dogwood Road, Germantown, TN 38138</u>
_____	_____
_____	_____

DISCLOSURE OF OWNERSHIP INTERESTS

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Applicant: Cypress Realty Holdings Company II, LLC

Persons or Entities Owning 10% or More of the Ownership Interests of the Applicant:

Name	Business or Home Address
<u>R. Moliter Ford Trust</u>	<u>700 Colonial Road, Suite 100, Memphis, Tennessee</u>
<u>W. Jeffries Mann, Sr. Gr</u>	<u>675 Oakleaf Office Lane, Suite 100 Memphis, TN 38117</u>
<u>Reid Sanders</u>	<u>5100 Wheelles Dr., Suite 206 Memphis, TN 38117</u>
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2. For Profit Entities: If the owner and any lessee of the land which is the subject of this Application ("Owner and Lessee") is a for-profit entity, i.e. general partnership, limited partnership, corporation, limited liability company, R.E.L.T., a trust, or any other form of for-profit business entity, the authorized representative of the Owner and Lessee must list below the respective names and business or home addresses of all persons or entities which own 10% or more of the ownership interests in the Owner and Lessee. (If another business entity owns 10% or more of the ownership interests in the Owner and Lessee, all persons owning a 10% or more interest in such last mentioned entity must be identified by name and business or home address.) (If a trust owns a 10% or more interest in the Owner and Lessee, all beneficiaries of 10% or more of the trust assets must be identified by name and business or home address.) The amount of ownership interest does not have to be disclosed.

Owner and Lessee: _____

Persons or Entities Owning 10% or More of the Ownership Interests of the Owner and Lessee:

Name	Business or Home Address
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DISCLOSURE OF OWNERSHIP INTERESTS

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Applicant: _____

Persons or Entities Owning 10% or More of the Ownership Interests of the Applicant:

Name	Business or Home Address
_____	_____
_____	_____
_____	_____
_____	_____

2. For Profit Entities: If the owner and any lessee of the land which is the subject of this Application ("Owner and Lessee") is a for-profit entity, i.e. general partnership, limited partnership, corporation, limited liability company, R.E.L.T., a trust, or any other form of for-profit business entity, the authorized representative of the Owner and Lessee must list below the respective names and business or home addresses of all persons or entities which own 10% or more of the ownership interests in the Owner and Lessee. (If another business entity owns 10% or more of the ownership interests in the Owner and Lessee, all persons owning a 10% or more interest in such last mentioned entity must be identified by name and business or home address.) (If a trust owns a 10% or more interest in the Owner and Lessee, all beneficiaries of 10% or more of the trust assets must be identified by name and business or home address.) The amount of ownership interest does not have to be disclosed.

Owner and Lessee: Roncevaux Pass LLC

Persons or Entities Owning 10% or More of the Ownership Interests of the Owner and Lessee:

Name	Business or Home Address
Irati Trust	PO Box 382840; Germantown, TN 38183-2840
La Rioja Trust	PO Box 382840; Germantown, TN 38183-2840
<u>Jimmy Luke</u>	<u>PO Box 382840 ; Germantown, TN 38183-2840</u>
<u>Judith Luke</u>	<u>same address</u>

ATTACHMENT 6:

ORDINANCE NO. 2014-05

AN ORDINANCE PROVIDING FOR THE CLOSURE OF A PORTION OF PETE MITCHELL ROAD, A PUBLIC STREET

- WHEREAS,** Pete Mitchell Road is classified as a minor/local roadway on Germantown's Major Road Plan (last update May 3, 1994), as opposed to a major thoroughfare (collector or arterial); and,
- WHEREAS,** The City has received an application requesting closure of a portion of Pete Mitchell Road as described herein; and,
- WHEREAS,** on January 21, 2014, the Germantown Planning Commission recommended closure of the street described herein; and,
- WHEREAS,** a public hearing before the Board of Mayor and Alderman for the City of Germantown was held on _____, pursuant to a notice thereof published in a newspaper of general circulation within the community on _____.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN FOR THE CITY OF GERMANTOWN, TENNESSEE, AS FOLLOWS:

- Section 1. Pete Mitchell Road shall be closed as a public street between Poplar Avenue and the emergency access gate as shown on the Whole Foods Market final site plan and as more particularly shown on Attachment A hereto. Pete Mitchell Road south of the emergency gate shall remain open to public traffic.
- Section 2. The attached detail, Attachment A, shall serve the purpose of delimiting the geographical location of the street closure as described by this Ordinance.
- Section 3. BE IT FURTHER ORDAINED that this ordinance shall become effective immediately after its passage on the third and final reading, the public welfare so requiring it.

Passed on First Reading _____

Passed on Second Reading _____

Passed on Third Reading _____

Sharon Goldsworthy, Mayor

Dotty Johnson, City Clerk

ATTACHMENT 7 – PLANNING COMMISSION MINUTES

Agenda Number: 1

**PLANNING COMMISSION SPECIAL CALLED MEETING
MUNICIPAL CENTER COUNCIL CHAMBERS
Tuesday, January 21, 2014**

The regular meeting of the Planning Commission Special Called meeting was scheduled and held in the Council Chambers of the Municipal Center on January 21, 2014. Chairman Klevan welcomed everyone and asked the Commission members as well as the audience to please speak into the microphone so they could be heard. Chairman Klevan then called the meeting to order at 6:00 p.m., asking the secretary for the roll.

1. Ms. Rush called the roll of the Board to establish a quorum:

Commissioners Present: Alderman Forrest Owens, Steve Wilensky, David Klevan, Hale Barclay, Mike Harless, and George Hernandez

Commissioners Absent: Susan Burrow, and Dike Bacon

Staff Present: David Harris, Wade Morgan, Tim Gwaltney, Andy Pouncey, and Pam Rush

2. A quorum for tonight's Planning Commission Special Called meeting was established.

-
3. **Closure of Pete Mitchell Rd., Between Poplar Ave. and the Crash Gate Proposed to be constructed as a Part of the Whole Foods Market**

INTRODUCTION:

Applicant Name:	Cindy Reaves, w/SR Consulting – Representative
Location:	Pete Mitchell Rd., Located East of the Poplar Ave./Exeter Rd. intersection.

BACKGROUND: Pete Mitchell Rd is a one-way street connecting Poplar Ave. to Dogwood Rd. It is unusual in that the street right-of-way was never dedicated to the City, but has remained in private ownership. Until recently, the property owners on either side owned to the centerline of the street. Cypress Realty recently purchased the pavement area abutting the Whole Foods Market site. The closure of Pete Mitchell Rd. is a component of the Whole Foods Market site plan, which was approved by the Planning Commission on January 7, 2014, subject to the closure of Pete Mitchell Rd.

DISCUSSION: The Whole Foods site plan proposes the closure of Pete Mitchell Rd. as a public thoroughfare and the construction of a crash gate on Pete Mitchell, south of the store's entrance drive. Cypress Realty, the developer of the Whole Foods Market site, owns to the western edge of pavement, having recently purchased that land from Ken Norwood. Cypress Realty has filed an application to close the street so it can be incorporated into the Whole Foods development plan and become an access drive to that store. There will be no change to the section of Pete Mitchell Rd. south of the crash gate.

STAFF COMMENTS:

1. If recommended by the Planning Commission, the closure will proceed to the Board of Mayor and Aldermen for approval as an ordinance, after three readings, including a public hearing.

STAFF RECOMMENDATION: Approval

Mr. Harless asked who would maintain the road south of the crash gate?

Mr. Pouncey answered Whole Foods will be responsible for maintaining the north side of the crash gate such as potholes, etc. The south side of the crash gate will be maintained by the City.

Cindy Reaves with SR Consulting, LLC 5909 Shelby Oaks Drive, Suite 200, Memphis, TN stated we appreciate all the work that the Planning Commission and the staff have done for this project. We do want to talk about the closure area; our original applicant is the intent to close the entire property frontage that we own. The public road would start at our property line and go to Dogwood Road and that we would maintain up to our property line. We will have to tight in to the existing (taper in) edge of the road.

Mr. Harless asked how far north of your property line is the crash gate being installed?

Ms. Reaves is about 300 feet from the north and south 200 feet.

Mr. Morgan stated the exact location of the crash gate is to be determined with the construction drawings. It will depend on the tapering that is required and the design on the entrance to Whole Foods.

Mr. Harris stated while the exact location is not shown on this application, the location is approximately 470 feet south of Poplar Avenue.

Alderman Owens asked once the construction drawing is completed, then do we have revised plat?

Richard Raines he is a legal counsel for the applicant; lives at 8935 Claiborne Farm Drive. This is a technical correction for the record. The applicant is under contract to purchase these 5 parcels, two parcels are from the Luke's at 7811 and 7837 Poplar Avenue, then from the Willis 2232 and 2238 Pete Mitchell Road and then a 10 foot strip from the Norwood Trust on the west side of Pete Mitchell Road. Such as that, all the ownership of Pete Mitchell Road comes together under a common applicant.

Ken Norwood, 7750 Dogwood Road, I would like to make a statement before closing: we like to keep the traffic from being able to turn south out of their entrance; we are just hoping to save some traffic.

Mr. Barclay stated he will be voting yes; for reasons that closure of Pete Mitchell Road to protect and insulation of residential neighborhood from traffic as Poplar Avenue further develops.

Mr. Harless stated he will be voting yes; for maintaining, the integrity of the residents and for the neighborhood and it is important that we have provided an access for the emergency vehicles to service that area.

Mr. Hernandez stated he will be voting yes; for the same reasons to protect the residential area south of the crash gate from the traffic on Poplar Avenue.

Alderman Owens stated he will be voting yes; because of traffic counts less than 20 vehicles per day on Pete Mitchell Road, and increased development that we are seeing on Poplar Avenue.

Mr. Wilensky stated he will be voting yes; for all the same reasons. We appreciate the efforts and all the comments from everybody involved. We want to do the right thing and for the best way we can to preserve safety for the residents that live on Dogwood Road.

Chairman Klevan stated he will be voting yes; there only so many things you can do for the protection of neighborhoods and this is definitely one of them. It gives closure and eliminates traffic and it provides a safety element for the people close to the intersection.

Chairman Klevan noted this item would go in front of the BMA on Monday, January 27, 2014 for the first reading.

PROPOSED MOTION: To recommend approval of the closure of the section of Pete Mitchell Rd., between Poplar Ave. and the crash gate proposed to be constructed as a part of the Whole Foods Market, subject to the preceding comments.

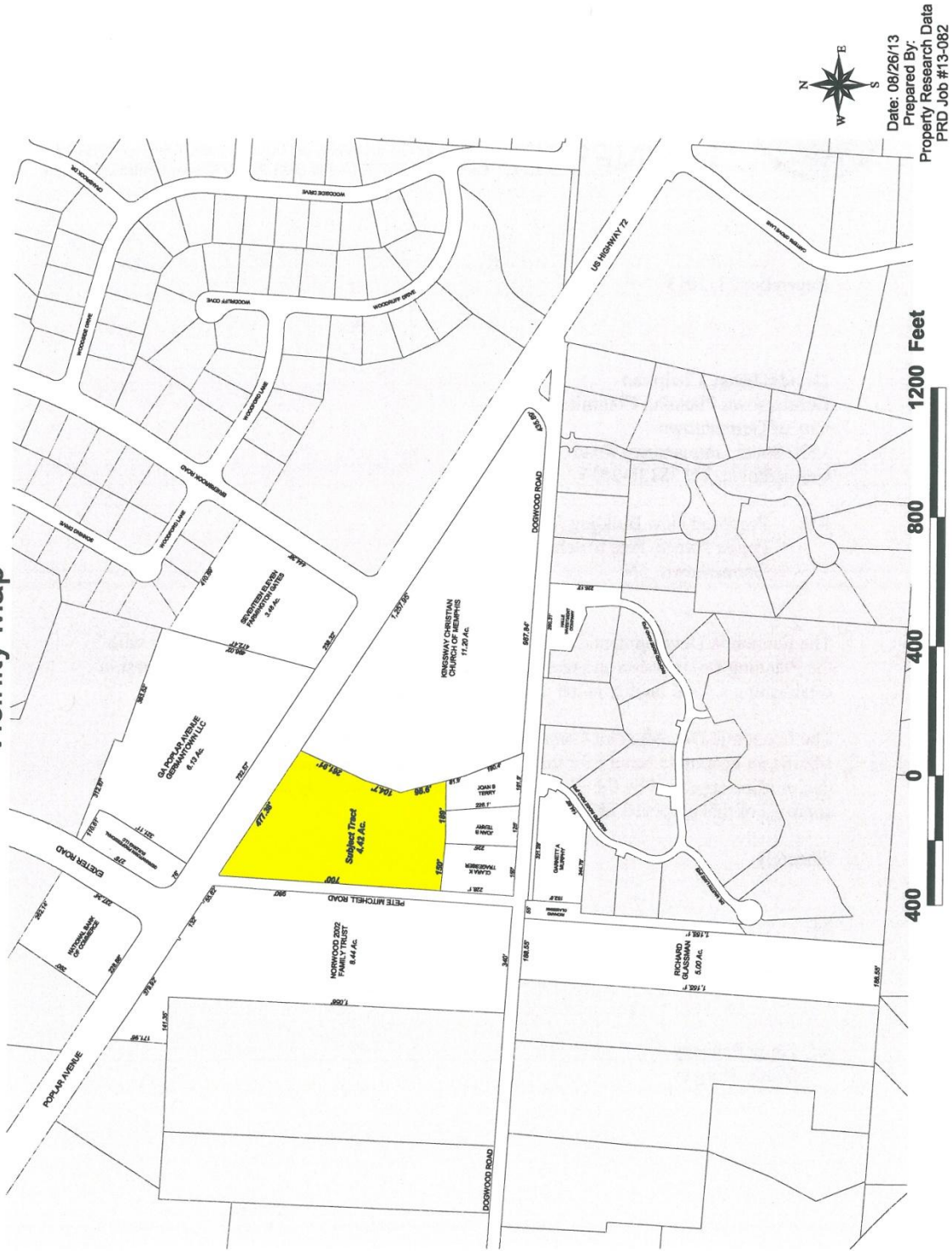
Mr. Harless moved to recommend approval of the closure of the section of Pete Mitchell Rd., between Poplar Ave. and the crash gate proposed to be constructed as a part of the Whole Foods Market, subject to the preceding comments, seconded by Mr. Barclay.

Chairman Klevan asked for a roll call.

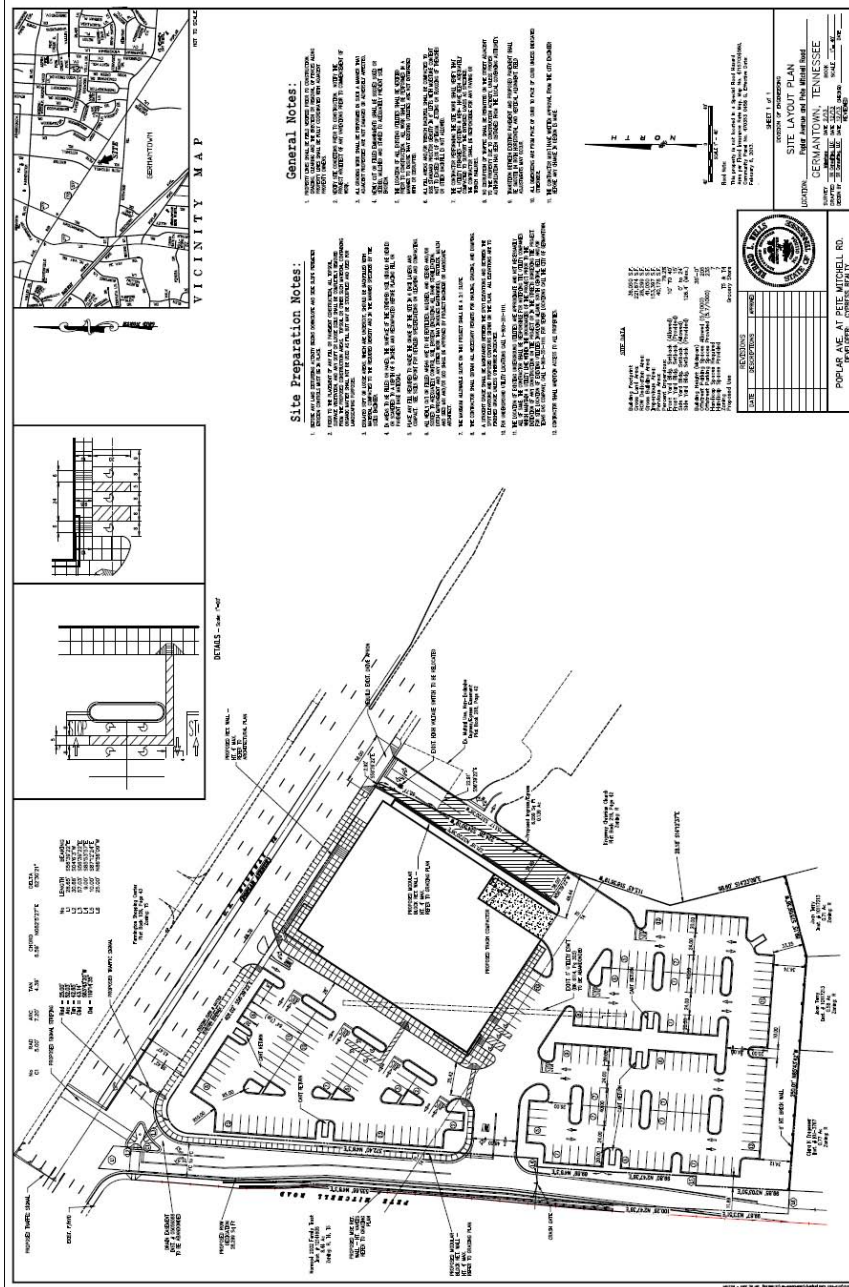
Roll Call: Barclay – yes; Burrow –absent; Hernandez - yes; Wilensky – yes; Bacon – absent; Harless –yes; Owens - yes; Klevan –yes. **The motion was passed**

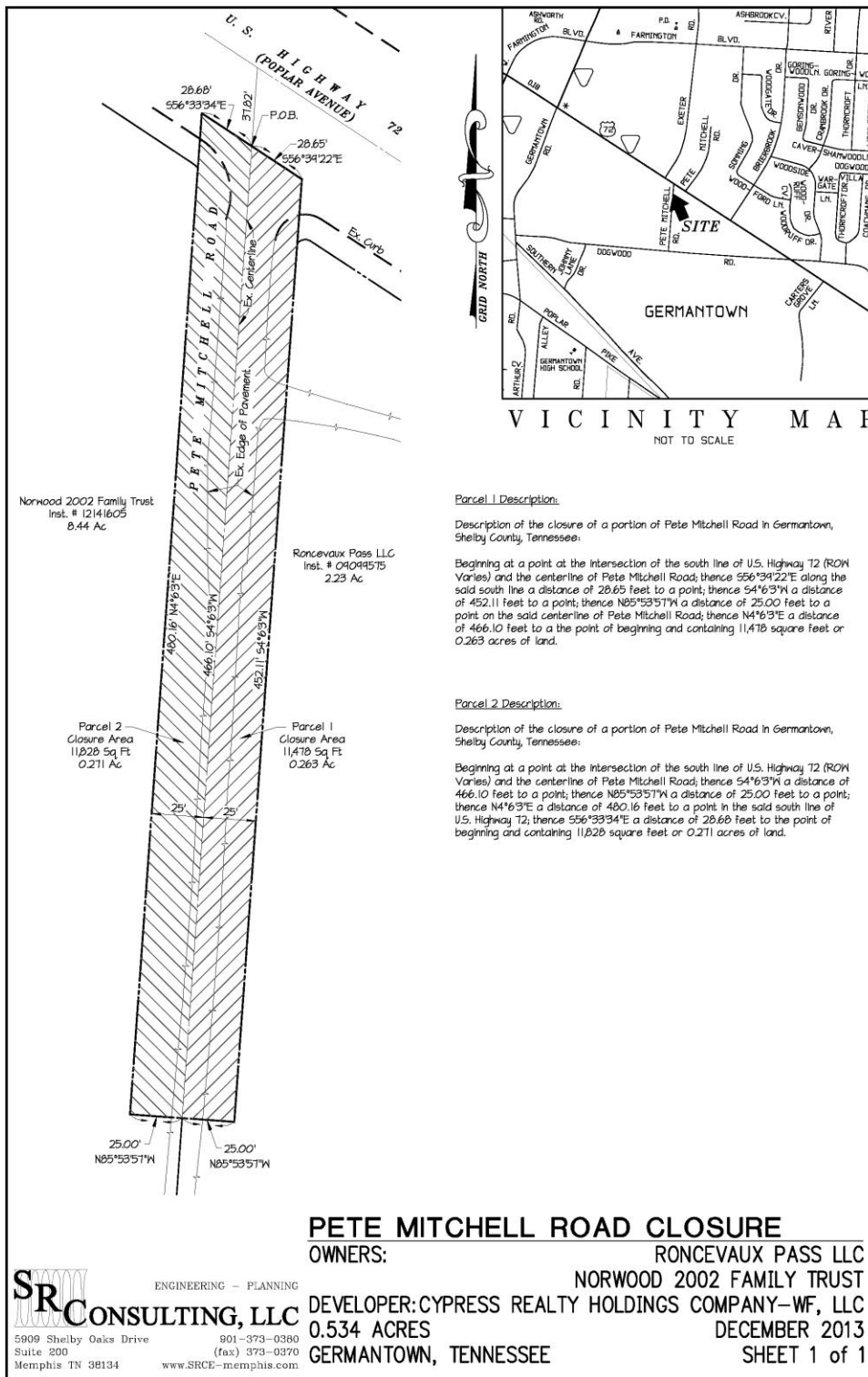
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3. Chairman Klevan asked if there was any old business to come before the Commission. There was none.
 4. Chairman Klevan asked if there was any new business to come before the Commission. There was none.
 5. Chairman Klevan asked if there were any liaison reports. There was none.
 6. **ADJOURNMENT:** The meeting adjourned at 6:35 p.m.

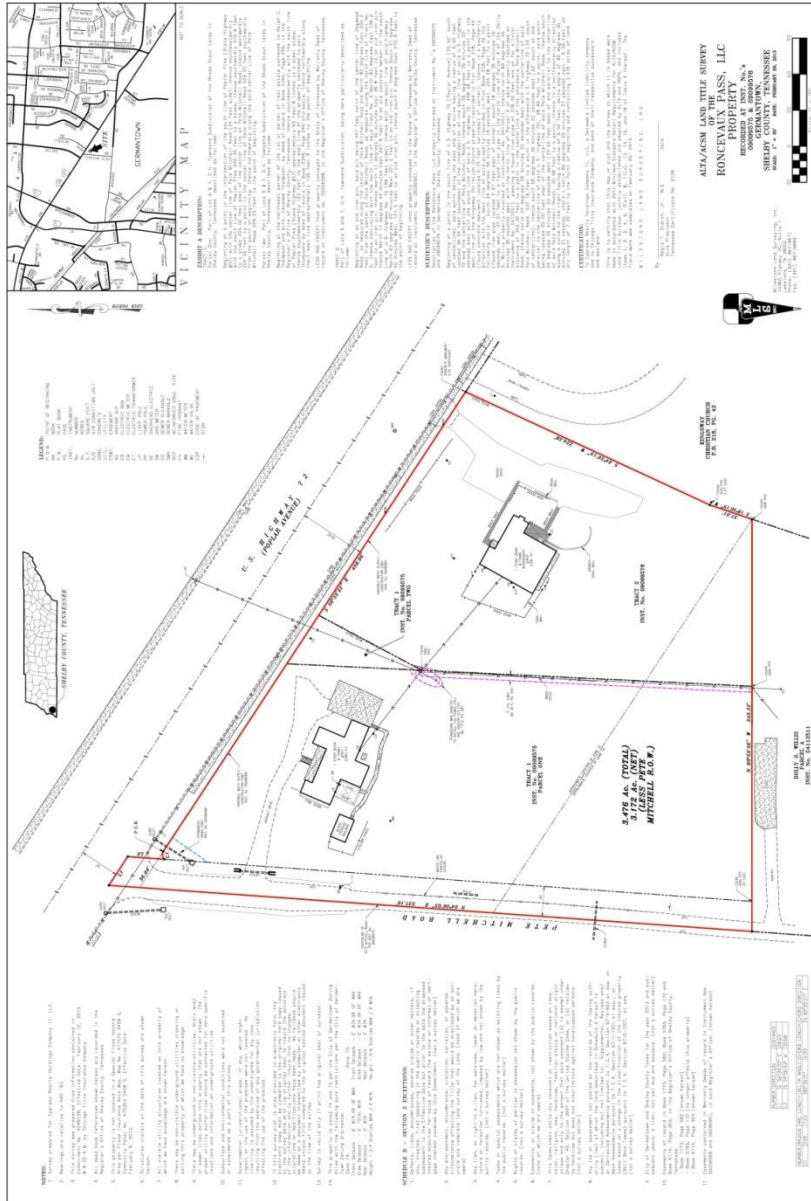
Vicinity Map



Date: 08/26/13
Prepared By:
Property Research Data
PRD Job #13-082







CITY OF GERMANTOWN
PLANNING COMMISSION APPLICATION

(Please all that apply): Sketch Plan; Preliminary Site Plan; Final Site Plan
 Preliminary Plat; Final Plat
 Grading / Tree Removal; WTF (Wireless Transmission Facility)

Rezoning From: _____ To: _____
 Other: **Street Closure: Pete Mitchell Road**

Submittal Date: **December 13, 2013**

PROJECT INFORMATION

Name: **Pete Mitchell Road Closure**
Address: **7811 Highway 72 and 7772 Dogwood Road**
Project Location Description: **At the southwest and southeast corner of the intersection of Poplar Avenue with Pete Mitchell Road**

No. of Acres: **0.534**

PLEASE ATTACH A LETTER EXPLAINING THE PROJECT, IN DETAIL, AND LISTING ALL VARIANCES FROM THE SUBDIVISION AND ZONING REGULATIONS.

OWNER/DEVELOPER INFORMATION

Name: **See Attached** Address: _____
Phone No.: _____ Fax No.: _____
Email Address: _____

AGENT/REPRESENTATIVE INFORMATION

Name: **Cindy Reaves** Title: **Partner**
Company Name: **SR Consulting, LLC** Address: **5909 Shelby Oaks Drive, Suite 200 Memphis, TN 38134**
Phone No.: **901-373-0380** Fax No.: **901-373-0370**
Email Address: **cindy@srce-memphis.com**
Who will represent this proposal at the Planning Commission meeting? **Cindy Reaves**

ENGINEER/SURVEYOR INFORMATION

Engineer Name: **SR Consulting, LLC** Address: **5909 Shelby Oaks Drive, Suite 200 Memphis, TN 38134**
Phone No. **901-373-0380** Fax No.: **901-373-0370**
Email Address: **cindy@srce-memphis.com**
Surveyor Name: **Milestone Land Surveying, Inc.** Address: **10360 Highway 70, Suite 1 Lakeland, TN 38002**
Phone No.: **901-867-8671** Fax No.: **901-867-9889**
Email Address: **milestoncls@bellsouth.net**

OWNER/DEVELOPER INFORMATION

OWNERS:

Name: Roncevaux Pass LLC

Address: P.O. Box 382840
Germantown, TN 38183

Name: Norwood 2002 Family Trust

Address: 7750 Dogwood Road
Germantown, TN 38138

DEVELOPER:

Name: Cypress Realty Holdings Company -WF, LLC

Address: 700 Colonial Road
Suite 100
Memphis, TN 38117

Phone: (901) 682-7606

Fax: (901) 682-7992

Email: joej@cypressfund.com

DISCLOSURE OF OWNERSHIP INTERESTS

In order to assist staff and appointed and elected officials of the City of Germantown in complying with Ordinances of the City relating to conflicts of interest, the following information is required to be furnished:

1. For Profit Entities. If the applicant submitting this Application ("Applicant") is a for-profit entity, i.e. general partnership, limited partnership, corporation, limited liability company, RE.LT., a trust, or any other form of for-profit business entity, the authorized representative of the Applicant must list below the respective names and business or home addresses of all persons or entities which own 10% or more of the ownership interests in the Applicant. (If another business entity owns 10% or more of the ownership interests in the Applicant, all persons owning a 10% or more interest in such last mentioned entity must be identified by name and business or home address.) (If a trust owns a 10% or more interest in the Applicant, all beneficiaries of 10% or more of the trust assets must be identified by name and business or home address.) The amount of ownership interest does not have to be disclosed.

Applicant: _____

Persons or Entities Owning 10% or More of the Ownership Interests of the Applicant:

Name	Business <u>or</u> Home Address
_____	_____
_____	_____
_____	_____
_____	_____

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Owner and Lessee: Kenneth B. Norwood and Paul A. Norwood, Trustees of The Norwood 2002 Family Trust

Persons or Entities Owning 10% or More of the Ownership Interests of the Owner and Lessee:

Name	Business <u>or</u> Home Address
<u>Paul A. Norwood</u>	<u>7750 Dogwood Road, Germantown, TN 38138</u>
<u>Kenneth B. Norwood</u>	<u>7750 Dogwood Road, Germantown, TN 38138</u>
_____	_____
_____	_____

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Applicant: Cypress Realty Holdings Company II, LLC

Persons or Entities Owning 10% or More of the Ownership Interests of the Applicant:

Name	Business or Home Address
<u>R. Molter Ford Trust</u>	<u>700 Colonial Road, Suite 100, Memphis, Tennessee</u>
<u>W. Jeffries Mann, Sr. Gr</u>	<u>675 Oakleaf Office Lane, Suite 100 Memphis, TN 38117</u>
<u>Reid Sanders</u>	<u>5100 Wheelis Dr., Suite 206 Memphis, TN 38117</u>
<u> </u>	<u> </u>

2. For Profit Entities: If the owner and any lessee of the land which is the subject of this Application ("Owner and Lessee") is a for-profit entity, i.e. general partnership, limited partnership, corporation, limited liability company, R.E.L.T., a trust, or any other form of for-profit business entity, the authorized representative of the Owner and Lessee must list below the respective names and business or home addresses of all persons or entities which own 10% or more of the ownership interests in the Owner and Lessee. (If another business entity owns 10% or more of the ownership interests in the Owner and Lessee, all persons owning a 10% or more interest in such last mentioned entity must be identified by name and business or home address.) (If a trust owns a 10% or more interest in the Owner and Lessee, all beneficiaries of 10% or more of the trust assets must be identified by name and business or home address.) The amount of ownership interest does not have to be disclosed.

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Name	Business or Home Address
<u> </u>	<u> </u>
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<u> </u>	<u> </u>

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Applicant: _____

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La Rioja Trust	PO Box 382840; Germantown, TN 38183-2840
<i>Timmy Luke</i>	<i>PO Box 382840 ; Germantown, TN 38183-2840</i>
<i>Judiath Luke</i>	<i>same address</i>



CITY OF GERMANTOWN

REPORT TO: THE BOARD OF MAYOR AND ALDERMEN**DATE:** February 10, 2014**FROM:** Patrick J. Lawton, City Administrator**SUBJECT:** POLICE VEHICLE PURCHASE- Special Service Vehicles (SSV) SUV's**INTRODUCTION:**

The purpose of this agenda item is to request the Board's authorization to purchase two police vehicles from TT of G Murfreesboro for the amount of \$60,288.00.

BACKGROUND:

The Germantown Police Department has vehicles assigned to various Police Command Staff members. These vehicles typically are utilized from 5- 10 years depending on use. The vehicles requested for purchase will be assigned to the Chief of Police and the Captain of the SWAT unit.

DISCUSSION:

The current vehicle assigned to the Chief is a 2006 Dodge Charger with over 95,000 miles on it. The current vehicle assigned to the SWAT Captain has over 105,000 miles on it. Replacing the vehicles will help to insure that there will be less maintenance and fuel costs and better reliability. The vehicles to be purchased will be two 2014 Chevrolet Tahoe SSV 4X4 and will be purchased utilizing Federal and State Drug Funds saving the taxpaying citizens any costs. A bid was advertised on the City website. Two bids were received from Country Ford and TT of G Murfreesboro in the amount of \$61,398.70 and \$60,288.00.

BUDGET AND STAFFING IMPACT:**Source of Funding:**

Fund	Line Item No.	Dept.	Line Item Description	Budget Balance	Recommended Expenditure
General	013-2010-423.94-40	Police	Autos & Trucks	\$0	\$60,288.00
IR1428	Drug Fund		End of year Drug Fund Adjustment		

VISION 2020:

This purchase supports the Vision 2020 Public Safety Plan Goal 3 and the objectives of having the right equipment and resources available to handle the emergency response and City Services and Finances Goal 22 of investing in maintaining and upgrading the City's facilities and infrastructure.

ATTACHMENTS:
Bid Analysis sheet

PREPARED BY: Michael C. Berkes
Michael C. Berkes, Captain

REVIEWED BY: Richard L. Hall
Richard Hall, Chief

REVIEWED BY: Ralph J. Gabb
Ralph J. Gabb, Finance Director

REVIEWED BY: Lisa A. Piefer
Lisa A. Piefer, Procurement Director

PROPOSED MOTION(S), RESOLUTION(S), OTHER ACTION:
To approve the purchase of police vehicles from TT of G Murfreesboro in the amount of \$60,288.00.

BOARD ACTION: MOTION BY: SECONDED BY:

VOTE/TOTAL	MARCOM	DRINNON	PALAZZOLO	OWENS	JANDA	GOLDSWORTHY
YES	Yes	Yes	Yes	Yes	Yes	Yes
NO	No	No	No	No	No	No
ABSTAIN	Abstain	Abstain	Abstain	Abstain	Abstain	Abstain

Police Vehicles SSV, SUV Bid Analysis

Bid Opening January 24, 2014
2pm

ATTENDEES:

1. Eddie Johnson - City
2. Mike Berkes - Police
3. Lisa Piefer - Procurement

<u>Company Name</u>	<u>Qty</u>	<u>Base Bid Amount</u>	<u>Manual</u>	<u>Operation Manual</u>	<u>Total Bid Price</u>	<u># of days to deliver</u>
Country Ford	2	30,609.35	180.00	0	61,398.70	45-60
TT of G Murfreesboro, TN	2	29,994.00	300.00	Included	60,288.00	3

Bid Award:

Of the two (2) qualified bids, the acceptable low bidder is **TT of G Murfreesboro, TN** in the amount of **\$ 60,288.00** Award will be recommended for approval at the February 10, 2014 BMA Meeting.

General Information:

The bid was advertised on the City's website



CITY OF GERMANTOWN

REPORT TO: THE BOARD OF MAYOR AND ALDERMEN

DATE: February 10, 2014

FROM: Patrick J. Lawton, City Administrator

SUBJECT: POLICE VEHICLE PURCHASE – Police Pursuit Vehicles (PPV)

INTRODUCTION:

The purpose of this agenda item is to request the Board’s authorization to purchase eight 2014 Ford Utility Police Interceptor vehicles from Golden Circle Ford Inc. utilizing the Tennessee State Wide Contract number 40034. Three vehicles at a cost of \$26,431.07 each and five at a cost of \$26,491.07 resulting in a total expenditure amount of \$211,748.56. In addition, authorization is requested to declare replaced vehicles as surplus property.

BACKGROUND:

The replacement vehicles purchased under this authorization are used in the day-to-day operations by the Police Department as patrol vehicles. The replacement of these vehicles is based on current mileage, age, condition and maintenance costs.

The vehicles being declared surplus and sold are as follows:

<u>Vehicle</u>	<u>Approx. Mileage</u>	<u>Department</u>
2002 Ford Crown Victoria PPV (Unit 3025)	98,000 miles	GPD (Patrol)
2005 Ford Crown Victoria PPV (Unit 3036)	103,000 miles	GPD (Patrol)
2005 Ford Crown Victoria PPV (Unit 3040)	95,000 miles	GPD (Patrol)
2007 Ford Crown Victoria PPV (Unit 3047)	99,000 miles	GPD (Patrol)
2007 Ford Crown Victoria PPV (Unit 3059)	113,000 miles	GPD (Patrol)
2007 Ford Crown Victoria PPV (Unit 3060)	99,000 miles	GPD (Patrol)
2007 Ford Crown Victoria PPV (Unit 3063)	95,000 miles	GPD (Patrol)
2012 Chevrolet Tahoe PPV (Unit 3098)	Wrecked (Total Loss)	GPD (Patrol)

DISCUSSION:

The City is utilizing the State of Tennessee statewide contract number 40034 title #209 vehicles. Golden Circle Ford Inc. 1432 Highway 45 Bypass, Jackson TN 38305-2710 was awarded a multi-year contract through the State of Tennessee Central Procurement Office for all regions in the State. Statewide contracts provide considerable time and resource savings for participating member agencies and streamline the contracting processes and maximize efficiencies.

BUDGET AND STAFFING IMPACT:

Source of Funding:

<u>Fund</u>	<u>Line Item No.</u>	<u>Dept.</u>	<u>Line Item Description</u>	<u>Budget Balance</u>	<u>Recommended Expenditure</u>
General	010-2010-421-94.40	Police <u>IR1406</u>	(8) Vehicles	\$288,000.00	\$211,748.56

**POLICE VEHICLE PURCHASE
FEBRUARY 10, 2014**

VISION 2020:

This purchase supports Goal 22 Financial Sustainability by investment in maintaining and upgrading the City's facilities and infrastructure.

ATTACHMENTS:

Price Quotes
State of Tennessee Approval Documents

PREPARED BY: *Eddie Johnson*

Eddie Johnson, Fleet Services Manager

REVIEWED BY: *Reynold D. Douglas*

Reynold Douglas, General Services Director

REVIEWED BY: *Lisa A. Piefer*

Lisa A. Piefer, Procurement Director

REVIEWED BY: *Ralph J. Gabb*

Ralph Gabb, Finance Director

REVIEWED BY: *Richard Hall*

Richard Hall, Police Chief

PROPOSED MOTION(S), RESOLUTION(S), OTHER ACTION:

To approve the purchase of eight 2014 Ford Utility Police Interceptor vehicles from Golden Circle Ford Inc. in the amount of \$211,748.56, and to declare the vehicles being replaced as surplus property.

BOARD ACTION: MOTION BY:

SECONDED BY:

VOTE/TOTAL	MARCOM	DRINNON	PALAZZOLO	OWENS	JANDA	GOLDSWORTHY
YES	Yes	Yes	Yes	Yes	Yes	Yes
NO	No	No	No	No	No	No
ABSTAIN	Abstain	Abstain	Abstain	Abstain	Abstain	Abstain



**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE**

Statewide Multi-Year Contract Issued to:

**Golden Circle Ford Inc
1432 Highway 45 Bypass
Jackson, TN 38305-2710**

Vendor ID: 0000000981

Contract Number: 0000000000000000000040034

Title: SWC #209 Vehicles

Ford Award: All Regions

Start Date : December 16, 2013

End Date: December 15, 2016

Is this contract available to local government agencies in addition to State agencies?: **Yes**

Purchases by Local Government and Authorized Non-Profit Agencies (SWC) - T500

Authorized Users: Local Governments, Private Non-Profit Institutions of Higher Education and Eligible Non-Profit Agencies

The purpose of this Invitation to Bid/Sourcing Event is to establish a source or sources of supply for all state agencies, local governmental units within the geographic limits of the State of Tennessee, any private nonprofit institution of higher education chartered in Tennessee, and any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3) as amended and which contracts with the Department of Mental Health and Mental Retardation to provide services to the public (T.C.A. 33-2-401 et seq.). The resulting contract will be open to these governments unless a letter is attached to your bid, addressed to the Chief Procurement Officer, requesting exemption to this allowance.

Purchases by local governmental units, private institutions of higher education, and authorized corporations are encouraged but are optional with those agencies, private institutions of higher education, and corporations.

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Clyde D Hicks
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615/741-2026
Fax: 615-741-0684

Line Information

Line 1

1000162729 *Generic Asset Police Pursuit Vehicle*

Unit of Measure: EA

Line 2

1000162730 *Generic Asset Sedan, Compact*

Unit of Measure: EA

Line 3

1000162731 *Generic Asset Sedan, Mid-Size*

Unit of Measure: EA

Line 4

1000162732 *Generic Asset Sedan, Full Size*

Unit of Measure: EA

Line 5

1000162733 *Generic Asset Truck, Half-Ton*

Unit of Measure: EA

Line 6

1000162734 *Generic Asset Truck, 3/4 Ton*

Unit of Measure: EA

Line 7

1000162735 *Generic Asset Truck, Full Ton*

Unit of Measure: EA

Line 8

1000162736 *Generic Asset SUV*

Unit of Measure: EA

Line 9

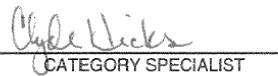
1000162737 *Generic Asset Van*

Unit of Measure: EA

APPROVED:


CHIEF PROCUREMENT OFFICER

BY:


CATEGORY SPECIALIST

12/13/2013
DATE

Prepared For:
Eddie Johnson
City of Germantown
Tennessee

Prepared By:
Steven Blackstock
Golden Circle Auto Group
1432 Hwy 45 Bypass
Jackson, Tennessee, 38305



Quotation

2014 Ford Utility Police Interceptor

	AWD Base (K8A)
	MSRP
Base Vehicle Price	29,960.00
Factory Options	2,705.00
<u>Destination</u>	<u>895.00</u>
Vehicle Total	33,560.00
Pre-Tax Adjustments	
discount	-5,278.59
Total Pre-Tax Adjustments	-5,278.59
Grand Total	28,281.41
Prompt payment discount - 7% of base price - dealer must receive payment within 30 days of delivery and invoice - P.O. and invoice will be for full amount	- 1,790.34
total due is paid within 30 days	26,491.07

orders must be placed by 2/15/14 - subject to change

Prepared For:
Eddie Johnson
City of Germantown
Tennessee

Prepared By:
Steven Blackstock
Golden Circle Auto Group
1432 Hwy 45 Bypass
Jackson, Tennessee, 38305



Quotation

2014 Ford Utility Police Interceptor

	AWD Base (K8A)
	MSRP
Base Vehicle Price	29,960.00
Factory Options	2,645.00
Destination	895.00
Vehicle Total	33,500.00
Pre-Tax Adjustments	
discount	-5,278.59
Total Pre-Tax Adjustments	-5,278.59
Grand Total	28,221.41
prompt payment discount - 7% of base price - dealer must receive payment within	
30 days of delivery and invoice - P.O. and invoice will be for total amount	- 1,790.34
total amount due is paid within 30 days	26,431.07

orders must be placed by 2/15/14 - subject to change



CITY OF GERMANTOWN

REPORT TO: THE BOARD OF MAYOR AND ALDERMEN**DATE: February 10, 2014****FROM: Patrick J. Lawton, City Administrator****SUBJECT: iRecord Interview Room Purchase****INTRODUCTION:**

The purpose of this agenda item is to request the Board's authorization to purchase the iRecord Interview Room system from World Systems in the amount of \$17,554.00.

BACKGROUND:

The Germantown Police Department purchased a recording system in 2007 from Covert Systems Inc. This system has been utilized to record the interviews conducted by the Investigative Division of the Police Department.

DISCUSSION:

The current interview room system is over six years old and has needed repairs to the hard drive and power/recording plug-ins. It is only capable of recording on a DVD and being monitored at two locations. If an interview exceeds one hour the interview must be stopped to change out the DVD. The iRecord system is tied into the City server and can be viewed by any computer monitor within the Investigative Division. The record time is not limited by DVD space and will be saved on DVD as well as the server for retrieval. The iRecord will bring the interview room up to date on cameras and microphones. The cost of the iRecord system is being paid for from seized funds from the Asset Forfeiture account saving taxpayer dollars. This item is being purchased using the US Communities Purchasing Cooperative.

BUDGET AND STAFFING IMPACT:**Source of Funding:**

<u>Fund</u>	<u>Line Item No.</u>	<u>Dept.</u>	<u>Line Item Description</u>	<u>Budget Balance</u>	<u>Recommended Expenditure</u>
Asset	016-2010-426-9490	Police	Equipment	\$18,000.00	\$ 17,554.00
Forfeiture			Other Assets		

VISION 2020:

This purchase supports the Vision 2020 Public Safety Plan Goal 3 and the objectives of having the right equipment and resources available to handle the emergency response and City Services and Finances Goal 22 of investing in maintaining and upgrading the City's facilities and infrastructure.

ATTACHMENTS:

Price Quote US Communities
Budget Adjustment

PREPARED BY: Michael C. Berkes

Michael C. Berkes, Captain

REVIEWED BY: Richard L. Hall

Richard Hall, Chief

REVIEWED BY:

Ralph J. Gabb, Finance Director

REVIEWED BY: Lisa A. Piefer

Lisa A. Piefer, Procurement Director

PROPOSED MOTION(S), RESOLUTION(S), OTHER ACTION:

To approve the purchase of the iRecord Interview Room in the amount of \$17,554.00

BOARD ACTION: MOTION BY:

SECONDED BY:

VOTE/TOTAL	MARCOM	DRINNON	PALAZZOLO	OWENS	JANDA	GOLDSWORTHY
YES	Yes	Yes	Yes	Yes	Yes	Yes
NO	No	No	No	No	No	No
ABSTAIN	Abstain	Abstain	Abstain	Abstain	Abstain	Abstain

CITY OF GERMANTOWN
REQUEST FOR BUDGET TRANSFER OR APPROPRIATION

No. 14-53

REQUEST FOR TRANSFER W/IN ONE ALLOCATION

DATE: 10-Feb-14

REQUEST FOR TRANSFER ACROSS FUNDS/PROJECTS

REQUEST FOR ADDITIONAL FUNDS

DEPT: Police

<u>ACCOUNT NUMBER</u>					<u>PROJ. #</u>	<u>ACCOUNT DESCRIPTION</u>	<u>CURRENT BUDGET</u>	<u>PROPOSED ADJUSTMT</u>	<u>PROPOSED BUDGET</u>
016 - 2010	426	32	90	n/a		Other Supplies	\$ 18,685	\$ (18,000)	\$ 685
016 - 2010	426	94	90	IR1427		Other Assets	\$ -	\$ 18,000	\$ 18,000

JUSTIFICATION: For Interview Room recording system.

REQUESTED BY: _____

COMMENTS: _____

REVIEWED BY: _____
 Division Director

REVIEWED BY: _____
 City Administrator

APPROVED FOR SUBMISSION: Sherry Rowell
 Budget & Performance

REQUEST FOR TRANSFER WITHIN ONE DEPARTMENT APPROVED: _____
 Mayor

REQUEST FOR ADDITIONAL FUNDS REVIEWED BY: _____
 Mayor

REQUEST FOR TRANSFER ACROSS FUNDS/PROJECTS
 APPROVED BY BOARD OF MAYOR & ALDERMEN: CERTIFIED BY: _____
 City Clerk

DATE: _____



iRecord Digital Video/Audio Recording System for Interviews

Date: 1/20/2014

Prepared For: Germantown Police Department (One Room Essential)

Prepared By: Ryan Vogt

QTY	DESCRIPTION	PART #	UNIT PRICE	EXTENDED
1	iRecord Essential (1 Room) Non-Expandable Kit 1x AN Port License, Network Connectivity Option, 1x Local Monitoring License, Local copy of iRecord Evidence Vault Professional Edition, 1x 1.5TB Local Storage, 10x iRecord Client Browser Advanced License, MPEG/WMV encoding, DVD Recording. Includes 1 year hardware and software warranty.	IR-ESSENTIAL	\$8,995.00	\$8,995.00
0	iRecord VI Evidence Vault Enterprise Software Bundle Includes: Evidence Vault Enterprise Server Software, iRecord Unlimited Site License for Advanced Browsers *Note: The number of simultaneous users is fully dependent on customer's hardware configuration and network/storage infrastructure *Note - Customer server hardware must meet iRecord minimum Server Specifications	IR22680212202	\$2,995.00	\$0.00
0	iRecord VI Software Feature Upgrade!			
0	iRecord VI Redaction 1 Concurrent User, Turn on at Profile Level, includes Browser upgrade for 1 extra client)	IR22680214004	\$1,095.00	\$0.00
	System Accessories			
	Color Cameras			
1	Covert Camera; Motion detector Enclosure	IV-CVC565PIR	\$245.00	\$245.00
1	Stainless Steel Wallplate Color Camera (3.5mm)	HHWPLT100	\$395.00	\$395.00
	Wireless Remote Interceptor System			
1	Resolve-A-Cue System, Professional quality, digitally synthesized, wireless cueing system, Body Pack Transmitter with Microphone, Body Pack Receiver with Neck Loop and Ear Canal Inductor.	CT-RC216	\$1,795.00	\$1,795.00
	Microphones			
1	Covert Light Switch Microphone (Omnidirectional, P2M, Zoned)	GN-P2M11LL	\$245.00	\$245.00
	iRecord Dry Contact Switches (On/Off Switches)			
1	Single Gang Switch Plate w/ LED Stainless Steel Finish	IT-SG5PL1	\$195.00	\$195.00
1	ITS Winnow Optical Breakout Card - Dry Contact One breakout box supports four switches	IT-WBC1	\$495.00	\$495.00

QTY	DESCRIPTION	PART #	UNIT PRICE	EXTENDED
Other Hardware				
1	16 Port Power Supply (Power Supply for Cameras, Microphones and Accessories)	AL-R815DC816ULC	\$365.00	\$365.00
1	Spice Technologies 4-Channel Color Duplex Multiplexer	PV-RMX4CD	\$675.00	\$675.00
1	ITS 1 Channel Data/Time Overlay (Non-upgradeable)	IT-OT01	\$355.00	\$355.00
3	DVD-R Media, 4.7 GB Each (10 Pack)	DVDR-LJC	\$0.00	\$0.00
1	Uninterruptible Power Supply 500VA	UPS-500	\$185.00	\$185.00
1	Computer Speakers	COMPSPKR3	\$45.00	\$45.00
1	15" Flat Screen LCD Monitor	MKM19LCD	\$345.00	\$345.00

			SUB-TOTAL	\$14,395.00
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INSTALLATION AND TRAINING (To Be Determined After Site Survey)				\$2,159
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Customer To Provide Cable Installation to Specification				
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0	THREE YEAR Pre-Paid Extended Warranty Option- Total of FOUR Years Coverage		\$4,894.00	\$0.00
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			SYSTEM TOTAL	\$17,554.00
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(Optional) Third party administrated lease option - 5 years (one annual payment)	Initial here if selecting lease	<input type="checkbox"/>	\$4,722.63
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TERMS AND CONDITIONS:


- A. Please see Exhibit A for sample Statement of Work -To be reviewed at Pre-Installation meeting.
- B. **WARRANTY INFORMATION:** Systems fully warranted for 12-Months, parts and labor See Exhibit B.
- C. **DELIVERY:** Please allow estimated 60-90 days from date of written purchase order (or date of first payment when applicable) for delivery.
- D. Custom equipment orders may not be returned. Stock merchandise and accessories may be returned if in the original packaging provided a restocking fee of not less than twenty-five percent (25%) or such greater restocking fee as determined by WSP's supplier is paid by customer.
- E. This quote does not include State and Local taxes. Customer to provide tax exempt certificate or taxes will be added to the invoice.
- F. Payment terms; 50% w/ht order, 50% upon system installation. Special Payment Terms requests need to be submitted in writing
- G. **QUOTATION IS VALID FOR 90 DAYS**
Please mail purchase orders to Word Systems, 9225 Harrison Park Court Indianapolis, IN 46216 or FAX-317-544-2132

Approved By	PO#
-------------	-----

Title	DATE
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U.S. COMMUNITIES
COMMUNITY FUNDING ALLIANCE



U.S. Communities IT Products, Services and Solutions Contract # RUG00-MIT35-426 (Replaces R&S/0200)

Exhibit A Customer Responsibility	Word Systems Responsibility
Pre-install:	Pre Install:
Determine Cabling needs and pathways	Coordinate Pre-Installation Phone call
Provide a safe platform/table for the iRecord system and components if a rack system is not purchased.	Determine location for equipment
If installing Enterprise System customer provided server must have Microsoft Server 2003 or 2008 installed (See	Camera and microphone positions will be determined.
Existing cameras and microphones need to be terminated to our specs	An agreement will be reached if they are internal or external wall installations.
Provide power receptacle within three feet of the appliance. With a minimum of two receptacles.	Make sure that the iRecord capture machine placement is in a room that has proper ventilation and cooling, and is environmentally controlled with clean power.
Install:	Cabling needs will be identified
If customer requires antivirus software; they must provide their antivirus software at the time of install.	Coordination of technical/IS details
Customer's IT department must provide static IP address.	Will coordinate installation date with customer.
Provide wiring or vendor to run CAT5 cable for microphone and Siamese RG59 for camera, provide single gang drywall cutout for microphone, provide access if masonry exists.	Installation:
If connecting to the network, the customer must have IT personnel present during the installation.	Technician will adjust cameras during the initial install. Once the ATP has been signed, any additional camera adjustments will be on a bid/sales order basis. A project proposal will need to be signed by
If required connect audio/video connectors to any observation room customer provided TV(s).	Is only responsible for the part numbers listed on the Sales Order.
Be responsible for all equipment other than the standard iRecord equipment listed on the original sales order. EX: TV's, amps, multiplexor	Load antivirus onto the machine at the customer request.
Do not schedule interviews during the installation process.	Provide the customer contact with updates throughout the install process; starting at the date of install until the ATP has been signed off.
Provide local admin rights to WSI for each PC remote browsers are installed on. Customer to provide hardware for client applications that meet or exceed specifications	Will give a progress report at the end of each day to the customer contact.
Training:	Will conduct iRecord software set up, final terminations, connect to customers network
Will have all personnel that will operate iRecord, onsite when training occurs.	Will verify installation action is complete with customer during the ATP process.
Do not perform any alterations on the iRecord systems without WSI Service manager approval.	Training:
	Will train all personnel



WORD SYSTEMS, INC.

Exhibit B
Technical Services Agreement

This is a technical services agreement (hereafter referred to as **Agreement**) between Word Systems, Inc. (hereafter referred to as **WSI**) and the Customer ;*Named on Quote Sheet Tab* (hereafter referred to as **Customer**). Customer's signature on the Quotation, Price Sheet or other document to which this Agreement is an Exhibit constitutes Customer's agreement to the terms and conditions below.

This Agreement, together with its Attachments and any related sales quotations, price sheets or other documents to which it is attached, which are all hereby incorporated by reference, sets forth the entire understanding of the parties hereto with respect to its subject matter, and supersedes any other agreement, verbal, written and/or implied.

WSI agrees to support, maintain and repair Customer's equipment and/or software listed below on a best efforts basis for the charges shown on the price tab. This Agreement becomes effective upon completion of installation, and shall continue for the term, also shown on the price tab. No refunds shall be given for Technical Services Agreements cancelled or terminated during the term, except as expressly set forth herein. The rates herein may be increased upon renewal and as otherwise set forth in this Agreement considering factors that include, but are not limited to, inflation, fuel costs, availability of parts, software, history of support calls and parts used during previous term. Technical Services shall be invoiced in advance of each term. At the end of the initial term, this Agreement will automatically renew for successive one-year terms at WSI's then current annual rates unless either party provides written notice of non-renewal at least 30 days prior to the applicable expiration date.

I. SERVICE WSI will provide to Customer best efforts maintenance and repair service

- A.** Support on software and equipment listed on the quotation tab of this agreement hereto. WSI may provide error correction on software by means of a "temporary fix," in which case it will continue to use reasonable efforts to pursue a permanent solution.
- B.** Twenty-four hour phone and/or modem support.
- C.** Emergency onsite response 24x7, 365 in cases where a system is not recording.
- D.** Repairs will be performed and replacement parts will be furnished at no charge on a best efforts basis, provided that Customer returns the defective parts. The returned defective and/or worn parts replaced become property of WSI. WSI reserves the right to replace or exchange any defective piece of equipment or accessory with another if it is determined there is a need to do so, regardless of age or serial number. WSI personnel will perform the installation or repair of any WSI system on a best efforts basis.
- E.** Installation of equipment, field engineering, change orders or enhancements to basic equipment and software that is required by the manufacturer to correct a problem. It must be determined to be essential and be needed to keep the equipment running. This does not include extra features and enhancements that are sold to increase performance or functionality. Onsite work will be done during WSI's regular business hours, except for emergency services.
- F.** All training by WSI will be done at Customer's site or a WSI office between 8 am and 5 pm, Monday through Friday, EST, excluding holidays.

II. CHARGES Additional Charges, if any, will be assessed per this Agreement as shown below:

- A.** Customer agrees to pay for any consumable items provided by WSI. Customer agrees to pay for parts that normally wear out if older than 5 years. Customer agrees to pay for the repair of items damaged or dropped by Customer.
- B.** WSI will charge for time and materials for performing any services connected with relocation of equipment and expansions of equipment. WSI will charge time and materials rates for all repairs and software support needed to repair computer virus contamination of our WSI Computer System. The Customer agrees not to load any software on our WSI computer without written permission from the WSI Service Manager. WSI is not responsible for telephone lines, induced noise by radio stations and other equipment, cabling and connections other than those items WSI supplies to the Customer to install WSI equipment.
- C.** WSI will charge for any installation of equipment upgrades and expansions, software enhancements, software and related modifications or additional attachments and accessories that the Customer requests but would not normally be essential to keeping the equipment operational with its then current functionality.
- D.** WSI will charge for any parts that must be replaced due to cause other than normal wear and tear or damages caused by accident, abuse, or for work done due to inadequate training or operator errors.
- E.** New additional equipment or software purchases will result in adjustment of maintenance and support charges. Customer will be invoiced for support premiums related to such additions. The invoice will be pro-rated to coincide with the term of this Agreement
- F.** Service charges for equipment or software or training not covered by this Agreement will also be at the current prevailing Word Systems, Inc. rates.
- G.** WSI shall not have any obligations with respect to problems due to any modification of the equipment or software by anyone other than WSI, the improper combination of equipment or software with other products not provided by WSI, or the use of the software or equipment in an unreasonable manner. Any services that WSI agrees to perform due to the foregoing shall be charged at then current rates.
- H.** WSI shall not have any obligations with respect to problems due to Customer's failure to install standard software updates or comply with the manufacturers' recommended operating environment or specifications, or due to changes in Customer's own network or hardware. Any services that WSI agrees to perform due to the foregoing shall be charged at then current rates.

III. EXCLUSIONS WSI will not provide:

- A.** Electrical work or cables, plumbing, drilling or carpentry work external to WSI equipment.
- B.** Maintenance of accessories, attachments or other devices not furnished by WSI.
- C.** Free loaner equipment. WSI recommends the Customer buy spare terminals and accessories to replace broken units until WSI can make repairs (if the application is so critical that repairs can't wait).
- D.** Free repairs for damages from external computer virus contamination.
- E.** Free repair for lightning and high voltage power surge damage to our equipment while at the Customer's site.
- F.** Operator training by a WSI support technician. See WSI account representative for all training needs.

G. Additional equipment or upgrades to existing equipment or operating systems, software or other tools or utilities or networks or components that may be required in connection with a manufacturer's major software upgrade.

H. Support in resolving network, workstation, database, environmental or other errors not directly related to the software and equipment listed in this Agreement.

I. Movement of equipment to a new location.

Warranty Exclusion: WSI is providing technical services and support in lieu of any warranties or service commitments from WSI to the fullest extent permitted by law, the services herein and the software and equipment are provided "as is." WSI does not warrant that the equipment and software will operate uninterrupted or error free or that all defects will be corrected or that they will meet customer's requirements or will operate in combinations with other equipment, software, or data not provided by WSI. WSI disclaims all warranties, express or implied, with respect to any of the foregoing, including but not limited to any implied warranty of merchantability or fitness for a particular purpose, workmanlike efforts, non-infringement or warranties arising by statute or otherwise in law or from a course of dealing or usage of trade.

IV. WSI RESERVES the right to modify or delete any term or condition of this Agreement by giving a 30-day prior notice to Customer, in which case Customer may terminate this Agreement by giving WSI written notice of its intent to terminate within 30 days of its receipt of notice from WSI regarding the change, in which case WSI will provide a pro-rata refund of pre-paid technical service fees for the remainder of the term.

V. LIABILITY DISCLAIMERS WSI shall not be liable or held responsible for any delay in or failure or defect of performance under this Agreement, or be liable for any other consequence, damage, injury, or loss, caused by or resulting from any act, event, occurrence, or cause beyond the reasonable control of WSI, including (without limitation) acts of God, war, fires, explosions, floods, strikes, major mechanical breakdown, system malfunctions, interruption of utility services, acts of any unit of government or agency thereof, work stoppage, breakdown, virus contamination, theft, loss of data, lack of available parts from the manufacturer, loss caused by power failures, loss caused by lack of Customer equipment or software backups, or work done due to lack of proper training of Customer's personnel. Customer is expected to backup all data, voice and video files and to protect the computer from incoming virus damage. Service calls that are caused by any of the foregoing exclusions shall be invoiced at the currently published time and materials rates.

To the fullest extent permitted by law:

WSI and its officers, directors, employees, shareholders, agents and representatives shall not be liable to customer or any other party for incidental, special, exemplary or consequential damages (including, without limitation, loss of anticipated profits, loss of data, and loss of goodwill) arising out of or related to this agreement or the good and services provided, even if advised in advance of the possibility of such damages.

Except with respect to damages caused by WSI's willful misconduct, WSI's liability (including attorneys' fees) to customer or any third party arising out of or related to this agreement and the good and services provided shall, for any and all causes and claims regardless of the form of action, whether based on contract, tort, negligence, strict liability, indemnification or otherwise, in the aggregate not exceed the price paid by reseller for the particular good(s) or service(s) involved prior to such claim's accrual under which such damages arose.

VI. CUSTOMER RESPONSIBILITY It shall be the responsibility of the Customer to have equipment protected by WSI approved uninterruptible Power Supply (UPS) and to use WSI approved storage media and perform preventative maintenance as described in the Operators Manual, It is the responsibility of the Customer to have trained personnel operating the equipment. Additional training is available from WSI for an additional charge as new people are hired to run the equipment. The Customer shall make the equipment available to the technical services representative as soon as a representative arrives on-site and agrees to allow the WSI technical services representative access to the equipment, immediately upon arrival. Access will be given to him/her for as long as it takes to repair and adequately test the equipment.

VII. TRAINING Training provided with the purchase of a system consists of on-site training upon completion of installation as agreed upon in Exhibit A. Detailed training shall encompass an overview of all functions and features necessary to operate equipment. It is the responsibility of the Customer to have basic PC knowledge prior to system training on new equipment. Upon completion of initial training should Customer require additional training of staff, WSI will invoice Customer at standard WSI training rates.

VIII. GOVERNING LAW; VENUE This Agreement and any matters and disputes related thereto shall be governed by and construed in accordance with the laws of the State of Indiana without regard to the choice of law principles thereof. Any cause of action arising hereunder may only be brought in a federal or state court located in Marion County, Indiana. Each party expressly agrees that Marion County shall be deemed to be a county of preferred venue and each such party waives any entitlement each might otherwise have to a transfer of venue out of Marion County under any preferred venue requirements of Indiana Trial Rule 75 or any other venue rules or laws which may be applicable. The parties hereby submit to the exclusive jurisdiction, those courts.

IX. SEVERABILITY In the event that any of the provisions of this Agreement is held to be invalid or unenforceable in whole or in part by a court of competent jurisdiction, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable provisions had not been included in this Agreement, and this Agreement shall be construed by adding a valid provision which effectuates the intent of the invalid provision as nearly as lawfully possible.



CITY OF GERMANTOWN

REPORT TO: THE BOARD OF MAYOR AND ALDERMEN

DATE: February 10, 2014

FROM: Patrick J. Lawton, City Administrator

SUBJECT: ACCEPTANCE OF DONATION TO FIRE DEPARTMENT

INTRODUCTION: The purpose of this agenda item is to recognize donations to the Fire Department totaling \$258.00, and approve Budget Adjustment Number 14-57.

BACKGROUND:

The Germantown Woman's Club provides support to various groups throughout the Germantown community, including the Fire Department and specifically the LAFS Clown Troupe. The LAFS Clown Troupe helps by providing fire safety education for the community.

DISCUSSION:

The Germantown Woman's Club, along with members Teresa Sweeney, Patricia Melvin, Susan Kingston, Karen Grant, and Catherine King, wishes to donate \$258 to the Fire Department to be used by the LAFS Clown Troupe for public safety education.

VISION 2020:

Providing public fire safety education supports the Vision 2020 goal of Germantown being the safest city in the southeast. The use of grant funds also helps reduce operating costs.

ATTACHMENTS:

Budget Adjustment 14-57

PREPARED BY: *Jody Dwyer* _____

Jody Dwyer, Fire Marshal

REVIEWED BY: *John Selberg* _____

John Selberg, Fire Chief

REVIEWED BY: **Ralph J. Gabb** _____

Ralph J. Gabb, Finance Director

