Stefanie Dalton
Mayor

Martin Granum
City Manager

City of Red Bank

BOARD OF COMMISSIONERS WORK SESSION

Work Session Agenda
April 7, 2026
4:30 PM

The purpose(s) of the meeting shall be for the Commission to receive, consider, discuss, deliberate, and debate the matters listed herein below and such other public business as may lawfully be undertaken provided that no formal votes are to occur and no matters or issues will be formally decided upon at this meeting.

I. Budget 101 and a look at the building of the budget (CM Granum)

II. On Consent Agenda - Agreement with Edmunds for Finance and Parks and Rec management for $21,207.29 per year Res No. 26-1890 (DAF Perry)

III. On Consent Agenda - Approve contract with Bravo Fence for replacement of Kid's Corner fence in the amount of $10,529.00 Res No. 26-1891 (PWD Tate)

IV. On Consent Agenda - Recognize National Telecommunicator's Week 2026 is April 12-18, 2026 Res No. 26-1892 (DAF Perry)

V. On Consent Agenda - Authorizing the allocation and expenditure of interest earned on American Rescue Plan Act (ARPA) state and Local Fiscal Recovery Funds (SLFRF) Res No. 26-1894 (CDD Slay)

VI. On Consent Agenda - Declare vacant the Office of the Judge of the City Court for the City of Red Bank, TN Res No. 26-1893 (CM Granum)

VII. Third Quarter Budget Amendments - first reading - Ord No. 26-1302 (CFO Pickel)

VIII. Proposed Speed Limit Reduction from Stringer's Ridge Tunnel to Hedgewood Drive Ord No. 26-1303 (PC Seymour & PWD Tate)

IX. Proposed Speed Limit Change on Ashland Terrace and on Dayton Boulevard in the downtown area Ord No. 26-1304 (PC Seymour & PWD Tate)

X. Proposed Establishment of School Zones and Speed Limits Ord No. 26-1305 (PC Seymour & PWD Tate)

XI. Agreement with Blue Line Solutions Resolution Res No. 26-1895 (PC Seymour)

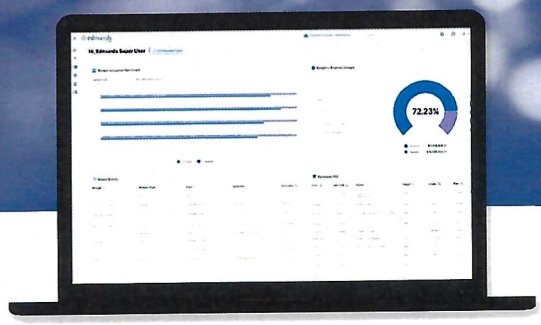
XII. Citizen Comments on Items on the Work Session Agenda

> **5:45 Hard stop to allow citizen comments on items on this Work Session Agenda (CM Granum)**

XIII. Any other business to discuss

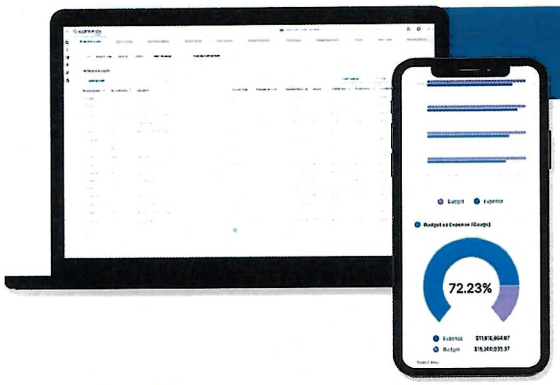
XIV. Adjournment

Edmunds Ethos



Edmunds Ethos is a cloud-native, browser-based ERP system that manages your government's operations. Designed to be intuitive and mobile-friendly, Edmunds Ethos can adapt to your workflows and processes and is supported by unmatched customer service from a company that is **100% dedicated to government software**.

Ethos is robust and secure, featuring role-based access controls, encryption, and Multi-Factor Authentication (MFA). You can easily find the data you need through global search, powerful filters, and comprehensive reports, all exportable to Excel. It also provides in-app and email notifications, context-sensitive help built into the system, an API for integrations, and more.



Edmunds Ethos Finance

Edmunds Ethos Finance is a fully integrated accounting system that simplifies your financial processes, ensuring you can operate quickly and precisely, improving your government's performance and eliminating complexity.

Finance Features

- Seamless MCSJ Revenue Integration
- Chart of Accounts Management
- Budget Preparation
- Projects
- Fixed Asset Management
- Bank Reconciliation
- Accounts Payable
- Vendor Management
- Purchase Orders
- Purchase Requisitions
- Customizable Approval Workflows
- Positive Pay
- Purchase Cards
- Contracts
- Financial Statements and Reporting
- Excel Export
- And More

Pairs Well With MCSJ: **Tax Billing + Utility Billing + Payments**

edmundsgovtech.com
info@edmundsgovtech.com
888.336.6999

edmunds GovTech

edmunds GovTech

The e5 Implementation Method

Edmunds GovTech is focused on providing the best-in-class implementation services. Our proprietary, customer-centric implementation process is focused on one thing: providing our customers with the most efficient, thorough, and engaging experience possible.

Engage: Project Planning

During the Project Planning Phase, the entire project is reviewed, planned, and scheduled with the client's designated project manager. The project management team will discuss the overall implementation process, key milestones within the project's lifecycle, and expectations for success.

Explore: Requirements Gathering

Within the Business Process Review (BPR), the Edmunds team will collect all data files and perform a detailed analysis. Together, we will review business processes, existing data, and critical business needs. Our expert consultants then plan and document how the client's data will be converted and how the system will be configured to meet the client's business requirements.

Evaluate: Data Conversion

After the data is converted, our experts perform thorough testing and detailed assessment to ensure quality, accuracy, and business usability. The converted data is then reviewed and approved by the client for use during training.

Educate: Training & Configuration

Training is the most unique aspect of implementation, as we emphasize education during each phase. Our team provides training and user documentation in a variety of ways, working around client schedules to ensure success. Our user portal, Community, also has an extensive library of knowledge base articles, release guides, and user-driven forums to enhance your experience.

Empower: Go Live

Our goal is to empower our clients to be experts in their own system so they can operate effectively. To ensure our clients remain knowledgeable of their system, we continually provide post-implementation training opportunities, such as user groups, online webinars, and a dedicated Customer Success Manager.

Parks & Recreation

Programs & Services Offered to Residents

edmunds GovTech

Our **Parks & Recreation** module is designed to create, process, and manage the needs of your recreation department with ease.

This system comes complete with online and in-office registration, audit tracking, program availability, automated notifications, report generation, and much more!

CUSTOMIZABLE PROGRAM OPTIONS

CONVENIENT FACILITY RENTALS

POOL MEMBERSHIP TRACKING

LOCKER / UNIT RENTALS

ID CARD PRINTING AND SCANNING

AUTOMATED EMAIL COMMUNICATION

Parks & Recreation Features Include

- Online & In-Office Registration
- Create & Manage Programs
- Program Calendar & Optional Wait List
- Optional Age & Grade Restrictions
- Program Instructor Management Features
- Attendance Tracking & Class Lists
- Swift Shopping Cart Checkout Process
- Resident vs Non-Resident Fee Option
- Records, Reports & Audit Tracking
- Customizable Interface & Settings
- Easily Track & Record Payment Information
- Online Payments & Bookings MCSJ Integration

www.EdmundsGovTech.com | 609-645-7333 | Info@EdmundsGovTech.com

edmunds GovTech

Customer:	Red Bank City	**Sales Order**	
Customer Address:	3105 Dayton Boulevard Red Bank, TN 37415	**Order #:**	00012069
Customer County:	Hamilton	**Sales Order Date:**	March 18, 2026
Customer Admin Contact:	Tracey Perry	**Effective Date:**	Date of customer signature below
Customer Admin Phone:	423-877-1103	**New/Add-On:**	New Logo Core
Customer Admin Email:	tperry@redbanktn.gov	**Sales Rep:**	Darrin Love

Investment Summary

Software Services - Subscription	$21,207.29
Professional Services - Implementation	$14,290.99
Conversion Services	$5,685.60
Year 1 Investment:	**$41,183.88**

Summary Notes

One-time Implementation Fees: 50% will be due upon execution of the contract, 25% will be invoiced 60 days after the Effective Date and the remaining 25% will be invoiced upon the earlier of project acceptance or first production use.

One-time Data Conversion Fees: 50% will be due upon execution of the contract, 25% will be invoiced 60 days after the Effective Date and the remaining 25% will be invoiced upon the earlier of project acceptance or first production use.

Annual Subscription Fees: 100% will be invoiced upon execution of the contract for the first annual term. Thereafter, 100% of each subsequent annual fee will be invoiced annually, 60 days prior to the anniversary of the term date.

All invoices shall be paid within 30 days of the invoice date. Fees may increase annually with renewal terms subject to the National Consumer Price Index (CPI) or four percent (4%) of prior year's fees.

Software Services - Subscription	**Amount**
Ethos Finance - 3 Year	$15,066.84
Online Bill Pay (WIPP) - Parks & Rec - 3 Year	$1,023.41
Parks & Recreation Facilities - 3 Year	$2,558.52
Parks & Recreation Programs - 3 Year	$2,558.52
Annual Fees:	**$21,207.29**

Professional Services - Implementation	Amount
Ethos Finance Implementation	$6,213.47
Online Bill Pay (WIPP) - Implementation	$621.35
Parks & Recreation Implementation	$7,456.17
One Time Fees:	**$14,290.99**

Conversion Services	Amount
Finance - Detail Conversion *- Chart of Accounts* *- Detailed Financial Information for current + 3 years* *Budget Activity* *General Ledger Transactions/Journal Entries* *Accounts Payable Check History* *Open and Paid Purchase Order/Voucher/Invoice/Check History* *- Vendor Master* *- Fixed Asset Master*	$5,685.60
One Time Fees:	**$5,685.60**

Software Services - Subscription Notes	Initial term of the Software Services are a 36 month subscription, commencing 90 days after the Effective Date. Thereafter, the Software Services subscription shall renew automatically for 12-month renewal terms unless written notice is provided by Customer at least 90 days prior to the expiration of the initial or then-current renewal Term. Fees may increase annually with renewal terms subject to the National Consumer Price Index (CPI) or four percent (4%) of prior year's fees.

Professional Services - Notes	Includes all standard implementations listed under "Professional Services - Implementation"

Sales Order Notes	Discovery and system demonstrations have been held. Live, remote implementation & training. Onsite available upon request with travel expenses. Quoted data conversion scope of work based on typical projects. Alternate conversions available upon request and priced accordingly. Any post signature acceptance project requests are subject to added costs. System live dates determined by EGT project management staff. Estimated systems go live time frame 16 months for initial phase. ERP implementations usually require multiple phases and extend beyond this. SHI Quotation #: 27234735; OMNIA Contract #: 2024056-02 Valid until April 30, 2026

Please return executed Sales Orders
via DocuSign or Email to:
Edmunds GovTech
SalesOrders@EdmundsGovTech.com
P: 888.336.6999 | F: 609.645.3111
www.EdmundsGovTech.com
Sales Order #: 00012069

_____ THE UNDERSIGNED IS AUTHORIZED TO EXECUTE THIS SALES ORDER ON BEHALF OF CUSTOMER AND ACKNOWLEDGES AND AGREES ON BEHALF OF CUSTOMER THAT (A) ALL SERVICES SET FORTH IN THIS SALES ORDER ARE SUBJECT TO AND GOVERNED BY THE EDMUNDS GOVTECH, INC. SERVICE TERMS AND CONDITIONS AVAILABLE AT THE FOLLOWING URL: https://go.edmundsgovtech.com/terms (THE SERVICE TERMS), WHICH ARE INCORPORATED INTO THIS SALES ORDER, AND (B) THIS SALES ORDER, INCLUDING THE SERVICE TERMS, IS THE COMPLETE AND EXCLUSIVE AGREEMENT BETWEEN EDMUNDS GOVTECH (OR OUR AFFILIATE PROVIDING THE SERVICES DESCRIBED HEREIN) AND CUSTOMER CONCERNING THE SUBJECT MATTER HEREOF AND SUPERSEDES ANY PRIOR OR CONTEMPORANEOUS TERMS AND CONDITIONS, INCLUDING ANY PURCHASE ORDER CUSTOMER MAY PROVIDE OR ANY PRIOR COURSE OF DEALING OR USAGE OF TRADE, AND SUCH ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS SHALL HAVE NO FORCE OR EFFECT.

EDMUNDS GOVTECH, INC.

By: Darrin Love Date: 03/18/2026
Darrin Love
Regional Sales Director

Red Bank City

By: Date:
Tracey Perry
Director of Administration

FOOD CITY

Coronavirus State and Local Fiscal Recovery Funds

Frequently Asked Questions

This document contains answers to Frequently Asked Questions (FAQs) regarding the Coronavirus State and Local Fiscal Recovery Funds (SLFRF, or Fiscal Recovery Funds) program. The 2022 final rule became effective April 1, 2022. On December 29, 2022, Congress amended the SLFRF program in the Consolidated Appropriations Act, 2023 (2023 CAA) to provide state, local, territorial and Tribal governments more flexibility to use SLFRF funds to provide emergency relief from natural disasters, build critical transportation infrastructure, and support community development. On August 10, 2023, Treasury released an interim final rule implementing these new eligible uses; this interim final rule was published in the *Federal Register* on September 20, 2023.

Generally, the 2023 CAA did not alter the existing eligible uses, and recipients may continue to use SLFRF funds in accordance with the 2022 final rule.

In November 2023, Treasury issued the Obligation interim final rule (Obligation IFR) to address recipients' questions and comments regarding the definition of obligation. The Obligation IFR clarifies the definition of "obligation" in Treasury's implementing regulations for the SLFRF program and provides related guidance to give additional flexibility and clarity to recipients to support their use of SLFRF funds.

The following FAQs include existing FAQs that address questions regarding the 2022 final rule, existing FAQs that have been updated to address the new eligible uses discussed in the 2023 interim final rule and the guidance in the Obligation IFR, and new FAQs that address the new eligible uses discussed in the 2023 interim final rule.

Treasury intends to update this document periodically in response to questions received from stakeholders. Previously, this document was named "2022 Final Rule Frequently Asked Questions." The title has been updated to "State and Local Fiscal Recovery Funds Frequently Asked Questions."

Two tables are provided below: (1) a revision table to assist in identifying the FAQs that are new or have been updated, including those FAQs that are new or have been updated to address the 2023 interim final rule; and (2) a table of key links to assist in accessing other program information. For general questions about the SLFRF program, please email SLFRF@treasury.gov.

Answers to frequently asked questions on distribution of SLFRF funds to non-entitlement units of local government (NEUs) can be found in this FAQ supplement.

Answers to frequently asked questions on the taxability and reporting of payments from SLFRF can be found in this FAQ issued by the IRS.

Answers to frequently asked questions that are unique to the 2021 interim final rule remain available at 2021 Interim Final Rule: Frequently Asked Questions.

Throughout these FAQs, Treasury may refer readers to relevant sections of the Overview of the 2022 Final Rule and the Overview of the 2023 Interim Final Rule. The overviews provide a summary of major provisions of the 2023 interim final rule and 2022 final rule, respectively, for informational purposes and are intended as brief, simplified user guides to the 2022 final rule and 2023 interim final rule provisions. The descriptions provided in the overviews summarize key provisions of the 2022 final rule and 2023 interim final rule but are non-exhaustive, do not describe all of the terms and conditions associated with the use of SLFRF funds, and do not describe all requirements that may apply to these award funds. Any SLFRF funds received are subject to the terms and conditions of the agreement entered into by Treasury and the respective jurisdiction, which incorporate the provisions of the 2022 final rule, the 2023 interim final rule, and the guidance that implements this program.

FAQ Categorization

Version	Date	Category	FAQ #
1.0	April 27, 2022	FAQs retained with slight modifications from the 2021 Interim Final Rule: Frequently Asked Questions document (please note that FAQ numbering has changed between the two documents)	#1.1 – #1.2, #1.4 – 1.7, #2.10, #2.12 – #2.13, #3.8 – #3.13, #4.3, #4.5, #6.10 – #6.11, #6.14, #8.1, #8.3, #10.1 – #10.2, #11.1 – 11.3, #11.6 – 11.12, #12.1 – 12.2
1.0	April 27, 2022	New or Substantially Updated FAQs	#1.3, #1.8, #2.1 – #2.9, #2.11, #2.14 – #2.24, #3.1 – 3.7, #3.14, #4.1 – #4.2, #4.4, #4.6, #4.7 – #4.10, #5.1 – #5.4, #6.1 – #6.9, #6.12 – #6.13, #6.15 – #6.16, #8.2, #11.4 – #11.5, Section 13
2.0	July 27, 2022	Updated FAQs	#2.14, #3.1, #4.9
2.0	July 27, 2022	New FAQs	#6.17 - #6.20, #13.13 - #13.17
2.1	April 10, 2023	New FAQ	#4.11
3.0	February 1, 2024	FAQs updated to address the 2023 Interim Final Rule	#2.6, #3.1, #3.3, #4.1, #4.2, #4.3, #4.4, #4.5, #4.6, #4.9, #4.11, #6.3, #6.12, #6.13, #6.15, #6.18, #6.20, #13.16
3.0	February 1, 2024	FAQ updated to address the Obligation Interim Final Rule	#13.17
3.0	February 1, 2024	New FAQs	Section 14, Section 15, Section 16

3.0	March 5, 2024	Updated FAQ	#2.14
4.0	March 29, 2024	New FAQs	Section 17
4.0	March 29, 2024	FAQs updated to address the obligation Interim Final Rule	#13.14, 13.17, 16.10

SLFRF Resources

Item	Description
SLFRF Homepage	SLFRF program website
2021 Interim Final Rule	Text of the 2021 interim final rule
2022 Final Rule	Text of the 2022 final rule
Overview of the 2022 Final Rule	Summary overview of 2022 final rule
2022 Final Rule Webinar	Recording of a webinar describing the 2022 final rule
2022 Final Rule Webinar Slides	Slide deck associated with the 2022 Final Rule Webinar
2023 Interim Final Rule	Text of the 2023 interim final rule
Overview of the 2023 Interim Final Rule	Summary overview of the 2023 interim final rule
Obligation Interim Final Rule	Text of the obligation interim final rule
Obligation Interim Final Rule Quick Reference Guide	Summary overview of the obligation interim final rule
Non-Entitlement Units (NEUs) FAQs	FAQs associated with the distribution of SLFRF funds to NEUs
Tribal Government Fact Sheet	Summary of the 2022 final rule for Tribal Governments
Affordable Housing How-To Guide	Provides guidance on how to use SLFRF funds for affordable housing production and preservation
Statement Regarding Compliance with the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule and Final Rule	Provides guidance on compliance with the 2022 final rule and 2021 interim final rule
Tool for Determining Low and Moderate Income (LMI) Households	Microsoft Excel file containing data and guidance on determining low-and-moderate income thresholds
Compliance and Reporting Guidance	Describes compliance and reporting responsibilities under the SLFRF program

8.3. May recipients use Fiscal Recovery Funds to fund Other Post-Employment Benefits (OPEB)?

OPEB refers to benefits other than pensions (see, e.g., Governmental Accounting Standards Board, "Other Post-Employment Benefits"). Treasury has determined that Sections 602(c)(2)(B) and 603(c)(2) of the Social Security Act, which refer only to deposits to pensions funds, do not prohibit SLFRF recipients from funding OPEB. Recipients may use funds for eligible uses, and a recipient seeking to use SLFRF funds for OPEB contributions would need to justify those contributions under one of the seven eligible use categories.

9. Reporting

Recipients should consult the Recipient Compliance and Reporting Responsibilities page on Treasury's website to access the latest Compliance and Reporting Guidance. Recipients should consult this guidance for additional detail and clarification on recipients' compliance and reporting responsibilities. User guides, which also contain FAQs pertaining to reporting, are provided for additional information.

10. Miscellaneous

10.1. Are recipients required to remit interest earned on SLFRF payments made by Treasury?

No. SLFRF payments made by Treasury to states, territories, and the District of Columbia are not subject to the requirement of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR Part 205 to remit interest to Treasury. SLFRF payments made by Treasury to local governments and Tribes are not subject to the requirements of 2 CFR 200.305(b)(8) and (9) to maintain SLFRF award funds in an interest-bearing account and remit interest earned above $500 on such payments to Treasury. Moreover, interest earned on SLFRF award funds is not subject to program restrictions. Finally, states may retain interest on payments made by Treasury to the state for distribution to NEUs that is earned before funds are distributed to NEUs, provided that the state adheres to the statutory requirements and Treasury's guidance regarding the distribution of funds to NEUs. Such interest is also not subject to program restrictions.

Among other things, states and other recipients may use earned income to defray the administrative expenses of the program, including with respect to NEUs.

10.2. May recipients use funds to cover the costs of consultants to assist with managing and administering the funds?

Yes. Recipients may use funds for administering the SLFRF program, including costs of consultants to support effective management and oversight, including consultation for

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200 (Uniform Guidance) provides definitions for "contract" and "subaward." A *contract* is a legal instrument by which a recipient or subrecipient purchases property or services needed to carry out the project or program under a federal award. A *subaward* is distinct from a contract in that a subaward is an award provided by a recipient of a federal award to a subrecipient to carry out part of a federal award on behalf of the recipient. Recipients may make subawards through any form of legal agreement, including an agreement that the recipient considers a contract. See 2 CFR 200.331 for more information on the differences between contracts and subawards.

13.10. What other background laws must recipients comply with?

SLFRF recipients must comply with all laws outlined in the SLFRF Award Terms and Conditions that the recipients accepted in connection with their SLFRF award and all other applicable executive orders, federal statutes, and regulations in carrying out their SLFRF award. Recipients must also provide for such compliance by other parties in any agreements it enters into with other parties relating to the award. The award terms listed specific statutes and regulations that apply to the award, but the award terms made clear that these lists were not exclusive. Particularly in the case of the SLFRF, it's not possible to enumerate the full list of federal statutes, regulations and executive orders that may be applicable to the award given that the range of eligible uses of funds is so broad, including the provision of government services.

13.11. How does Treasury treat program income?

Per 2 CFR 200.307, Treasury is specifying here that recipients may add program income to the Federal award. Any program income generated from SLFRF funds must be used for the purposes and under the conditions of the Federal award.

Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under federal awards, the sale of commodities or items fabricated under a federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with federal award funds. Interest earned on advances of federal funds **is not** program income. For more information on what constitutes "Program Income" please see 2 CFR 200.1.

13.12. Does COVID-19 and the national emergency qualify as "exigency" as a special circumstance under 2 CRF 200.320 (c) in which a noncompetitive procurement can be used? If so, may a contract utilizing this special circumstance have a term that extends beyond the national emergency? For example, may the County execute a contract (without going through a competitive solicitation) immediately with a contractor to provide services with a term through the end of 2024, relying upon this special circumstance?

17.21. Are recipients required to obligate program income for eligible uses by December 31, 2024?

As discussed in FAQ 13.11, recipients may add program income[12] earned from SLFRF funds to their award. Such program income includes that which is earned between the December 31, 2024, obligation deadline and the end of the period of performance on December 31, 2026. As with all award funds, such program income may only be used to cover an obligation that was incurred by December 31, 2024. As such, recipients may use program income earned after December 31, 2024, in one of four ways.

First, the recipient may use program income to cover the cost of eligible uses of SLFRF funds for which the recipient incurred an obligation by December 31, 2024, such as a workforce training program that the recipient had been funding with local funds.

Second, the recipient may use program income to pay for permissible upward cost adjustments in contracts or subawards, including replacement contracts and subawards, as described in FAQs 17.16 and 17.17.

Third, the recipient may use program income to cover expenses that are necessary to meet certain legal and administrative requirements, as described in the Obligation IFR and FAQ 17.10. The recipient may use funds for these purposes regardless of the amount of the estimate of such expenses the recipient reported to Treasury, if such estimate was provided.

Fourth, the recipient may use program income to cover personnel costs obligated by December 31, 2024, as described in FAQ 17.7. The recipient may use funds for these purposes regardless of the amount of the estimate of such expenses the recipient reported to Treasury, if such estimate was provided.

17.22. Can recipients use SLFRF funds as match for BEAD projects which may not be announced until 2025?

As provided by the Infrastructure Investment and Jobs Act, recipients may use SLFRF funds to satisfy match requirements under the Broadband, Equity, Access, and Deployment (BEAD) program.[13] However, the requirements of the SLFRF program still apply, including the requirement that SLFRF funds must be obligated by December 31, 2024.

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[12] Program income is defined as "gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided in § 200.307(f). (See the definition of *period of performance* in this section.) Program income includes but is not limited to income from fees for services performed, the use or rental or real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal statutes, regulations, or the terms and conditions of the Federal award, program income does not include rebates, credits, discounts, and interest earned on any of them. See also § 200.407. See also 35 U.S.C. 200–212 'Disposition of Rights in Educational Awards' applies to inventions made under Federal awards." See 2 CFR 200.1.

[13] *See* section 60102(h)(3) of the Infrastructure Investment and Jobs Act, P.L. 117-58, 135. Stat. 429, 1198 (Nov. 15, 2021).

THE RED BANK AND SODDY-DAISY CHARITABLE FOUNDATION, INC.

1200 MARKET STREET
CHATTANOOGA, TENNESSEE 37402

Patricia S. Baker
Hardie H. Stokes
John M. Roberts
Rebecca E. Browder
Charles Ingle

February 12, 2025

The City of Red Bank
3117 Dayton Boulevard
Red Bank, Tennessee 37415

VIA HAND DELIVERY
February 18, 2025

Re: Community Support Grant for 2025

Greetings:

The Red Bank and Soddy-Daisy Charitable Foundation, Inc., has determined to assist the City by awarding a grant to assist in the installation of a mural project located at Kid's Corner off Redding Road (OR) a large-scale mural project located at Morrison Springs across from Food City on a city-owned retaining wall.

For the exclusive purposes funding or partially funding:

1. A small-scale mural project located at Kid's Corner off Redding Road being the entire restroom building.

   AND/OR

2. A large-scale mural project located at Morrison Springs across from Food City being the city-owned retaining wall.

the City is awarded a grant in the amount of $21,000.00.

The Foundation's Board believes that projects that it supports should broadly benefit the citizens and residents and not necessarily target any limited group or population segment.

For funds not currently expended by the City for the referenced project purpose, it is required as a condition of accepting the Grant that the City agree to keep the funds segregated in a separate interest-bearing account established solely for the stated purposes and to affirm to the Foundation, not less frequently than annually, that the funds continue to be so held or are being expended or have been expended for the stated purpose and for no other.

The Foundation will accept the Resolution of the City Commission at its next regularly scheduled meeting (in any event prior to June 30, 2025) as an indication of the City's agreement to abide by the conditions of this Grant. The Foundation will appreciate periodic reports as the funds are expended.

BOARD OF PROFESSIONAL RESPONSIBILITY
OF THE
SUPREME COURT OF TENNESSEE

10 CADILLAC DRIVE, SUITE 220
BRENTWOOD, TENNESSEE 37027
TELEPHONE: (615) 361-7500
(800) 486-5714
Website: www.tbpr.org

RELEASE OF INFORMATION
RE: JOHNNY D. HOUSTON, JR., BPR #013834
CONTACT: HEATHER D. PIPER
BOARD OF PROFESSIONAL RESPONSIBILITY
615-361-7500

March 9, 2026

HAMILTON COUNTY LAWYER PLACED ON DISABILITY INACTIVE STATUS

By Order of the Tennessee Supreme Court entered March 9, 2026, the law license of Johnny D. Houston, Jr., was transferred to disability inactive status pursuant to Section 27.3 of Tennessee Supreme Court Rule 9.

Mr. Houston cannot practice law while on disability inactive status and shall comply with the requirements of Tennessee Supreme Court Rule 9, Section 28, regarding the obligations and responsibilities of attorneys transferred to disability inactive status. He may return to the practice of law after reinstatement by the Tennessee Supreme Court upon showing that his disability has been removed in accordance with Tennessee Supreme Court Rule 9, Section 27.7.

Houston 3553-3 rel.doc

FILED
03/09/2026
Clerk of the
Appellate Courts

IN THE SUPREME COURT OF TENNESSEE
AT NASHVILLE

IN RE: JOHNNY D. HOUSTON, JR., BPR NO. 013834
An Attorney Licensed to Practice Law in Tennessee
(Hamilton County)

No. M2026-00335-SC-BAR-BP

ORDER TRANSFERRING ATTORNEY TO DISABILITY INACTIVE STATUS

This matter is before the Court upon a petition to transfer Johnny D. Houston, Jr., to disability inactive status filed by the Tennessee Board of Professional Responsibility (hereinafter "Board") pursuant to Tenn. Sup. Ct. R. 9, § 27.3.

Upon due consideration of documentation provided by Mr. Houston via his court appointed receiver attorney and his medical provider, the Court concludes that Johnny D. Houston, Jr., suffers from a disability by reason of physical and/or mental infirmity, which renders him incapacitated to continue the practice of law.

IT IS, THEREFORE, CONSIDERED, ORDERED, ADJUDGED AND DECREED BY THE COURT THAT:

1. The law license of Johnny D. Houston, Jr., shall be transferred to disability inactive status for an indefinite period of time and until further order of the Supreme Court.

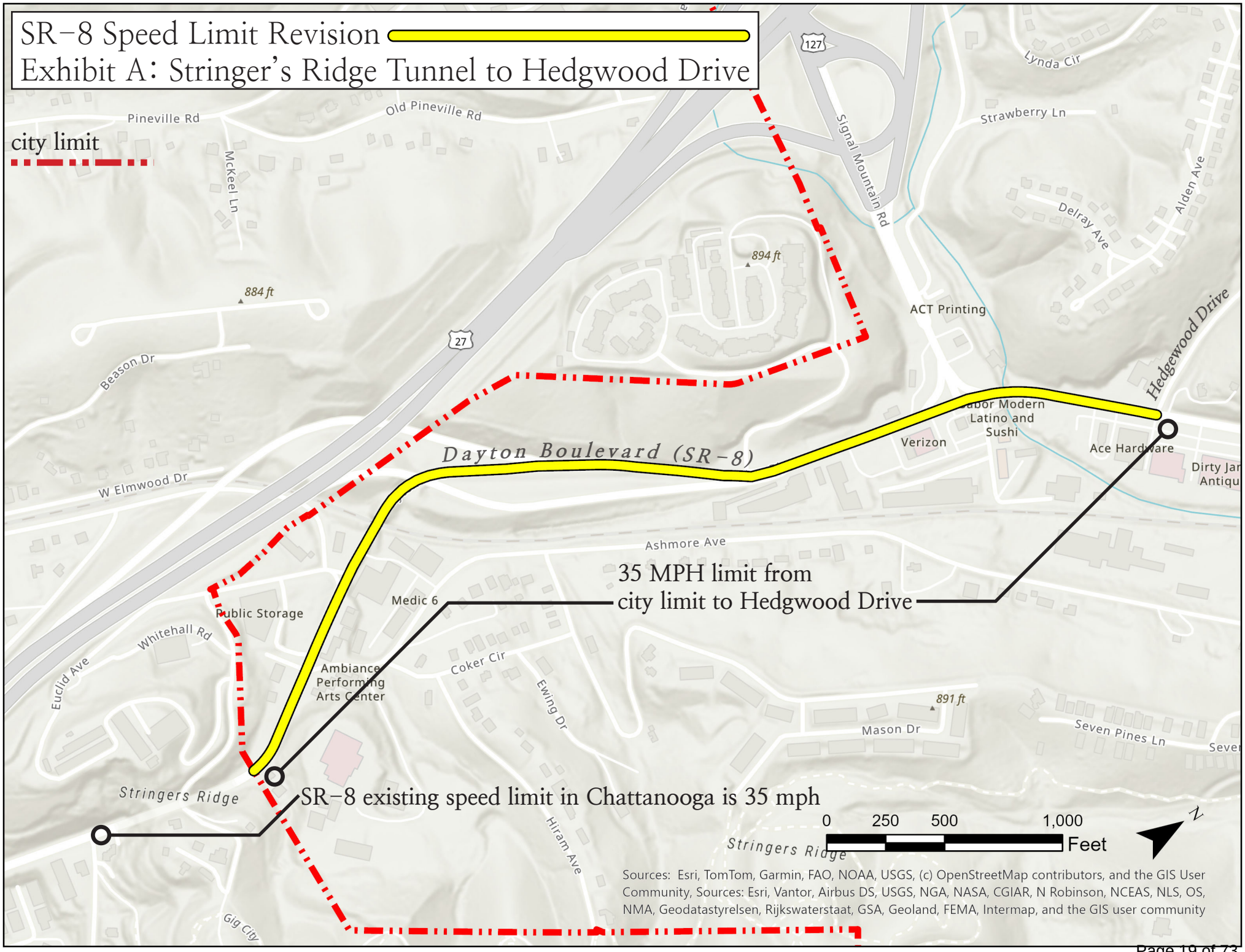
2. Mr. Houston shall comply with Tenn. Sup. Ct. R. 9 in all respects and particularly as provided in Tenn. Sup. Ct. R. 9, § 28, regarding the responsibilities of attorneys transferred to disability inactive status.

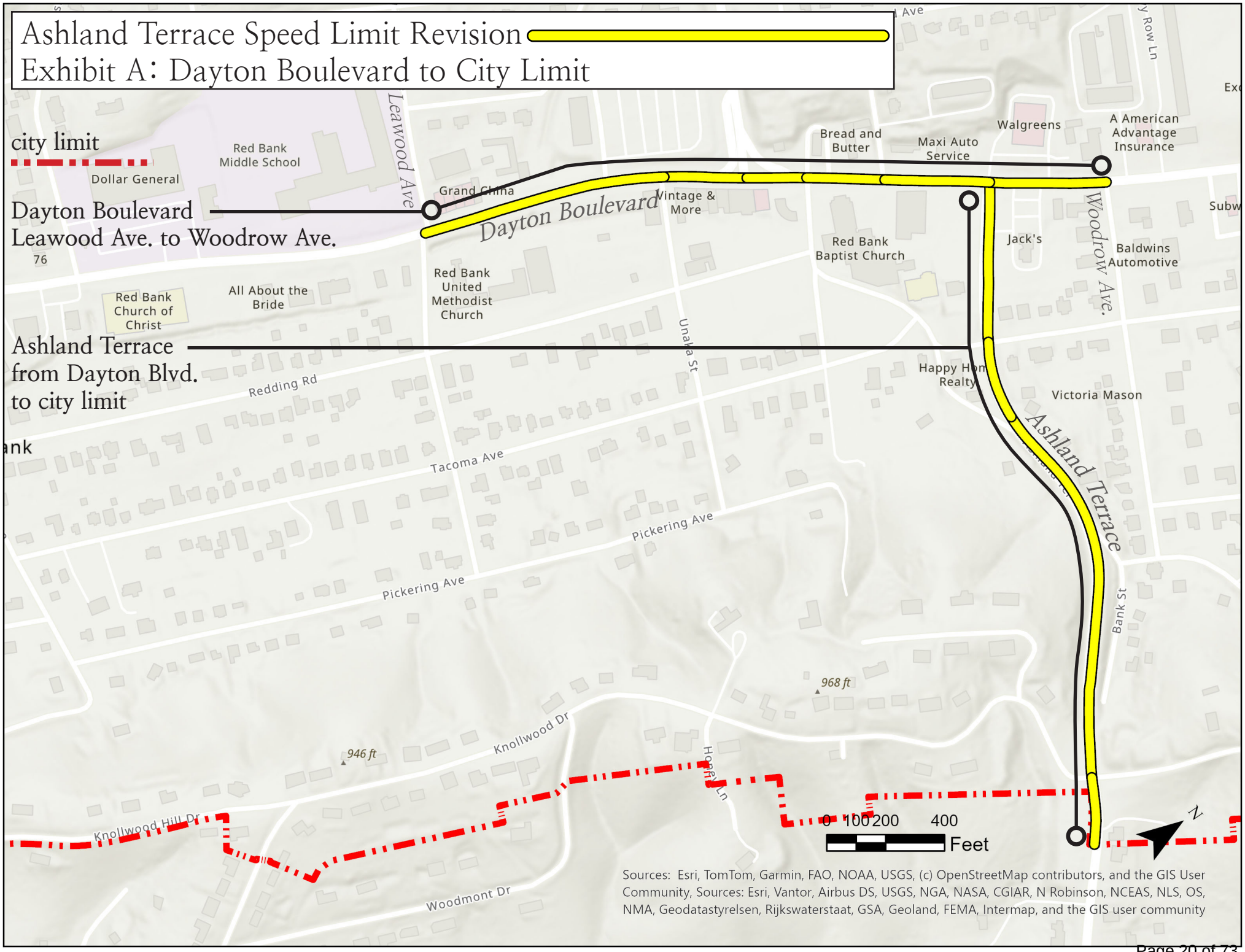
3. Mr. Houston shall be allowed to petition for reinstatement to active status pursuant to Tenn. Sup. Ct. R. 9, § 27.7.

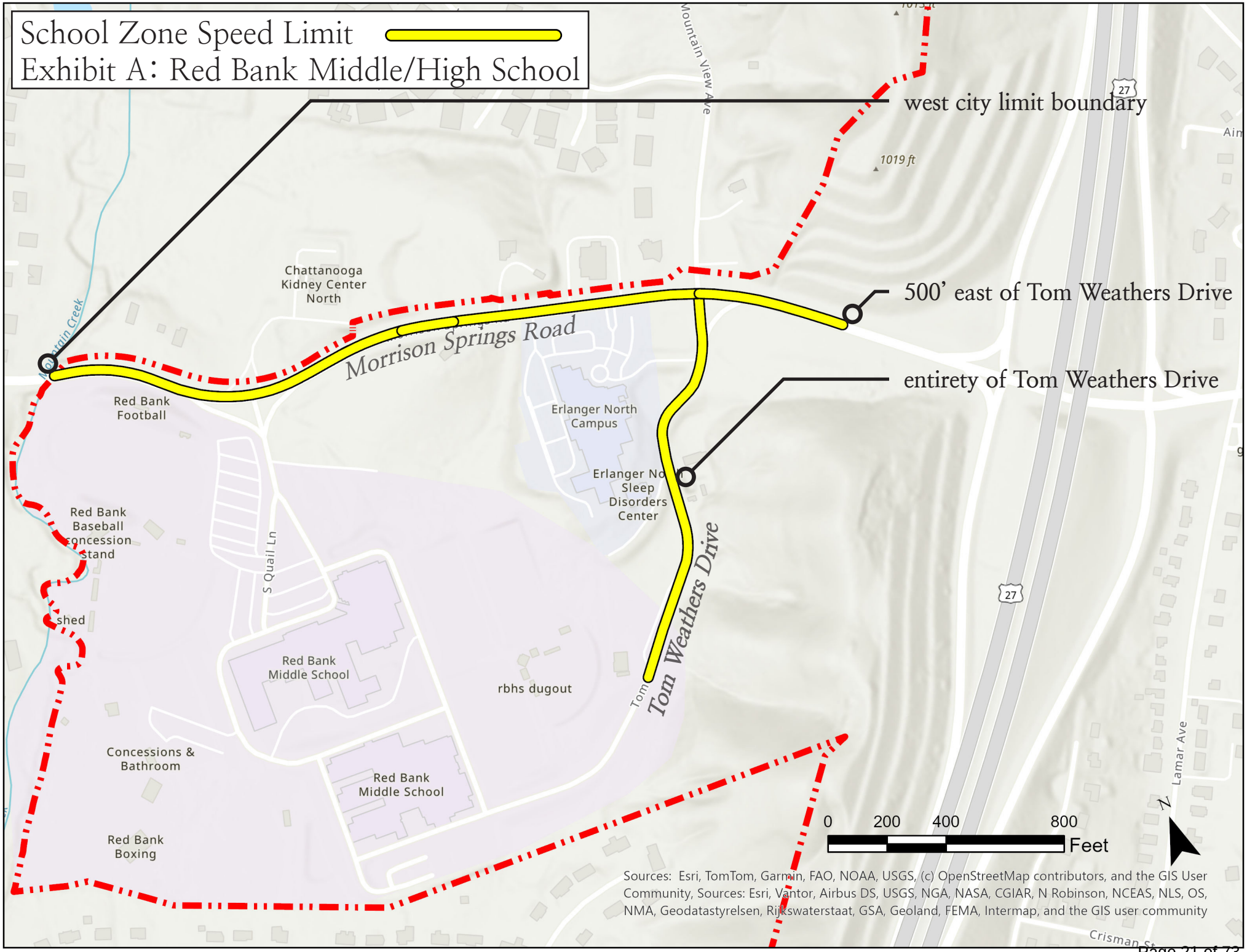
4. The Board shall publish notice of this transfer pursuant to Tenn. Sup. Ct. R. 9, §§ 27.5 and 28.11.

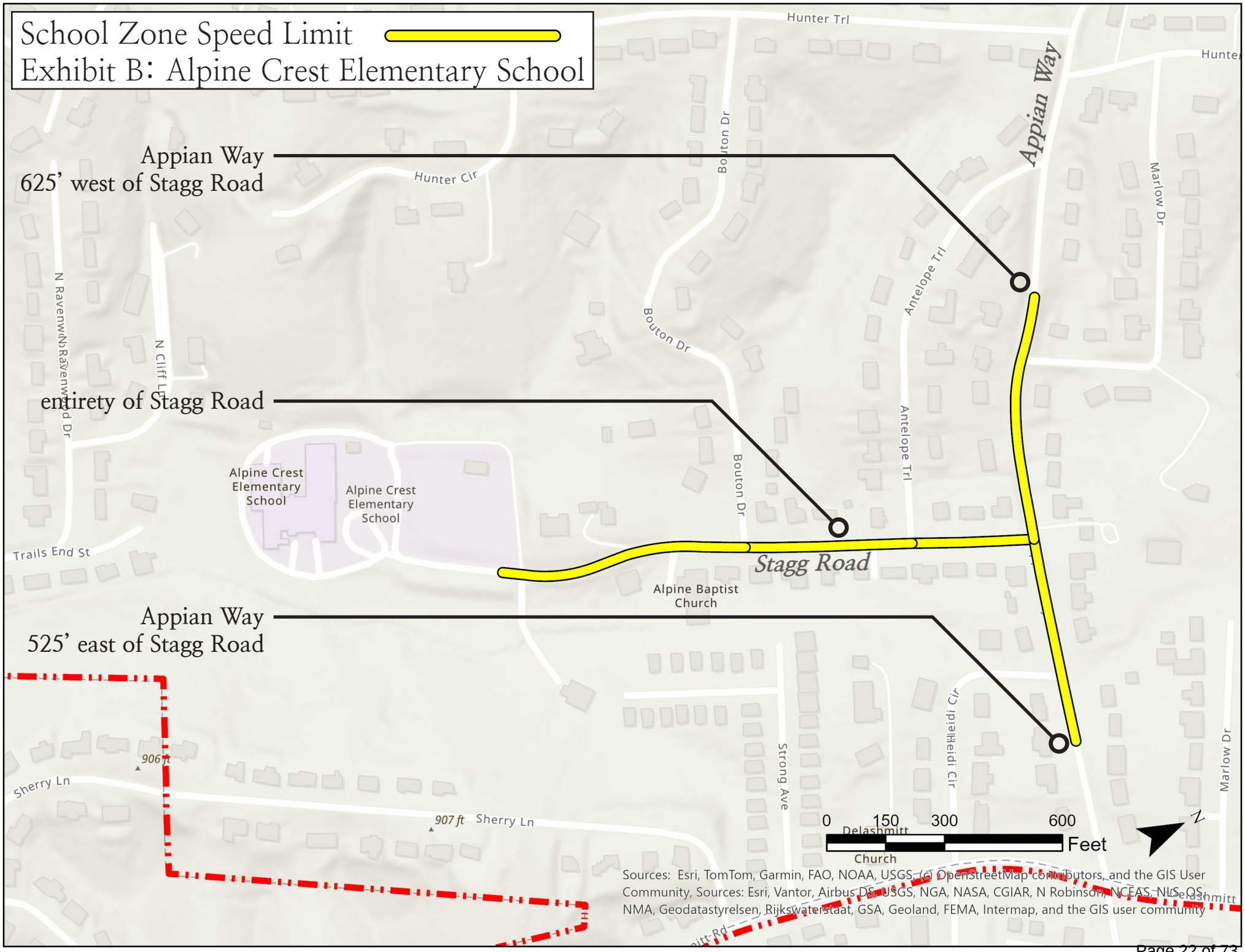
5. Pursuant to Tenn. Sup. Ct. R. 9, § 32.4, documents other than this Order relating to Mr. Houston's disability proceeding shall not be public records and shall be kept confidential.

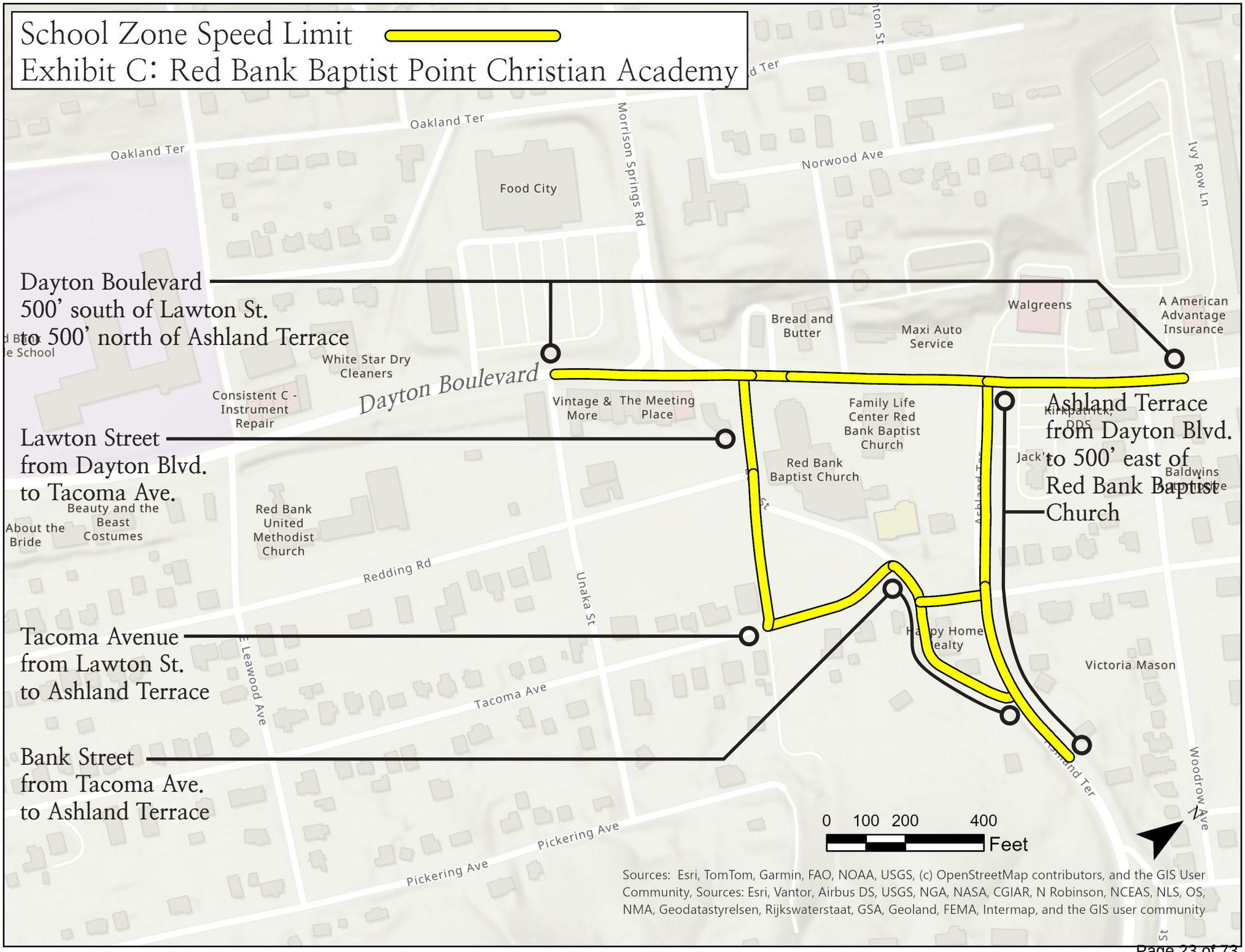
PER CURIAM


SR-8 Speed Limit Revision
Exhibit A: Stringer's Ridge Tunnel to Hedgwood Drive
city limit
Pineville Rd
Old Pineville Rd
McKeel Ln
Signal Mountain Rd
Strawberry Ln
Lynda Cir
Alden Ave
Delray Ave
894 ft
884 ft
ACT Printing
Hedgewood Drive
Beason Dr
Dayton Boulevard (SR-8)
Verizon
Ace Hardware
W Elmwood Dr
Ashmore Ave
35 MPH limit from
city limit to Hedgwood Drive
Medic 6
Public Storage
Whitehall Rd
Euclid Ave
Ambiance
Performing
Arts Center
Coker Cir
Ewing Dr
891 ft
Mason Dr
Seven Pines Ln
Stringers Ridge
SR-8 existing speed limit in Chattanooga is 35 mph
Hiram Ave
0
250
500
1,000
Feet
N
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community


Ashland Terrace Speed Limit Revision
Exhibit A: Dayton Boulevard to City Limit
city limit
Dayton Boulevard
Leawood Ave. to Woodrow Ave.
Ashland Terrace
from Dayton Blvd.
to city limit
Dayton Boulevard
Leawood Ave
Woodrow Ave.
Ashland Terrace
Red Bank Middle School
Dollar General
Grand China
Vintage & More
Bread and Butter
Maxi Auto Service
Walgreens
A American Advantage Insurance
Red Bank Baptist Church
Jack's
Baldwins Automotive
Red Bank United Methodist Church
Red Bank Church of Christ
All About the Bride
Happy Hom Realty
Victoria Mason
Redding Rd
Tacoma Ave
Pickering Ave
Pickering Ave
Knollwood Dr
Knollwood Hill Dr
Woodmont Dr
Unala St
Bank St
968 ft
946 ft
0 100 200 400
Feet
N
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community


School Zone Speed Limit
Exhibit A: Red Bank Middle/High School
west city limit boundary
500' east of Tom Weathers Drive
entirety of Tom Weathers Drive
Morrison Springs Road
Tom Weathers Drive
Chattanooga Kidney Center North
Red Bank Football
Erlanger North Campus
Erlanger North Sleep Disorders Center
Red Bank Baseball Concession Stand
S Quail Ln
Red Bank Middle School
rbhs dugout
Concessions & Bathroom
Red Bank Middle School
Red Bank Boxing
Mountain View Ave
1019 ft
27
Lamar Ave
Crisman St
0 200 400 800
Feet
N
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community


School Zone Speed Limit
Exhibit B: Alpine Crest Elementary School
Appian Way
625' west of Stagg Road
entirety of Stagg Road
Appian Way
525' east of Stagg Road
Hunter Trl
Hunter Cir
Bouton Dr
Appian Way
Marlow Dr
Antelope Trl
N Ravenwood Dr
N Cliff Ln
Alpine Crest Elementary School
Alpine Crest Elementary School
Trails End St
Stagg Road
Alpine Baptist Church
Sherry Ln
906 ft
907 ft
Strong Ave
Heidi Cir
Delashmitt Church
0 150 300 600
Feet
N
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community


School Zone Speed Limit
Exhibit C: Red Bank Baptist Point Christian Academy
Dayton Boulevard
500' south of Lawton St.
to 500' north of Ashland Terrace
Lawton Street
from Dayton Blvd.
to Tacoma Ave.
Tacoma Avenue
from Lawton St.
to Ashland Terrace
Bank Street
from Tacoma Ave.
to Ashland Terrace
Ashland Terrace
from Dayton Blvd.
to 500' east of
Red Bank Baptist
Church
Oakland Ter
Morrison Springs Rd
Food City
Norwood Ave
Ivy Row Ln
Walgreens
A American Advantage Insurance
Bread and Butter
Maxi Auto Service
White Star Dry Cleaners
Consistent C - Instrument Repair
Dayton Boulevard
Vintage & More
The Meeting Place
Family Life Center Red Bank Baptist Church
Red Bank Baptist Church
Kirkpatrick, DDS
Jack's
Baldwins
Beauty and the Beast Costumes
About the Bride
Red Bank United Methodist Church
Redding Rd
Unaka St
Happy Home Realty
Victoria Mason
Tacoma Ave
Leawood Ave
Woodrow Ave
Pickering Ave
0 100 200 400
Feet
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

Traffic Safety Improvement Plan

Automated Speed Enforcement

Project Areas :

Ashland Terrace & Dayton Boulevard Area

Morrison Springs Road, adjacent to Middle & High

Purpose

- **2025 Commission Goal:**

  Create priorities for safe streets curtailing speeding, enhancing pedestrian walkability, and protected cycling routes.

- Improve traffic safety in a heavily traveled corridor by reducing speeding and reducing crashes

Traffic Data
Ashland Terrace

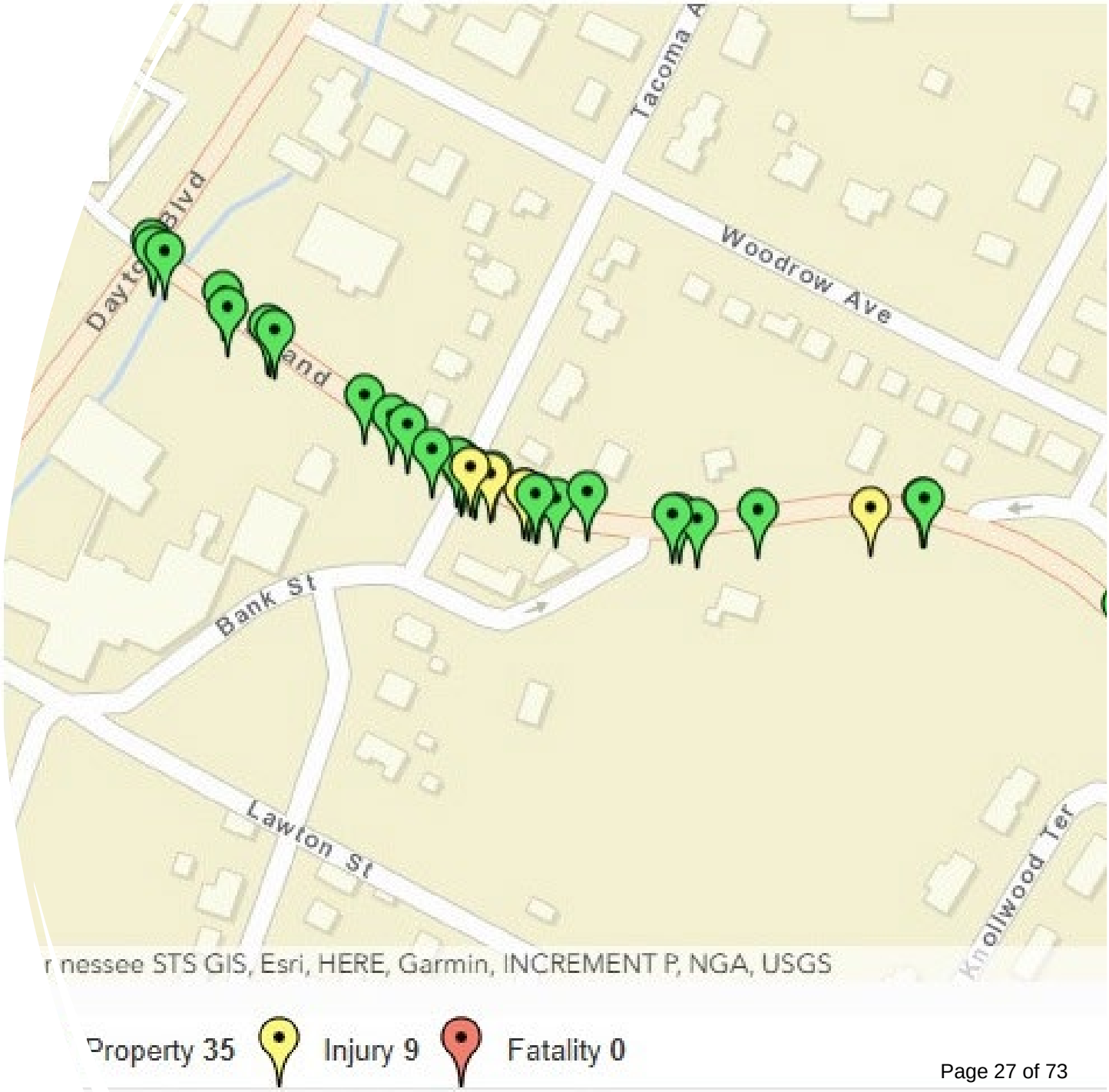
2024 Annual Average Daily Traffic – 17,604

(Could be 18,000-20,000 on any weekday)

Speeding: 8-10% of traffic travelling 41mph or more

Crash Data

- Crashes have increased
  - 15-20 per year to 40-45 per year
  - 44 Total Crashes in 2025
  - 9 injury crashes



Project Area Map – Point Christian Academy

Traffic Data *Morrison Springs Road*

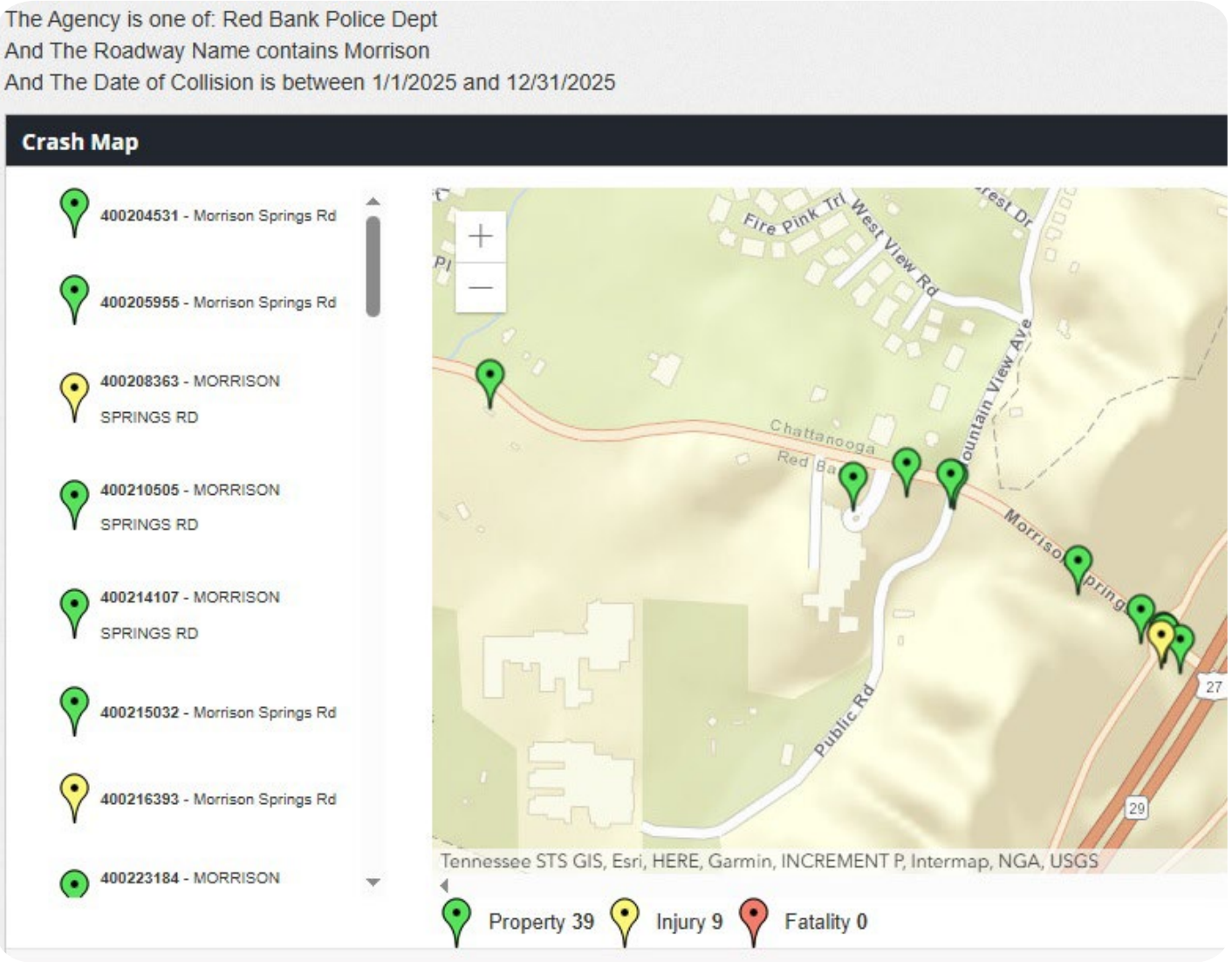
Volume

- 2024 Average Daily Traffic – 13,832

Speeding

- 82% of cars traveling 5mph or more during school zone times
- 64% of cars traveling 11mph or more during school zone times

- 6,326 average between 6:30am to 2:45pm
  - 1,600 – 1,700 travel 6:30am to 8:30am
  - 435 – 550 travel 2:15pm – 2:45 pm



Crash Data

- 48 Crashes in 2025 on Morrison Springs Road
  - 10 occurred between Hwy 27 and City Limit
  - 1-2 injury crashes per year

Project Area Map – Morrison Springs Road

Results from Automated Speed Enforcement

90+% National Average Speed Reduction

36% Crash Reduction

15% - Average Decrease in the Speed of Speeders

Automated Speed Enforcement

Accurate LiDAR photo and video capture coupled with a full package of public education and communication plan to protect your community without bias

LiDAR accuracy

Precision laser to accurately capture speed of violator, photo, and video evidence

Photo & Video Evidence Collection

Combination of media for approval and violator information for transparent and accurate evaluation.

Public Communications Plan

Branded transparent safety marketing translated locally as needed to build community buy-in and understanding.

Program Strategy
(Different from others)

Provides Public Information & Education prior to any enforcement

- Localized Communication Plan
  - News release
  - Social media
- Warning signage
- Speed Display feedback Sign
- Warnings
  - **30 Day Warning Period**
  - Transparent and equitable implementation to increase community adoption and safety success of the program.

How does the Program Work?

- Speed detected by LIDAR
- Data is encrypted, data sent for review
- Photo of Vehicle and License plate verified through NLETS
- Then, officer must review to approve, spoil, or decline
- BLS mails approved civil citations
- BLS tracks all payments
- BLS coordinates court hearings if needed
- $50 max fine only.

2 YEAR AGREEMENT

NO COST OR UPFRONT INVESTMENT

REVENUE-SHARING: 50/50 OR 40/60

$4.50 PROCESSING FEE FOR EACH TICKET DEDUCTED

DATA REPORTS = SUCCESS OF PROGRAM

Traffic Safety Improvement Plan

Automated Speed Enforcement

TRUE BLUE ™
LIDAR AUTOMATED PHOTO ENFORCEMENT SYSTEM
SOLE SOURCE INFORMATION

The True Blue ™ Single Beam Per Lane LIDAR automated speed enforcement system is the only on the market that combines automated photo speed enforcement, Automated License Plate Recognition (ALPR), and investigative analytic tools into one system. Combining True Blue ™ automated speed enforcement, ALPR, and the associated data analytic tools, the technology exceeds all other system capabilities in the law enforcement community. Through the technologies described below, the True Blue™ LIDAR system is a sole source item and the only system of its kind.

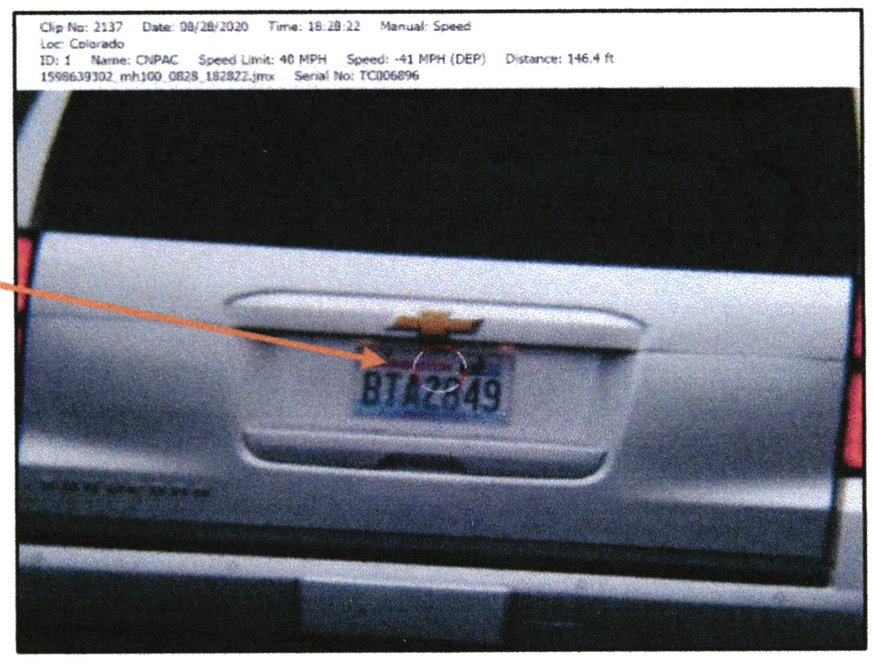
(1) Dedicated, Stationary Per Lane LIDAR (Laser)

The True Blue (TB) LIDAR system utilizes a proprietary true time-of-flight pulsed laser technology, dedicated per lane to ensure accurate measurement of speed. The system calculates hundreds of measurement points per second as the vehicle travels through the beam. This provides a more accurate speed calculation and ensures that only one vehicle is captured at a time. Other systems use radar, or scanning laser, capturing multiple vehicles, which requires a determination of which vehicle was speeding, a determination that can be challenged in court.

(2) High-Definition Photos with Laser Reticle Indicating the Exact Point of Measurement

Because the TB Lidar uses a single beam laser to calculate speed, it identifies the exact point at which the laser contacted the vehicle, allowing definitive determination of which vehicle was captured and its speed. The reticle is indisputable evidence that can be used in court to a certainty of identification. This technology is available only with the TB LIDAR system

The LIDAR reticle is indicated by the circle, identifying the exact location the LIDAR contacted the vehicle.



(3) High Speed, Multi-Image, Exposure Technology

The TB LIDAR captures a minimum of 2 and maximum of 5 images with varying image exposures utilizing IR illumination, eliminating the need for a photo flash. Each image will vary in illumination type, providing for multiple images readable in low light or daytime.

(4) IP67 LIDAR Sensor

The TB LIDAR is the only stationary LIDAR unit that utilizes a LIDAR sensor with an IP67 waterproof rating.

(5) LIDAR Based Automated Speed Trailer Technology

BLS is the <u>only provider</u> of LIDAR based automated speed technology consistent with sections 1 – 4 of this document that can be mounted on a trailer platform for mobile use. The trailer utilizes the below sole source features:

a) Two (2) to four (4) lanes of speed capture per trailer via a single beam per laser LIDAR system.
b) Electric 14' mast
c) Charging of trailer completed via (3) 100-watt solar panels
d) Solar controller monitored remotely
    a. Provides alerts if connection is lost
    b. Provides alert if an issue with the controller occurs
e) Backup generator will activate if on board batteries drop below 10.8 volts
f) Programmable generator allows client to run at any interval/time desired
    a. Can be started via remote location
    b. Fuel levels monitored remotely
    c. Fueled by (2) independent 20–30-pound propane cylinder
        i. Programmed to switch from one tank to another when fuel is depleted
        ii. Easily swappable (same as a barbeque grill)
g) Additional auxiliary receptacles provided for additional AC connection
h) Shore charging port for long term in door storage
i) Removable coupler for theft deterrent

(6) Proprietary Data Packing Encryption

The TB LIDAR uses a proprietary data packing process in which all data from the LIDAR and camera are packed into one encrypted file at the collection point. This process eliminates any possibility that meta data and images can be separated, thus providing for a 100% accurate evidential file.

(7) TrueBlue ™ Investigative ALPR (School Zones)

The TB LIDAR system utilizes an Optical Character Recognition (OCR) to capture license plates for comparison against hot lists for investigative purposes. It is the only unit on the market providing LIDAR base photo speed enforcement and ALPR capability simultaneously with the same camera.

(8) TrueBlue ™ Investigative ALPR (Non-School Zones)

The TB system includes TrueBlue ™ ALPR cameras at a 1:1 ratio of automated school zone speed enforcement cameras. This function provides investigative analytics in locations throughout the jurisdiction in addition to school zones.

(9) Criminal Intelligence Network (C.I.N.)

All cameras provided through the TB system, serve as a dual source of data for Blue Line's proprietary CJIS compliant fusion center; the Criminal Intelligence Network (C.I.N.). The platform is capable of ingesting multiple sources of data such as ALPR, RMS, Pawn Shop Lists, etc., for aggregation and comparisons. The proprietary analytical functions identify criminal patterns, activity, and solve crimes with minimal investigative effort.

(10) NewGuard Program Behavioral Response Reporting - (NG)

The TB stationary LIDAR system includes data analysis through NewGuard (NG), a proprietary analytic tool that measures the effectiveness of the program and changes in driving behaviors. The system generates reports for the user based on date ranges, citation data, location, etc., providing complex calculations of mass data with no human data input and is designed to track the effectiveness of the program. The TB system is the only system that definitively captures every vehicle (and the data), despite its speed, due to capabilities of the single beam LIDAR, making report management available to the user in real time.

(11) Solar Powered LIDAR Camera

The TB LIDAR system provided by BLS is the only single beam LIDAR unit that can be powered completely by solar panels & batteries. Most systems utilize AC power and may have an option for solar power, but utilize radar, not LIDAR. This LIDAR, camera combination may be powered by either AC or dedicated solar power, providing for more options regarding placement in school zones that may not contain power poles in the geographical area.

(11) Temporary Solar Power Utilized for Installation and Power Outages

The TB LIDAR system is the only such device on the market that can be powered by temporary solar power during installation and permitting process. This option allows for the powering of the LIDAR system while waiting on power permits, thus enabling the program to start at an earlier date or for use during power outages.

<u>Programmatic Sole Source</u>

(12) Public Information & Education Program

The TB School Zone Automated Enforcement Program is the only program in the law enforcement industry that utilizes a five (5) phase Public Information & Education program prior to implementation. The five phases are:

Phase 1: **Pre-Program Survey** (Initial speed study conducted prior to the implementation of the program to determine the severity of the speeding problem)
Phase 2: **Public Information & Education (PI&E)** Survey (5-day survey conducted at the beginning of the warning period to measure the effectiveness of the PI&E campaign)
Phase 3: **Warning Survey** (5-day survey conducted after the warning period has concluded to measure the effectiveness of the warning period)
Phase 4: **Initial Enforcement Survey** (5-day survey conducted approximately 5 weeks into enforcement to measure the effectiveness of weeks 1-4 of the enforcement period)
Phase 5: **Post Implementation Survey** (Conducted 3 months from the phase 4 program to measure the effectiveness of the ongoing program after the initial enforcement phase.

Phase 1: Initial traffic data is collected to establish a base line number of vehicles traveling through the school zone(s) and the number of vehicles speeding. ***Speeding is defined as any recorded speed more than 10MPH above the designated speed limit.***

Phase 2: Information about this program is disseminated to the public through press releases, social media from the city and school systems to give advance notice of this program – specific PI&E efforts are outlined below. Speed enforcement programs such as this are designed to save lives and is validated by the data enclosed. A second (2nd) speed survey is conducted at the beginning of the warning phase to determine the effectiveness of the PI&E campaign.

Phase 3: For the first 30 days, only warning citations are issued. These citations have a large red warning statement displayed across the front of the notice and serve as a reminder to the citizens to slow their vehicle speed down when entering the school zones. **There are no monetary fines during this period**. Once the warning period has concluded, a third (3rd) 5-day speed survey is conducted to determine the effectiveness of the warning phase.

Phase 4: After conclusion of the warning period, live enforcement begins with speeding violators receiving valid citations. Following the first 30 days of live enforcement, a fourth (4th) speed survey is conducted approximately around week 5 to measure the effectiveness of the program.

Phase 5: Upon conclusion of Phase 4, the program should be in full deployment. Based on data from other studies, the program would expect to see a continued decrease of speeding vehicles, or a flattened line. The program will continue to perform ongoing speed studies:

- Prior to the beginning of a new school year at the end of summer
- Week one of the new school year
- Anomalous studies will be conducted any time a variation in the school schedule occurs. This is done to measure driving behavior in school zones during unplanned schedule events.

AN AGREEMENT BETWEEN

BLUE LINE SOLUTIONS, LLC.

AND

CITY OF RED BANK, TN

AUTOMATED PHOTO ENFORCEMENT SERVICES AGREEMENT

City of Red Bank, TN

This **Photo Enforcement Services Agreement** (the *"Agreement"*) is made and entered into this _____ day of _____, 2025, by and between Blue Line Solutions, LLC. (BLS), a Tennessee corporation with offices at 4409 Oakwood Drive, Chattanooga, TN 37416 (herein "BLS"), and the **City of Red Bank** with an office at 3105 Dayton Blvd, Red Bank, Tennessee (herein "Municipality").

RECITATIONS

WHEREAS, the General Assembly of the State of Tennessee has authorized localities to enact ordinances to monitor, enforce, and penalize violations of school zone, construction (work) zone speed limits; and

WHEREAS, Blue Line Solutions is in the business of providing automated violation detection, imaging, and administrative services to authorized municipalities and government agencies using Blue Line Solution's proprietary systems (as more specifically described herein below, the "Service"; and

WHEREAS, BLS has the legal possession and processes referred to collectively as the "Automated Enforcement System" (herein "APE" or "ASE System" or "MLP System") and the "Manned Photo Laser System" (herein "MPL System"); and

WHEREAS, Municipality desires to use the APE, and/or MLP and/or VBE System(s) to monitor speeding infractions, and other potential traffic violations, in order to issue traffic notices of violations, and evaluate traffic movement and safety, affirms it has no other such equipment or service provider and has the right, power, and authority to execute this Agreement; and

WHEREAS, the Red Bank Police Department has been a party to researching and instituting this additional enforcement and is included as a party to this agreement due to its role as the Municipality agency authorized to enforce this state code and Municipality ordinance.

NOW, THEREFORE, the parties agree for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Municipality and BLS agree as follows:

1. BLS AGREES TO PROVIDE:

During the Term of this Agreement, and in consideration of the Fees specified in Exhibit C ("Service Fees & Pricing Schedule"), Blue Line Solutions (BLS) shall use reasonable commercial efforts to provide the services to the Municipality in accordance with the terms and conditions of this Agreement. Services shall include the following: The scope of work is identified in Exhibit A.

2. MUNICIPALITY AGREES TO PROVIDE:

The Municipality acknowledges that certain aspects of the Service require the participation and cooperation of the Municipality, without which BLS's performance of the Services may be significantly impaired or delayed. The Municipality is responsible for the following: The scope of work is identified in Exhibit B.

3. TERM AND TERMINATION

a. Initial Term & Extensions. The term of this Agreement shall be for twenty-four (24) months beginning on the date of the first Notice of Violation/Liability (the "Start Date") is issued and payable and may be automatically extended for an additional twenty-four (24) months period at the sole option of the Municipality. Either party may terminate this Agreement at the expiration of any term, providing written notice of its intent not to extend the Agreement at least thirty (30) days prior to the expiration of the current term.

b. Termination by Agreement. This Agreement may be terminated at any time by the mutual written agreement of BLS and the Municipality;

c. Termination for Cause. Either party may terminate this agreement for cause if: (a) the other party fails in any material way to perform or breach its obligations under this Agreement; (b) applicable or governing law is amended, or the State Department of Transportation adopts a rule or other requirement, to prohibit or substantially restrict the operation of automated traffic law enforcement systems, including the System being provided by BLS; or (c) any court of competent jurisdiction rules that the System, or other similar systems, violates applicable law or cannot otherwise be used to enforce notices of violation or citations issued hereunder.

Termination under this subsection may occur if the terminating party notifies the other party of its intent to terminate, stating the specific grounds, therefore, and the other party fails to cure the default within sixty (60) days after receiving notice;

d. Termination by Legislation. If the law is changed to prohibit or substantially interfere with the operation or feasibility of either the APE or MPL Systems or the parties' obligations under this Agreement, parties may agree to (a) renegotiate the contract or (b) terminate the contract for cause.

e. Termination for Convenience. At any time during the term of this Agreement without cause with ninety (90) days' notice, provided, however, (a) if the Municipality terminates the Agreement prior to the expiration of any term, the Municipality shall pay Blue Line Solutions the "Termination for Convenience" fee, if any, of $1,500 per camera for each month that remains in the Initial Term and (b) as of the Effective Date of Termination Fee the applicable costs set forth in Exhibit C; and (c) the Municipality shall not terminate this Agreement without cause in the first year of the term;

f. De Facto Termination. If the Municipality at any time purposefully or voluntarily ceases part or all of the enforcement program through (a) a failure to approve citations; (b) excessively spoiling legally valid citations/summonses without cause; (c) failing to restart the program after an extended break, such as summer or winter break; (d) failing to sign and initiate a delinquent citation/summons collection program, where legal, within six (6) month of program start; or (e) fails to restart a lawfully or mutually agreed upon suspended program within sixty (60) days, will be in breach of contract and without restoration to original terms will be understood to have, "Terminated for Convenience" the agreed upon contract.

g. Effect of Termination. Upon any termination of this Agreement, the parties recognize that BLS and Agency will use their best efforts to continue processing any pending and legitimate traffic law Violations. However, all image capture activities provided by BLS under this Agreement shall cease immediately. Accordingly, the parties shall have the following obligations, which continue during the termination process: Municipality shall cease using the APE and MPL Systems, shall allow BLS to retrieve all equipment within a reasonable time not to exceed 60 days, and shall not generate further images to be processed. Unless reasonably agreed upon otherwise by both parties, BLS and the Agency shall continue to process all images and Violations that occurred before termination in accordance with this Agreement, and BLS shall be entitled to all Fees (as described in Exhibit C) specified in the Agreement as if the Agreement were still in effect.

h. Notwithstanding any provision to the contrary, this Agreement terminates automatically upon a determination by any Court of jurisdiction, State or Federal, that the APE, or MPL or VBE System(s) or the underlying infractions are unconstitutional, illegal, or otherwise prohibited. Any legislative act, State or Federal, which prohibits the use of the APE, or MPL or VBE System(s) or the enforcement of the underlying infractions shall also automatically terminate this agreement.

4. ASSIGNMENT AND EFFECT OF AGREEMENT

Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed; provided, however, the Municipality hereby acknowledges that the performance of BLS's equipment and obligations pursuant to this Agreement require a significant investment by BLS, and that, in order to finance such investment, BLS may be required to enter into certain agreements or arrangements with financial institutions or other similar entities. The Municipality hereby agrees that BLS shall have the right to assign or pledge its rights under this Agreement in connection with any financing subject to the Municipality's prior written approval, which approval shall not be unreasonably withheld or delayed. The Municipality further agrees that in the event BLS provides written notice to the Municipality that it intends to assign or pledge its rights pursuant to this Agreement, and in the event that the Municipality fails to provide such approval or fails to object within thirty (30) days after its receipt of such notice from BLS, then BLS shall be free to effect such transaction.

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

5. FEES AND PAYMENT

The Municipality shall pay BLS for all equipment, services, and maintenance based on the Service Fee schedule indicated in Exhibit C.

BLS shall collect and accumulate all payments to the Municipality on a monthly basis and provide proper payment to the Municipality on or before the 15th day of the following month. The Municipality shall defer all payments to BLS to ensure a transparent audit process for all payments collected.

6. COLLECTIONS SUPPORT & PROCESSING

Blue Line Solutions acknowledges that the Municipality may engage a third party to collect unpaid citations and any related past-due debt arising under this Agreement. This includes authorizing the third party to initiate legal action against the driver or other vehicle owner who fails to remit payment on citations or related fees.

Blue Line Solutions is authorized to share any and all relevant or necessary information, including personal information of citation recipients, with the third-party collection service retained by the Municipality. However, the Municipality is under no obligation to use a third-party provider recommended by Blue Line Solutions or to pursue collection at all.

Blue Line Solutions shall cooperate with the Municipality's chosen third-party collection provider by supplying necessary information throughout the term of this Agreement and for twenty-four (24) months after its termination.

In consideration for this support, the Municipality agrees to pay Blue Line Solutions a Processing and Administration Fee, as detailed in Schedule A, for the provision of such information and administrative services related to the collection process.

The Municipality shall bear sole responsibility for all expenses associated with such collection efforts, including but not limited to court costs, filing fees, collection agency charges, attorney fees, and any other related costs.

7. CONTRACT PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until October 1, 2026 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the City must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12 months of statistics available at the time of the Contract's renewal. Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price

adjustment. If the Contractor and the City have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the City may not renew the Contract, whether or not the City has previously elected to renew the Contract's term.

8. AVAILABILITY OF INFORMATION

BLS agrees that all relevant information obtained by BLS through the operation of the APE and/or MPL System(s) shall be made available to the Municipality at any time during BLS's normal working hours upon reasonable notice, excluding trade secrets and other confidential or proprietary information not reasonably necessary for the prosecution of Notices of Violation/Liability or the fulfillment of BLS's obligations to Municipality under this Agreement.

9. CONFIDENTIAL INFORMATION

No information provided by BLS to Municipality will be of a confidential nature unless specifically designated in writing as proprietary and confidential by BLS; however, nothing in this paragraph shall be construed contrary to the terms and provisions of any of the State "Freedom of Information Act," "Open Records Request," or similar laws, insofar as they may be applicable. The Municipality must provide BLS an opportunity to redact proprietary and/or confidential information pertaining to trade secrets and/or sensitive operations before releasing information complying with the records request.

10. OWNERSHIP OF THE SYSTEM

It is understood by the Municipality that the APE, or MPL or VBE System(s) and all associated hardware and software being provided by BLS are, and shall remain, the sole property of BLS unless separately procured by the Municipality. The APE, or MPL or VBE System(s) are being provided to the Municipality only pursuant to the terms of this Agreement. Municipality agrees that it shall not make any modifications to BLS's equipment, nor disassemble or perform any type or reverse engineering to the APE, or MPL or VBE System(s), nor infringe on any property or patent rights, nor cause or allow any other Person to do any of the foregoing. The parties agree that upon termination of this Agreement for any reason, BLS shall have the right to remove any equipment provided, but not the obligation.

11. LEGAL COMPLIANCE

The municipality shall at all times comply with all federal, state, and local laws, ordinances, and regulations. Municipality acknowledges that, based on representations by BLS, it reasonably believes that the APE, or MPL or VBE System(s) and associated summons procedures comply with federal, state, and local laws and ordinances.

12. INDEMNIFICATION

The Municipality shall at all times comply with all federal, state, and local laws, ordinances, and regulations. The Municipality acknowledges that it reasonably believes the APE, or MPL or VBE System(s), and associated citation procedures comply with federal, state, and local laws and

ordinances. The Municipality shall comply with the maintenance procedures and manufacturer recommendations for the operation of the APE, or MPL or VBE System equipment.

The Municipality shall indemnify and hold harmless BLS against any claims arising from:

a. Violation of any federal, state, and local laws, ordinances, and regulations;

b. Any claims arising from violations that are not the result of BLS's failure to follow proper maintenance procedures and manufacturer recommendations for the operation of the equipment;

c. Any claims as a result of the negligence or willful misconduct of the Municipality, its officers and directors, agents, attorneys, and employees, but excluding any employees or agents of BLS.

BLS shall indemnify and hold harmless the Municipality against any claims arising from negligence or willful misconduct of BLS, its officers and directors, agents, attorneys, and employees.

13. LIMITED LIABILITY

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

14. PROGRAM MATERIALS

BLS shall retain all rights, title, and interest in and to any information, data, software (including with respect to any System integration performed by or on behalf of BLS, templates, studies, reports, or other documents, including Training Materials, Pamphlets, and other materials used generally by BLS in performing services for its clients ("Program Materials"). BLS grants to The Municipality a non-exclusive, royalty-free, fully paid up, non-sublicensable, non-transferable right and license during the Term to create a limited number of copies, distribute, display, and create derivative works of and use Program Materials solely by its authorized personnel for The Municipality's internal use in connection with the Services.

15. MUNICIPALITY MARKS

The Municipality hereby grants to BLS and its affiliates a non-exclusive, non-transferable, sublicensable license during the term of this contract to use, reproduce, display, and distribute the Municipality name, seal, logo, domain name, and other marks owned or controlled by The Municipality ("The Municipality Marks") solely in connection with the Program Materials and as otherwise required in connection with the performance of the Services. BLS will allow the Municipality to review and approve all uses of the Municipality Marks. Notwithstanding the foregoing, BLS and its affiliates may identify the Municipality as an entity utilizing the Services in its marketing materials, including but not limited to its website and proposals to perform the same

or similar services for others, without the prior written consent of the Municipality. Nothing in this Agreement grants the Municipality any right to use the name, logo, or other marks of BLS or its affiliates except as incorporated in Program Data and Program Materials or otherwise with the prior written consent of BLS.

16. FORCE MAJEURE

Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, unusually severe weather, epidemics, strikes, or governmental authority approval delays or denials. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

17. CORRESPONDENCE BETWEEN PARTIES

All notices required to be given under this Agreement shall be deemed provided upon the date postmarked when mailed by first-class mail or by registered mail and addressed to the proper party at the address set forth in the “Notices” section below.

18. DISPUTE RESOLUTION

Both parties desire all disputes arising out of or in connection with this Agreement to be resolved through good-faith negotiations and followed, if necessary, by professionally assisted mediation within 45 days if an agreement cannot be reached. Any such mediator must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to attempt to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and remain confidential. Each party will bear its own costs in the mediation and will equally share the mediator's fees and expenses.

19. ADDITIONAL SERVICES

Additional systems and services offered by BLS may be added to this Agreement upon the mutual written consent of both parties. If the Municipality elects to contract for other services provided by BLS or affiliated companies owned by Blue Line Holdings, LLC, whether or not directly related to the program outlined in this Agreement, it authorizes BLS to withdraw invoiced amounts either as a one-time payment or on a recurring monthly basis, as specified by the Municipality. All such payments shall remain subject to the Municipality's review and approval. These additional services may include, but are not limited to: Analog or digital signage, Automated License Plate Recognition (ALPR) systems, Vehicle-Based Enforcement, Red-Light Enforcement, mobile surveillance or ALPR trailers, school bus stop-arm enforcement systems, surveillance cameras, noise detection and enforcement systems, drones and video management systems, real-time crime center software and hardware, and other related safety and enforcement technologies.

20. VALIDITY AND CONSTRUCTION OF TERMS

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and all remaining provisions of this Agreement shall remain in full force and effect.

21. ENTIRE AGREEMENT

This Agreement replaces any previous agreements and discussions and constitutes the entire agreement between the parties with respect to the subject matters herein. No amendments, modifications, or alterations of the terms herein shall be binding unless the same is in writing and duly executed by the parties.

22. RECORDS AND AUDIT RIGHTS

During the term of the Agreement, BLS shall maintain all books of account, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. BLS agrees to make available to Municipality, during normal business hours, all books of account, reports, and records relating to this Agreement for the duration of the Agreement and retain them for a minimum period of three (3) years beyond the last day of the Agreement term or such other period required by the State public records law and State public records retention schedules, whichever is longer.

Additionally, each party shall have the right to audit the other party's records pertaining to a citation issued pursuant to this Agreement solely to verify the accuracy of payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than forty-eight hours' notice at mutually convenient times. The cost of any such audit shall be borne by the party requesting the audit.

23. COVENANT OF FURTHER ASSURANCES

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

24. NO AGENCY

The relationship between the parties shall be that of independent contractors, and the employees, agents, and servants of either party shall in no event be considered to be employees, agents, or servants of the other party. This Agreement shall not create an agency relationship between BLS and Municipality, and neither party may incur any debts, liabilities, or obligations on behalf of the other party except as expressly provided herein.

25. PUBLIC INFORMATION & EDUCATION (PI&E)

BLS agrees to work with the Municipality toward the implementation of a public information & education program preceding any enforcement. Such efforts will include press releases for TV, radio, newspaper, and internet, social media posts (content), & dissemination of information through the Municipality School System.

26. COMPLIANCE WITH LAWS

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

27. NOTICES

Any notices or demand which under the terms of this Agreement or under any law shall be in writing shall be made by personal service, first class mail, or by certified or registered mail to the parties at the following address:

Notices to Blue Line Solutions:

Blue Line Solutions, LLC.
4409 Oakwood Dr.
Chattanooga, TN 37416
Attn: Jeff Oxner, CFO
Email: joxner@bluelinesolutions.org

Notices to the City of Red Bank:

Martin Granum, City Manager
3105 Dayton Blvd
Red Bank, TN 37415

28. DEFINITIONS

As used in this Agreement, the following words and terms shall apply:

- **"Agency"** means any state, county, or local law enforcement agency within a municipality charged with its law enforcement functions. This includes, but is not limited to, any; Police Office or Department, Sheriff's Office or Department, Department of Public Safety, State Police Department, Highway Patrol, Ranger, etc.
- **"Automated Photo Enforcement System" (herein "APE System," "ASE System")** means a digital, electronic system used to accurately detect and capture recorded images or video of motor vehicles committing a traffic infraction.
- **"APE System Zone: School"** A designated area near a school or school crosswalk with likely child pedestrian presence. It may include multiple or bi-directional travel lanes over a defined length. Typically, one "zone" refers to one side of a school, with up to four zones possible to cover all sides. Camera count is determined by the number of road lanes.
- **"APE System Zone: Construction"** refers to a roadway construction area with likely presence of workers and equipment. It may include multiple or bi-directional travel lanes over a defined length. One "zone" typically equals one two-lane road or one side of a divided roadway. Camera count is based on the number of lanes.
- **"Incident"** refers to any violation of posted, enforceable speed limits captured by a BLS APE System.
- **"MPL System"** means Manned Photo Laser System, described as photographic traffic monitoring equipment capable of accurately detecting a traffic infraction and recording such data with images of such vehicle.
- **"Motor Vehicle"** means, Motor vehicle means any vehicle, machine, tractor-trailer, or semi-trailer propelled or drawn or self-propelled by mechanical power and used upon the roadways or highways in the transportation of passengers or property, or any combination thereof.
- **"Motor Vehicle Owner"** means the person or entity identified by the NLETS or other state vehicle registration office as the registered owner of a vehicle. Such term shall also mean a motor vehicle lessee pursuant to a motor vehicle lease or rental agreement.
- **"Motor Vehicle Administration" (herein "MVA")** means information on a motor vehicle and/or motor vehicle owner derived from accessing a Criminal Justice Information (CJIS) database. Assess to CJIS information may come from the State of the originating violation and other State or National driver and vehicle databases.
- **"Municipality"** means any form of self-governing body or jurisdiction, incorporated or unincorporated, charged with the execution of duties for a specific locality as granted by national and/or regional laws within the United States. These include but are not limited to a: hamlet, village, borough (boro), town, township, city, precinct, district, parish, county, or state.
- **"Notice of Liability"** means a written notification or summons to the registered owner of a motor vehicle that is issued by a competent state or authorized law enforcement agency or by

a court of competent jurisdiction relating to a violation that involves the motor vehicle owned by that registered owner as evidenced by the APE, or MLP System.

- **"Notice of Violation"** means a citation, summons, or equivalent instrument issued by a competent state or local law enforcement agent or agency or by a court of competent jurisdiction relating to a violation documented or evidenced by an APE, or MLP System or Blue Line Solutions as an agent of such law enforcement agent, agency or court.
- **"Person"** or **"Persons"** means any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental authority, political subdivision, or any other entity.
- **"Recorded Events"** means photographic, electronic, digital, or video images of a motor vehicle recorded by an APE, or MLP System, establishing a time sequence of the motor vehicle entering the intersection or speed zone and its speed.
- **"Start Date"** means the date the first Notice of Violation/Liability (i.e., payable Citation or Summons) is issued by BLS on behalf of the Municipality.
- **"System"** or "Zone" means any single, two-lane thoroughfare where APE cameras are installed. Generally, one or two cameras are installed per system/zone.
- **"Traffic Safety Corridor"** refers to a designated roadway segment (or Zone) identified through both quantitative data (e.g., crash hotspots, high violation rates, high traffic volumes) and qualitative community input, where serious crash risk, traffic violations, and public concern intersect. These corridors are part of the broader High Injury Network (HIN) and are prioritized for targeted interventions to reduce injuries and fatalities.
- **"Vehicle-Based Enforcement" (VBE)** refers to a mobile, self-powered Automated Speed Enforcement system used for any APE System Zone, School, Construction, and/or Traffic Safety Corridor." It may include multiple or bi-directional travel lanes over a defined length. One "zone" typically equals one two-lane road or one side of a divided roadway. Camera count is based on the number of lanes.
- **"Violation Verification"** means a web-based violation processing system used by a Certified Police Officer, Peace Officer, Sheriff, Constable, or other Sworn or Certified Law enforcement Agent or certified (or trained) citation processing personnel.
- **"Violation"** means failure to obey an applicable traffic law, motor vehicle codes, ordinance, or regulation, including, without limitation, operating a motor vehicle in excess of the posted speed limit or in a designated enforcement zone, such as a School Zone, School Crossing Zone, or Work Zone, as may be amended from time to time.

29. STATE LAW TO APPLY

This Agreement shall be construed under and in accordance with the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date accepted by the Customer.

Blue Line Solutions, LLC.

_____

By: Jason Friedberg

CITY OF RED BANK
STATE OF TENNESSEE

_____
Authorized Signature *(Municipality)*

Approved and authorized this _____day of _____, 2025.

Exhibit A

BLS Obligations and Scope of Work

1. BLS, at the request of the Municipality, shall perform an analysis on selected roadways to determine potential Violation rates and assess the most suitable locations for the APE or MLP System equipment.

2. Where appropriate, BLS shall provide the quantities of APE, or MLP System equipment as indicated on Exhibit D. From time to time, the parties may agree to add or subtract the number of APE, or MLP System(s) to be provided and may modify the location(s) without penalty or additional cost to the Municipality if the parties agree in writing.

3. BLS will promptly perform a preliminary review of recorded event data for the purpose of filtering recorded event data that is not of sufficient quality for further use. For example, BLS may filter Recorded Event data in which no motor vehicle registration plate information or only partial information is reasonably discernible from the Recorded Event. The Municipality will have the sole and exclusive responsibility for the final review of Recorded Events data not filtered by BLS and the authorization and issuance of a citation thereafter.

4. BLS will promptly retrieve applicable Motor Vehicle Administration ("MVA") records for motor vehicles photographed in Recorded Events using registration plate information from such vehicles where such information is reasonably discernible from the Recorded Event. The retrieval of MVA records by BLS is solely for the purpose of presenting such information to the Municipality, and the Municipality shall be responsible for confirming the accuracy of and matching the information to the subject motor vehicle in each instance. BLS agrees that it will use all MVA databases in accordance with any use limitations and restrictions imposed by the owner of the database, any government or Municipality.

5. BLS shall provide reasonably available vehicle registration information necessary to issue Notices of Liability resulting from the APE, or MLP System(s) at no additional cost to the Municipality.

6. BLS shall provide an automated, web-based processing program for all valid Notices of Liability, including image processing, mailing of the initial Notice and a reminder Notice, printing, and mailing costs. The program shall be conducted in a timely manner to comply with any applicable statute of limitations for filing Notices of Liability. Subject to the approval and authorization from the Municipality, each Notice shall be delivered by first-class mail to the registered owner within the agreed or statutory period. Subsequent notifications may be delivered by First Class, Certified Mail-Return Receipt Requested, or by process servers for additional compensation to BLS as agreed by the parties.

7. BLS will make available, at BLS' expense, a qualified expert representative to attend and provide testimony for the initial court hearing for citations provided that BLS received at least thirty (30) days prior written notice of each such hearing. BLS is not responsible for the outcome of any such hearing. Additionally, BLS shall prepare and submit to the applicable hearing officer, Agency, or Court an

Evidence Package to include all paperwork, images, and/or video and other documentation necessary for hearings on all citations/violations contested throughout the life of the program.

In the event of additional expert testimony requests, the Municipality will reimburse BLS for costs incurred in making such expert available to testify, including reasonable travel, lodging, and related expenses and time at the expert's then-current hourly rate.

8. As part of our full-service program, BLS will assume responsibility for all services necessary for the operation of APE system(s), including power, data, and connectivity. BLS will establish and maintain all required contracts to ensure continuity of service. Any costs associated with operating these services will be identified and deducted from the monthly program revenue. The Municipality will not be responsible for managing or maintaining any connectivity, power, or data services related to the program.

9. BLS, at no additional charge to Municipality, will be responsible for training the persons designated to review and approve violations. This includes training new operators, as staffing assignments may change at the sole discretion of the Agency

10. BLS shall maintain files with regular updates of specific Notices of Liability issued and shall update the status of all accounts based on the disposition information provided by the General District Court, indicating payments received, Notices of Liability outstanding, and cases otherwise closed, dismissed, or resolved.

11. BLS shall provide to the Municipality and the Agency a monthly report of APE and MPL Systems results within fifteen days of the end of each calendar month. The report shall include the following information:

a. Total number of Violation events.

b. Total number of actionable Violation events.

c. Total number of Notices of Liability issued.

d. Total number of Notices of Liability paid.

e. Reports on ongoing operations as required or such other reports and documents as are mutually agreed upon between BLS and the Municipality.

12. BLS shall provide all routine maintenance of APE, or MPL or VBE System(s) equipment and timely respond to equipment repairs.

13. BLS will provide services and data for public information and education (PI&E) campaigns before deploying any school zone and/or construction zone enforcement program. BLS will continue to assist the agency with ongoing PI&E throughout the program's life.

14. BLS will provide the municipality one (1) Thirty-Day warning period at no charge as part of this agreement. Additional warning periods, as requested by the municipality, will be subject to the fees per “Exhibit C.”

15. As related to the MPL System only, BLS agrees, upon request by the Agency, to provide reimbursement for overtime or part-time officer pay for hours of MPL System use outside of the officer's normal working hours provided; however, the foregoing shall not apply to warning periods (the first thirty (30) days following the implementation of each MPL system) and the following additional conditions shall apply:

a. personnel shall be selected by the Agency.

b. the MPL Systems and accompanying personnel shall only be deployed in areas not prohibited or restricted by state or local statute and tracked daily for all court documents; and

c. if and when this option of deployment with personnel is exercised:

i. The location(s) shall be mutually agreed upon by both BLS and the Municipality.

ii. BLS will reimburse the Municipality for the officer(s) utilizing the equipment at the following rates: ***(Pay rate to be provided by agency and agreed to by BLS)***

1. Full-time officer Overtime – 1.5 times the officer's rate of pay.

2. Full or Part-time officer Regular Time – Officer's rate of pay.

3. The Agency shall be responsible for normal on-duty use of the MPL System by on-duty officers.

iii. The Agency will provide an invoice and timesheet to BLS for reimbursement of officer pay by the fifth (5th) day of the month following the closing of the preceding month. All payments for the deployed personnel will be delivered to the Municipality on or before the 15th day of the month following the closing of the preceding month. The first officer pay reimbursement will accompany the agency's first 30-day cycle summons revenue check. All payments shall be delivered to the address designated by the Municipality in this Agreement.

iv. BLS has the right to audit the hours of use as logged by the MPL system for verification of hours submitted for payment. Reimbursement will be provided for only those hours in which officers utilize the MPL system for its intended purpose as associated with this agreement.

Exhibit B

Municipality Obligations and Scope of Work

1. The Agency shall ensure the programs and their enforcement procedures comply with all applicable laws and/or policies.

2. The Municipality agrees to direct its Agencies and departments to work with BLS to the best of their ability on the required system and program implementation and provide reasonable access to the Municipality's personnel and facilities to permit BLS and the Municipality to fulfill the obligations under this Agreement.

3. The Municipality agrees to use due diligence in working with BLS to secure all necessary permits or other documentation to install and operate APE, or MLP System(s) under its control. The responsibility for all documentation required to obtain permits is the responsibility of BLS. The municipality will assist, to the best of its ability, in obtaining any other permits or authorizations from the appropriate school district, Department of Transportation, Municipality, or other government agency, as applicable, for operation in such locations. The municipality shall provide any necessary permits at no cost to BLS.

4. The Municipality will make their Public Works Department, Electricians, or other staff available to BLS to help identify, coordinate, and permit pole locations, gain access to electricity hookups, etc., as needed. If the APE system(s) are to be mounted on existing structures, the Municipality will issue a letter to BLS authorizing the use of the location identified.

5. The Municipality shall issue a letter to BLS showing its authorized use for the pole identified for the APE System to be mounted.

6. Unless required by the municipality to maintain contracts for power, data, and connectivity, BLS will assume responsibility for all services necessary for the operation of APE system(s), as outlined in Exhibit A, 8.

7. The Agency shall ensure that each APE, or MPL System(s) shall be in place and operating each month in areas of speed safety concern, barring unusual downtime for maintenance, weather, act of God, or court order.

8. BLS has the responsibility for identifying vehicle ownership record data through NLETS, USPS, and other sources. The Municipality shall complete and sign any necessary letters to NLETS authorizing BLS to retrieve vehicle data records for processing.

9. BLS will train the municipality in the procedures for setting up and operating the citation review and approval system. Upon request, BLS will certify the Agency has completed training.

10. The Agency shall diligently prosecute each valid Notice of Liability and collect all fines. Further, the Municipality shall automatically transmit an electronic file in an agreed format to BLS with monthly

updates of all Notice of Liability disposition information provided by the Municipality indicating payments received or cases otherwise closed, dismissed, or resolved for contested violations.

11. The Municipality and/or Agency shall authorize an agency officer to carefully review each potential Violation captured by the APE and MPL System and transmit an electronic signature to each Notice of Liability approved by the Municipality.

12. The Municipality hereby acknowledges and agrees that the decision to issue a Notice of Liability shall be the sole, unilateral, and exclusive decision of the authorized officer in such officer's sole discretion, and in no event shall BLS have the ability or authorization to make a Notice of Liability decision.

13. The Municipality agrees to reasonably pursue payments of valid Notices of Liability and serve follow-up letters or summons as required for contested violations.

14. The Municipality shall coordinate a hearing officer (a judge, magistrate, or otherwise) and a hearing location to schedule and hear disputed citations.

15. BLS is responsible for issuing and collecting all fines and fees associated with violations. The Municipality shall approve customary fine collection services on behalf of BLS to reach a final disposition for all unpaid or contested violations. In States where issued violations are able or required to be converted into Uniform Traffic Citations (UTCs), BLS and the Municipality will determine the course of action to follow, either civil collections or conversion into a UTC.

16. If the Agency operates APE systems in a School Zone or other designated Traffic Safety Corridor that utilizes or requires physical flashing lights ("Flashers"), the Municipality must provide BLS with the appropriate schedules and activation times necessary for initial and ongoing programming of enforcement cameras and related system equipment. The Municipality and/or the Agency must also promptly notify BLS of any unscheduled school closings, holidays, or disruptions affecting the regular schedule within School Zones or Traffic Safety Corridors.

Unless otherwise required by law or contract, BLS shall delay processing violations by one (1) business day to allow time for receipt of any such notifications. To the extent permitted by law, the Municipality agrees to hold harmless BLS from any liabilities, claims, or expenses resulting from the Municipality's failure to provide timely notice of schedule changes or closures.

17. The Municipality shall promptly reimburse BLS for negligent or intentional damage to the APE and MPL System caused by the Municipality, its employees, or authorized agents.

18. The Municipality shall provide a project manager or other designated individual with authority to execute the Municipality's responsibilities under the Agreement.

19. The Municipality shall be responsible for reporting unpaid citations to the Department of Revenue in accordance with statutory requirements, if applicable. BLS will assume this responsibility with the written authority provided by the Municipality.

20. The Municipality agrees to notify BLS of any resignations or terminations of its personnel so that they can be removed from all applicable systems. This is required to maintain CJIS access and compliance.

21. The Municipality agrees to compensate BLS for any damages caused by the Municipality, regardless of Agency or Department. All costs will be deducted from the program funds in the next billing cycle(s). BLS will notify the Agency and the Municipality of all damages to its system prior to deducting the funds required to pay for the damages.

22. The Municipality agrees to operate all APE systems as outlined in Exhibit E, "Automated Photo Enforcement (APE) System Operations."

23. The Municipality agrees to provide and maintain current all information requested in "Attachment A."

Exhibit C

Tennessee Service Fees & Pricing Schedule

Tennessee Code *§31-41.3-2*, for Automated Photo Speed Enforcement, authorizing the collection of a civil penalty for speeding violations of ten (10) miles-per-hour or more in school and construction zones, and *§31-41.3-3*, for Automated Traffic Violation Enforcement, authorizing the collection of a civil penalty for violation detection systems that monitor and detect violations of traffic control signals. As such, BLS is compensated for providing all related equipment support services, consulting, operations, and program administration. The Municipality agrees to the following financial terms:

1. Fees/costs due Blue Line Solutions for providing a turn-key Automated Photo Enforcement System and/or Manned Photo-Laser (MPL) System and/or Automated Noise Enforcement system and all associated equipment, including;

a. Infrastructure installation and provisioning; and

b. Communications and wireless integration (*the Municipality will assume network provider costs*); and

c. Ongoing service and maintenance; and

d. Ongoing Public Information & Education programs; and

e. Access to a secure, web-based violation processing and review system; and

f. All website and Call Center Support and back-office operations; and

g. Violation processing services, DMV and NCIC records access, including;

   i. Citation processing speeding violations

   ii. Violation/Liability notice issuance and mailing; subsequent reminder mailed notice

   iii. Agency summons approval process

   iv. Citation Mailing

   v. Returned Mail

   vi. Change of Address (COA) lookup

h. COA Citation Reissue

i. Credit Card and other payment processing services

2. ***ASE Revenue Share Program***

The two parties shall share revenue from the paid Notice of Violation/Liability. The municipality's portion shall be 50% of all paid Notices of Liability, and BLS's portion shall be 50% of all paid Notices of Liability. No fees or charges will be assessed to the agency for unpaid violations. The costs will be subtracted from the municipality's gross receipts of paid citations/summonses.

If the municipality reduces the time of operation of APE systems from the maximum time allowed by law and or minimum speed enforcement threshold, the municipality agrees that the above revenue share will reverse such that the municipality's portion shall be 30% of all paid Notices of Liability, and BLS's portion shall be 70% of all paid Notices of Liability

3. **Program & System Fees**

Blue Line Solutions assumes all risk, costs & fees associated with, and required for, APE/MLP System installation, maintenance, infrastructure, development, implementation, and ongoing support. As such, costs & fees are recovered monthly by BLS over the first eighteen to twenty-four (18-24) months of this agreement from revenue apportioned to BLS under this agreement. In the event the agreement is terminated by the Municipality as allowed by Section 3.a.(i), prior to the end of the initial term of this agreement and, hence, the full recovery of the above-stated costs by BLS, the Municipality will be responsible for the balance.

a. Automated Photo Speed: The parties agree the cost of installation, infrastructure, development, and implementation of the APE System is $75,000 per installed APE System zone, and upon early termination under Section 4 prior to the end of the initial term of this agreement. Full payment of all such costs will be due within sixty (60) days after the date of termination.

4. **No-balance Billing**

Notwithstanding the provisions of Section 3 above, BLS agrees that the services shall be provided to the Municipality on a no-balance billing basis. If the total monthly fees/costs realized by BLS in a given month exceed the current monthly gross of fines collected, the remaining unpaid portion of the BLS total monthly fees/costs will roll over and be added to the following month's total. In the event that the contract ends or is terminated, and a balance is still owed to the contractor, all subsequent receipts generated from the BLS system prior to termination from automated speed programs for a period of 12 months from the date of termination will be applied to such balance and paid to BLS. At the end of the 12-month period outlined above, any unpaid rollover amounts owed to BLS shall be forfeited by the Contractor and not owed by the Municipality.

5. **Legislative Change Affecting Compensation**

If legislative changes should limit or alter the structure or amount of fines levied for speed infractions. In that case, the Municipality may request to renegotiate the compensation as specified above. Any failure of the parties to agree on such compensation changes shall not be grounds for termination of this Agreement for cause by the Municipality.

6. **Additional Warning Periods**

BLS will provide one (1) thirty-calendar-day warning period at no charge to the Municipality as part of this agreement. The fee for additional warnings shall be $25.00 per processed warning and shall be subtracted from the Municipality's gross receipts of paid summonses.

7. **Additional & Special Reporting Requests**

Additional requests for special reports for Freedom of Information Act (FOIA) Requests, Open Records requests, or additional information such as historical program data, captured data, audit, and/or financial information beyond the scope of this agreement may be subject to additional fees. Additional reporting work and report generation done solely by BLS and exceeding five (5) hours to complete, excluding those required by law, will incur a fee of one-hundred-and-fifty ($150) dollars per hour, which will be subtracted from the Municipality's gross receipts of paid summonses. A time estimate will be provided if the estimated completion time exceeds five (5) hours

8. **Credit Card Administration Fee** *(Violator Paid)*

There is no cost for violation payments made by check, or money order. Violation payments processed manually by phone or paid electronically are charged an additional Administration Fee (paid by the violator). Administration Fees are not included in the Municipality's Revenue.

9. **Pricing Alteration**

In order to ensure fairness in payment for services based on the amount of work required to operate the speed monitoring system, BLS and the Municipality will re-evaluate the pricing provided above (in Exhibit C) six months after the system "start date" and adjust as appropriate. This pricing may be changed by agreement of both parties or in the event of changes to the empowering statute.

Exhibit D

1. Number and Locations of APE and MPL System Equipment

The number of APE and MLP Systems, as well as the locations for equipment installation, will be determined after a careful analysis by the Municipality, the Agency, and BLS personnel, considering traffic dynamics, volume, and safety assessments on the Municipality's roadways. Prior to the study, the initial quantity is expected to be:

a. (_____) APE System(s) will be provided: Unit quantity may be changed without contract amendment.

b. (_____) MPL System(s) will be provided: Unit quantity may be changed without contract amendment.

c. (_____) VBE System(s) will be provided: Unit quantity may be changed without contract amendment

2. Radar Feedback Signs

BLS will provide and install radar speed signs for the ASE System, to be utilized in school zones where permitted by law and with the approval of the municipality and/or relevant agency. The signs will be installed at the discretion of BLS and as per approved site construction plans, generally one (1) per ASE System. Notwithstanding the foregoing, the parties agree that the Municipality shall be responsible for assisting BLS in the placement, service, installation, and obtaining any regulatory approval related thereto. *BLS will only provide service/maintenance on the signs throughout the manufacturer's warranty period, at which point they will become the sole responsibility of the Municipality.* If requested, BLS can provide service and replacement after the warranty period, but any costs associated with that service and replacement will be deducted from the program revenue.

3. Automated License Plate Recognition (ALPR) Cameras

BLS may choose to provide Automated License Plate Recognition (ALPR) cameras with an APE System under this agreement, as long as this agreement remains in effect and provided that the Municipality agrees to operate each APE system for the maximum time and at the minimum enforceable speed as allowed by law. Such ALPR cameras must be installed as part of the APE infrastructure. Additional ALPR systems may be purchased as described in "Additional Services" section of this agreement.

4. Expert Witness

BLS shall provide an expert witness as reasonably necessary to establish judicial notice for contested Violations to establish the accuracy and technical operations of the APE and MPL Systems. Expert testimony relating to specific LiDAR equipment requires coordination with the manufacturer and will need to be arranged at least thirty (30) days prior to required court appearances.

Exhibit E

Automated Photo Enforcement (APE) System Operations

1. **Operating Times**

   The municipality agrees to operate APE Systems in designated areas for the maximum time permitted by law or as identified in "Attachment A."

2. **Operating Speeds**

   The municipality agrees to operate APE Systems in areas at the minimum enforceable speed limit permitted by law or as identified in "Attachment A."

3. **School Zone Flasher Schedule**

   The municipality agrees to provide active school zone flasher times to BLS and maintain the schedule, updating each semester or as needed. The municipality will ensure that the Flasher programming matches the school zone flasher schedule.

   - Time(s) for school zone speed limit reduction, while flashers are in operation.
   - Posted speed limit during hours when flashers are operational
   - Posted speed limit during normal operational times (non-school times)
     - Mid-day enforcement, or non-flasher time
   - Speed limit (enforcement speed) at which citations can be issued
     - School zone times when flashers are flashing

_____ _____

Authorized Signature *(Municipality)* Date

_____ _____

Signature Date

Blue Line Solutions, LLC
4409 Oakwood Dr.
Chattanooga, TN 37416

Attachment A

Blue Line Solutions, LLC
3903 Volunteer Dr., Suite 400
Chattanooga, TN 37416
423.333.0490

AGENCY: _____
AGENCY CONTACT: _____
CONTACT NUMBER: _____
ADDRESS: _____
_____
DATE VERIFIED: _____
SIGNATURE: _____

The information requested below is vital for the speed enforcement program. We ask that you fill out the form below to ensure that Blue Line Solutions provides the exact data required for each school zone where there will be enforcement and reporting.
Please contact and visit the schools to ensure school zone times and posted speed limits are correct.

Schoool Name:						
Street Name	Number of Lanes	Posted Speed Limit	School Zone Speed Limit	Enforcement Speed	School Zone Times	Comments
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:

Schoool Name:						
Street Name	Number of Lanes	Posted Speed Limit	School Zone Speed Limit	Enforcement Speed	School Zone Times	Comments
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:

Schoool Name:						
Street Name	Number of Lanes	Posted Speed Limit	School Zone Speed Limit	Enforcement Speed	School Zone Times	Comments
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:

Schoool Name:						
Street Name	Number of Lanes	Posted Speed Limit	School Zone Speed Limit	Enforcement Speed	School Zone Times	Comments
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:

TRUEBLUE
SPEED ENFORCEMENT | SCHOOL ZONE

School Zone Speed Study Verification Form - Rev 01122023

Criminal Justice Information Services (CJIS) Security Policy

Version 5.9.3
09/14/2023

CJISD-ITS-DOC-08140-5.9.3

Prepared by:
FBI CJIS Information Security Officer

Approved by:
CJIS Advisory Policy Board

ADDENDUM TO THE CONTRACT BETWEEN RED BANK POLICE DEPARTMENT AND BLUE LINE SOLUTIONS

[Name of Law Enforcement Agency] and Blue Line Solutions, LLC., the contract entered into by these parties and entitled *"AUTOMATED PHOTO ENFORCEMENT SERVICES AGREEMENT"*, is hereby amended and revised to include the following:

1. Access to and use of criminal history record information and other sensitive information maintained in the Phoenix, AZ, and FBI-managed criminal justice information systems by NOVA are subject to the following restrictions:
    a. The Security Addendum appended hereto, which is incorporated by reference and made a part thereof as if fully appearing herein.
    b.
    c.
    d.

This amendment is effective the_____day of_____,2025 On behalf of Blue Line Solutions.

Mark Hutchinson	Founder & CEO
Printed Name	Title
Mark Hutchinson	1/01/2026
Signature	Date

On behalf of [Law Enforcement Agency]:

Printed Name	Title
Signature	Date

FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A- 130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA)- the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

a. Investigate or decline to investigate any report of unauthorized use;

b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI 1000

Custer Hollow Road

Clarksburg, West Virginia 26306

BLUE LINE SOLUTIONS

Automated Speed Enforcement

Technology that protects, enforcement that works.

Photo & Video Evidence

Combination of media for approval and violator information for transparent and accurate evaluation.

Multi-lane Safety Solutions

Each automated camera can enforce multiple lanes at once to expand safety in your community with ease.

Equitable Privacy

Rear-vehicle image & video focuses on the license plate, speed, and vehicle - not the personal identifiers of the driver.

Zero Cost Solution

Programs are violation-funded, leaving budgets and resources for other, additional community needs.

Phased Implementation

Our 3 phases help transparently share communications on the safety program through graphics, copy, and translations.

*Shown with optional ALPR add on and radar feedback signage.

WWW.BLUELINESOLUTIONS.COM

@BLUE LINE SOLUTIONS

— WE STRIVE FOR ZERO: ZERO INJURIES. ZERO CRASHES. ZERO FATALITIES.

BLUE LINE SOLUTIONS

Your trusted traffic safety partner

Proven success in reducing speed, preventing crashes, and saving lives through transparent and equitable safety solutions.

Safety Driven

With public safety and traffic experts on staff coupled with our mission to achieve Vision Zero, we're your partner.

Transparency Focused

Every step from permitting to construction to communication and beyond, we provide clear updates.

Secure Approvals & Payment

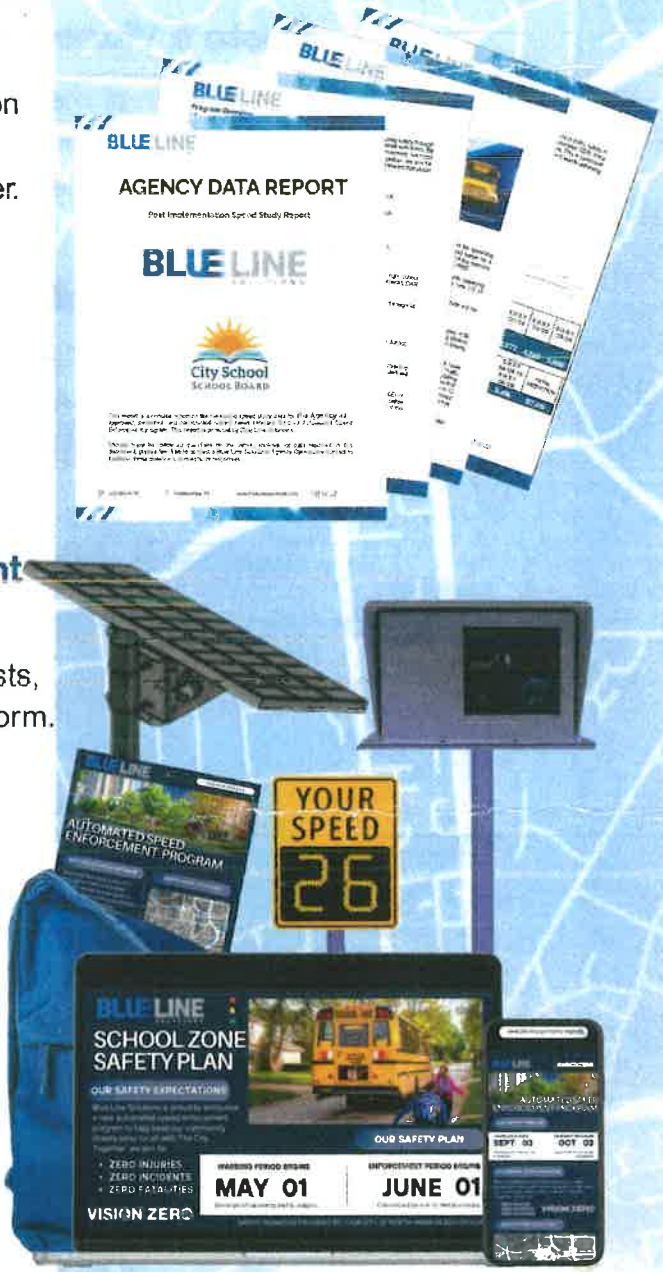
NewGuard™ allows for secure, easy review, approval, court packet requests, and payment processing in one platform.

Recurring Data Reports

Regular reports of program impact through each phase and beyond to clearly share data transparency.

Proven Safety Success

An average 90+% reduction in speeding in the first year and 35+% reduction in crashes in the first year.



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