



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

**BUREAU OF ENGINEERING
TRAFFIC OPERATIONS DIVISION
SUITE 300, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243
(615) 741-5017**

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

TO: Chuck Rychen
Assistant Chief Engineer of Operations

FROM: Brad Freeze, Director of Traffic Operations

SUBJECT: **Proprietary Item Request and Justification
Maryville, Alcoa and Blount County Traffic Signal Controller Request**

The cities of Maryville and Alcoa and Blount County request approval to utilize the following proprietary item in their jurisdictions: PEEK 3000E signal controller and related component items, over the next three years on projects using federal or state funds. This request is based on the necessity for synchronization with existing traffic signal systems.

Project Description

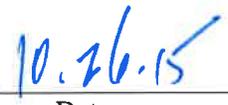
Initial project affected: SR 33 at Defoe Circle and Old Knoxville Pike, Blount County, PHSIP-33(115), PIN 118121.00.

Justification

- 1) Communications Integration:** The existing system of PEEK controllers use a proprietary communications protocol to communicate with the master controller. New controllers will need matching hardware/software to communicate properly.
- 2) Experience and Technical Training:** The inter-agency system entity, Maryville-Alcoa Central Traffic Operations (MACTO) will be providing signal timing and setup and their technicians are extensively trained in the maintenance, programming and trouble shooting of PEEK 3000E controllers.
- 3) Operational Majority:** Blount County has signed an inter-agency agreement with MACTO to use their specifications which call for these types of controllers. The PEEK 3000E is currently in service at 71 of 73 system traffic signals (97%) and is used extensively in Blount County at a majority of their traffic signals.

I, Brad Freeze, Traffic Operations Division Director, of the Tennessee Department of Transportation, do hereby certify that in accordance with the requirements of 23 CFR 635.411(a) (2) that the patented or proprietary item listed above is essential for the synchronization of existing facilities.


Assistant Chief Engineer of Operations


Date

Cc: Jeff Jones, TDOT Assistant Chief Engineer Design
Danny Lane, TDOT HQ Materials and Test Division
Jeff Hatcher, Blount County Director of Engineering
Kevin Stoltenberg, Traffic Operations Manager, MACTO

October 20, 2015

Brad Freeze, Director
TDOT Traffic Operations Division
James K. Polk Building, Suite 300
505 Deaderick St.
Nashville, TN 37243-0341



Maryville-Alcoa Central
Traffic Operations
416 W Broadway Ave
Maryville, TN 37801
Phone: (865) 273-3500
ktstoltenberg@maryville-tn.gov

Re: Proprietary Item Request and Justification
PEEK Traffic Signal Controllers

Project Information:
Blount County SR33 at Defoe Circle and Old Knoxville Pike
PHSIP-33(115)
PIN 118121.00

Dear Mr. Freeze,

The cities of Maryville and Alcoa would like to request that PEEK 3000E traffic signal controllers be specified for the above project. The cities are partnering with Blount County to provide signal timing in an effort to coordinate this project's traffic signal with a nearby Maryville-Alcoa system. This signal will be at the end of a system of 6 coordinated signals which utilize the PEEK 3000E operating in a closed loop over multi-mode fiber optics.

Certification for the PEEK 3000E controllers should be made due to the fact that they are necessary for synchronization with existing facilities. Further justification is listed below:

- 1) **Communications Integration:** The existing system of PEEK controllers use a proprietary communications protocol to communicate with the master controller. In order for this new signal to communicate properly, it will need to have matching hardware/software.
- 2) **Experience and Technical Training:** Maryville-Alcoa Central Traffic Operations (MACTO) will be providing signal timing and setup, and our technicians are extensively trained in the maintenance, programming, and troubleshooting of PEEK 3000E controllers.
- 3) **Operational Majority:** Blount County has agreed (see attached inter-local agreement) to use the MACTO specifications which call for these types of controllers. The PEEK 3000E is currently in service at 71 of our 73 traffic signals (97%). It is also used extensively in Blount County at a majority of their traffic signals.

Thank you for considering this request. Please feel free to call me at 865-273-3523 if you need any additional information.

Sincerely,

Kevin Stoltenberg, PE
Traffic Operations Manager

Cc: Pete Falkenberg, TDOT
Jeff Hatcher, Director of Engineering Blount County

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into as of the 2nd day of Jan., 2013, by and between THE CITY OF MARYVILLE, TENNESSEE (“Maryville”), a municipal corporation located in Blount County, Tennessee; THE CITY OF ALCOA, TENNESSEE (“Alcoa”), a municipal corporation located in Blount County, Tennessee; and BLOUNT COUNTY, TENNESSEE (“Blount County”), a political subdivision of the State of Tennessee, as follows:

WITNESSETH:

THAT WHEREAS, Alcoa and Maryville currently participate in providing services for joint traffic operations through a team known as “MACTO” (Maryville-Alcoa Central Traffic Operations), and

WHEREAS, the purpose of MACTO is to provide smooth, coordinated traffic flow between signalized intersections in both Maryville and Alcoa, and

WHEREAS, Blount County is installing a traffic signal that may benefit from MACTO’s services and coordination through MACTO.

WHEREFORE, the parties hereto hereby agree as follows:

1. Purpose. The purpose of this Agreement is to establish the role of each participating party in the management of traffic, signal coordination, signal timing, and construction oversight of the intersection of State Route 33/Old Knoxville Highway at Defoe Circle in Blount County, Tennessee. Other intersections may subsequently be added to the coverage in this Agreement if agreed in writing by the parties hereto.
2. Term. The term of this Agreement shall be ten (10) years from the date of its execution. The Agreement will automatically renew for successive periods of ten (10) years unless terminated in writing by any party hereto. The Agreement further may be terminated at any time by any party hereto upon the provision of ninety (90) days advance written

notice to all other parties.

3. Responsibilities.

(a) Blount County through its Highway Department agrees to allow MACTO personnel access and control of traffic signal equipment at the intersection(s) at issue for the purpose of signal timing and coordination. Blount County through its Highway Department agrees that MACTO's standard equipment will be used for the new traffic signal installation at the intersection(s) at issue. Further, MACTO personnel will be allowed to perform regular inspections during the construction process to ensure that all applicable standards are met. Blount County will allow the signal(s) at issue to be timed as advised by MACTO during the term of this Agreement.

(b) Alcoa. Alcoa through MACTO agrees to provide traffic signal controller programming, initial set-up, and construction oversight for the purpose of establishing a coordinated traffic signal system between jurisdictions.

(c) Maryville. Maryville through MACTO agrees to provide traffic signal controller programming, initial set-up, and construction oversight for the purpose of establishing a coordinated traffic signal system between jurisdictions.

4. No maintenance or other services provided. This Agreement does not provide for routine maintenance or unscheduled maintenance or repair of the traffic signal(s) at issue. Blount County shall be solely responsible for repair, operations, and maintenance costs associated with the operation of the intersection(s) at issue including, but not limited to, utilities, bulb replacement, repairs due to accidents, etc.

5. Funding. Each party is responsible for the funding of its responsibilities as set forth in Paragraphs 3 and 4, above, of this Agreement. Neither party shall seek or request payment from any other party for services provided hereunder.

- 6. Amendments. This Agreement may be amended only in a writing signed by all parties hereto and authorized by the governing body of each party to this Agreement.
- 7. Relationships. The participants in work undertaken under this Agreement shall remain employees only of their own respective employers and neither the participants nor the parties shall be agents, representatives or joint ventures of any other party hereto.

IN WITNESS WHEREOF, we have set our hands and seals this the day and date first written above.

CITY OF MARYVILLE, TENNESSEE:
 BY: Thomas W. Taylor
 ITS: Mayor

ATTEST:
Deborah P. Caughron

STATE OF TENNESSEE)
 COUNTY OF BLOUNT)

Before me, a Notary Public in and for said County, personally appeared

Thomas W. Taylor with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Mayor of the CITY OF MARYVILLE, TENNESSEE, the within named bargainer, and that he as such Mayor, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of the CITY OF MARYVILLE, TENNESSEE, by himself as Mayor.

WITNESS my hand and official seal at office this 2nd day of Jan.

2013

My Commission Expires:
4-30-16

Luise Shuman Caughron
 Notary Public



CITY OF ALCOA, TENNESSEE:

BY:

[Handwritten Signature]

ITS:

Mayor

ATTEST:

[Handwritten Signature]

STATE OF TENNESSEE)
COUNTY OF BLOUNT)

Before me, a Notary Public in and for said County, personally appeared Donald R. Muu with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Mayor of the CITY OF ALCOA, TENNESSEE, the within named bargainor, and that he as such Mayor, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of the CITY OF ALCOA, TENNESSEE, by himself as Mayor.

WITNESS my hand and official seal at office this 11th day of DECEMBER 2007.

My Commission Expires:
8/14/2013

[Handwritten Signature]
Notary Public



BLOUNT COUNTY, TENNESSEE:

BY: Ed Mitchell

ITS: Mayor

ATTEST:

Ray L. Reynolds, Jr.
By Marguerite M. Styer DC

STATE OF TENNESSEE)
COUNTY OF BLOUNT)

Before me, a Notary Public in and for said County, personally appeared Ed Mitchell, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Mayor of BLOUNT COUNTY, TENNESSEE, the within named bargainer, and that he as such Mayor, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of BLOUNT COUNTY, TENNESSEE, by himself as Mayor.

WITNESS my hand and official seal at office this 21st day of December, 2007.

My Commission Expires:
Oct. 31, 2014

Patricia James
Notary Public

