



# Knox County Commission

Suite 603, City County Building  
400 West Main Street  
Knoxville, Tennessee 37902  
Phone (865) 215-2534  
Fax (865) 215-2038

EVELYN GILL, 1ST DISTRICT  
MICHELE CARRINGER, 2ND DISTRICT  
RANDY SMITH, 3RD DISTRICT, VICE-CHAIR  
HUGH NYSTROM, 4TH DISTRICT  
JOHN SCHOONMAKER, 5TH DISTRICT

BRAD ANDERS, 6TH DISTRICT  
CHARLES BUSLER, 7TH DISTRICT  
DAVE WRIGHT, 8TH DISTRICT, CHAIRMAN  
CARSON DAILEY, 9TH DISTRICT  
BOB THOMAS, AT-LARGE SEAT 10  
ED BRANTLEY, AT-LARGE SEAT 11

## NOTICE

**TO: MEMBERS OF THE KNOX COUNTY COMMISSION  
ALL DEPARTMENTS AND AGENCIES  
NEWS MEDIA**

**FROM: Commissioner Dave Wright, Chairman**

**THE CHAIRMAN OF THE KNOX COUNTY COMMISSION SHALL CONFIRM RECEIPT OF ITEMS AND SET THE FINAL OCTOBER AGENDA OF THE KNOX COUNTY COMMISSION AT 1:30 P.M. ON WEDNESDAY, OCTOBER 5, 2016 VIA EMAIL AND TELEPHONE CONFERENCE WITH THE COMMISSION OFFICE.**

**PLEASE SUBMIT ANY REQUESTED AGENDA CHANGES, ADDITIONS, QUESTIONS OR COMMENTS TO THE COMMISSION OFFICE.**

## AGENDA

1. Consideration of a Resolution of the Commission of Knox County, Tennessee approving an ACT License and Services Agreement for participation in the administration of the ACT (taken without writing) for grade 11 or grade 12 students at cost of \$42.50 per assessment for the term of September 1, 2016 through August 31, 2017 utilizing State of Tennessee Basic Education Program (BEP) funds.  
(Schools)

2. Consideration of a Resolution of the Commission of Knox County, Tennessee approving Clinical Student Affiliation Agreements with the Contemporary Women's Health and Knoxville Medical and Industrial Clinic for South-Doyle High School Health Science student clinical training at no cost to the Knox County Schools.  
*(Schools)*
3. Consideration of a Resolution of the Commission of Knox County, Tennessee approving an Emergency Mutual Aid Memorandum of Understanding with The Oak Ridge Board of Education for provision of temporary emergency services in the event of a disaster.  
*(Schools)*
4. Consideration of a Resolution of the Commission of Knox County, Tennessee approving an agreement with Tusculum College for the provision of student field experiences for students in the Department of Teacher Education for the term of one (1) year beginning on August 30, 2016.  
*(Schools)*
5. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a lease agreement with Public Building Authority use of World's Fair Park Amphitheater for L&N STEM Academy Pep Rally on October 17, 2016 at a cost of \$900.00 utilizing general school funds.  
*(Schools)*
6. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Training and Service Agreement with STARS Nashville for a Coordinated School Health "Youth Summit" on October 19, 2016 and a 2-hour "Move 2 Stand Assembly Presentation" on October 20, 2016 at a cost of \$2,600.00 plus the cost of materials, copies and reimbursement of travel utilizing Coordinated School Health and Tennessee Department of Education Safe Schools Grant funds.  
*(Schools)*
7. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Master Agreement with Side Effects, Inc. for provision of an electronic scoreboard at the Hardin Valley Academy baseball field and request of Hardin Valley Academy to replace the existing scoreboard at a cost of \$7,190.00 utilizing baseball funds.  
*(Schools)*

8. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Memorandum of Understanding with Knox County Parks and Recreation regarding use and maintenance of Knox County's Carter Park located at 9030 Asheville Highway, Knoxville, Tennessee.  
*(Schools)*
9. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Garrett A. Morgan Technology and Transportation Education Program Clearinghouse Grant Sub-Agreement with North Carolina A & T University for a Year 3 Work Plan and payment on a cost-reimbursement basis to the University in the amount of \$60,000.00 which shall be adjusted as additional funds are allotted from the Federal Highway Administration.  
*(Schools)*
10. Consideration of a Resolution of the Commission of Knox County, Tennessee approving Tennessee Arts Commission Student Ticket Subsidy Grants for Adrian Burnett Elementary, Amherst Elementary, Ball Camp Elementary, Bearden Elementary, Belle Morris Elementary, Blue Grass Elementary, Cedar Bluff Elementary, Christenberry Elementary, Corryton Elementary, East Knox County Elementary, Fountain City Elementary, Gap Creek Elementary, Gresham Middle, Inskip Elementary, Mooreland Heights Elementary, Mount Olive Elementary, New Hopewell Elementary, Pleasant Ridge Elementary, Powell Elementary, Sarah Moore Greene Elementary, Shannondale Elementary, South Knoxville Elementary, Spring Hill Elementary, West Haven Elementary, and West Hills Elementary Schools and also Fair Garden Family Center and Sam E. Hill Preschool in an amount up to \$41,409.00.  
*(Schools)*
11. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Memorandum of Understanding with Great Schools Partnership for a grant in the amount of \$40,000.00 for Central High School's Accelerated and Recovery Online Program for the 2016-2017 school year.  
*(Schools)*
12. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Memorandum of Understanding with Great Schools Partnership for a grant in the amount of \$12,750.00 for Gibbs High School's Tutoring Center for the 2016-2017 school year.  
*(Schools)*

13. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Memorandum of Understanding with Great Schools Partnership for a grant in the amount of \$12,224.00 for West High School's Verizon Center for Academic Excellence Athletic Tutoring, Credit Recovery and ACT Plan for the 2016-2017 school year.  
*(Schools)*
14. Consideration of a Resolution of the Commission of Knox County, Tennessee approving the application, receipt of funds, and grant contract with the State of Tennessee, Tennessee Arts Commission for Mooreland Heights Elementary School in the amount of \$16,000.00 with required matching funds in the amount of \$8,000.00 for the purpose of expanding, improving and developing the arts.  
*(Schools)*
15. Consideration of a Resolution of the Commission of Knox County, Tennessee approving an application, receipt of funds, and grant contract with the State of Tennessee, Tennessee Arts Commission for Mooreland Heights Elementary School in the amount of \$12,000.00 with required matching funds in the amount of \$6,000.00 for the purpose of expanding, improving and developing the arts in Tennessee.  
*(Schools)*
16. Consideration of a Resolution of the Commission of Knox County, Tennessee approving an application and receipt of funds from a Laura Bush Foundation Grant for Vine Middle School in the amount of \$6,800.00 for the purpose of closing gaps in the school's library collection.  
*(Schools)*
17. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a contract with Henley Roofing Company in the amount of \$781,496.00 for a full roof replacement at Fulton High School.  
*(Schools)*
18. Consideration of a Resolution of the Commission of Knox County, Tennessee authorizing the acceptance of donations as shown on the attached list of donations and in the total amount of \$11,815.97.  
*(Schools)*

19. Consideration of a Resolution of the Commission of Knox County, Tennessee authorizing the acceptance of grant funds for the Knox County Schools as shown on the attached list of grants and in the total amount of \$7,650.00.  
*(Schools)*
20. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a contract with Walden Security for unarmed security guard services at Lawson McGhee Library and the East Tennessee History Center.  
*(Library)*
21. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a contract between Bailey Computing Technologies, Inc. (BCTI) and Knox County Government for VMware Virtualization and SAN Implementation.  
*(Sheriff)*
22. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a contract between Knox County Government and the Tennessee Department of Homeland Security and Highway Safety Office for \$73,192.82 for the provision of overtime pay for officers to work traffic safety saturation patrols and to purchase radar guns.  
*(Sheriff)*
23. Consideration of a Resolution of the Commission of Knox County, Tennessee approving Covenants for Permanent Maintenance of Stormwater Facilities and Best Management Practices with Edwards Place Development, LLC for property located at 7605 Twin Oak Lane (a portion of CLT Parcel # 021-00203).  
*(Engineering and Public Works)*
24. Consideration of a Resolution of the Commission of Knox County, Tennessee approving Covenants for Permanent Maintenance of Stormwater Facilities and Best Management Practices with Edwards Place Development, LLC for property at 7605 Twin Oak Lane (a portion of CLT Parcel # 021-00203).  
*(Engineering and Public Works)*

25. Consideration of a Resolution of the Commission of Knox County, Tennessee approving Covenants for Permanent Maintenance of Stormwater Facilities and Best Management Practices with M&M Partners for property at 0 Lovelace Rd. (a portion of CLT Parcel # 129-032).  
*(Engineering and Public Works)*
26. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a contract amendment in the amount of \$19,670.00 with Gresham Smith and Partners for construction, engineering, and inspection services for the Ebenezer Road and Gleason Drive improvements.  
*(Engineering and Public Works)*
27. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a contract with Volunteer Highway Supply Inc. for pavement marking materials and road striping services.  
*(Engineering and Public Works)*
28. Consideration of a Resolution of the Commission of Knox County, Tennessee approving an agreement with Harvest Church to permit the Harvest Church, located at 6720 Kern Road immediately across Dante Road from and adjacent to the Teague Health Clinic at 405 Dante Road, to use the paved portion of Teague Health Clinic's parking lot belonging to Knox County, Tennessee as a parking area for worshipers of their church services and church functions on Sundays all day and every other evening after 5:00 pm, at no charge.  
*(Health Department)*
29. Consideration of a Resolution of the Commission of Knox County, Tennessee approving Amendment One to the Public Health Emergency Preparedness Grant Contract (ZZ17141425) between the State of Tennessee, Department of Health and The Government of Knox County DBA Knox County Health Department. The purpose and effect of Amendment One is increased funding in the amount of \$17,089.00 (no local match required) to assist in preparedness to respond to the Zika Virus Disease. Contract end date is June 30, 2017.  
*(Health Department)*

30. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Grant Contract with the State of Tennessee for the provision of HIV/STD/Viral Hepatitis Prevention services in the amount of \$420,900.00 for the term beginning January 1, 2017 and ending December 31, 2017. (No local match required)  
*(Health Department)*
31. Consideration of a Resolution of the Commission of Knox County, Tennessee approving Amendment 1 to the Governmental Revenue Contract with the State of Tennessee, Department of Mental Health and Substance Abuse Services for the purpose of establishing rates for payment by Knox County to the State for mental health evaluation and treatment services court ordered for criminal defendants charged only with misdemeanors, which amendment extends the term of the contract by one (1) year through June 30, 2017.  
*(Finance)*
32. Consideration of a Resolution of the Commission of Knox County, Tennessee approving the Lease Agreement with East Tennessee Foundation, a non-profit corporation organized under the laws of the State of Tennessee, for the benefit of the Suffrage Coalition, for the placement of the Burn Memorial Statue and related improvements on the leased premises located near the northeast corner of Market Street and Clinch Avenue.  
*(County Mayor)*
33. Consideration of a Resolution of the Commission of Knox County, Tennessee approving real estate sales contracts for delinquent tax surplus properties sold via online and live auction.  
*(Purchasing)*
34. Consideration of a Resolution of the Commission of Knox County, Tennessee approving real estate sales contracts for surplus properties at 0 High Avenue and 2630 George Miller Avenue sold via online auction.  
*(Purchasing)*
35. Consideration of a Resolution of the Commission of Knox County, Tennessee approving the sale of delinquent tax surplus property by the City of Knoxville at 4704 Holston Drive, Parcel ID 071OA011, for less than taxes owed.  
*(Purchasing)*

36. Consideration of a Resolution of the Commission of Knox County, Tennessee approving an agreement of sale in the amount of \$2,000 with Jackie Seale for delinquent tax surplus property located at 1941 Hibiscus Way.  
*(Purchasing)*
  
37. Consideration of a Resolution of the Commission of Knox County, Tennessee approving an agreement of sale in the amount of \$500 with Ryan Estabrooks for delinquent tax surplus property located at 0 Forest Hills Boulevard.  
*(Purchasing)*
  
38. Consideration of a Resolution of the Commission of Knox County, Tennessee approving an intergovernmental transfer with the City of Knoxville for surplus real properties located at 0 Watauga Avenue (Parcel ID 081BJ011), 1404 West Baxter Avenue (Parcel ID 094GC033), 1321 Craig Road (Parcel ID 121OC017), 0 N. Broadway (Parcel ID 081EB037), 0 N. Broadway (Parcel ID 081EB038), 0 N. Broadway (Parcel ID 081EB036), and 2608 Lay Avenue (Parcel ID 082NF024).  
*(Purchasing)*
  
39. Consideration of a Resolution of the Commission of Knox County, Tennessee approving an agreement of sale in the amount of \$73,000.00 with The Estate of Joseph Harb and George Harb and Wadad S. Harb, Trustees, the Harb Family Revocable Living Trust for Knox County's purchase of real property located at 6715 Martel Lane adjacent to the South Knox Senior Center.  
*(Purchasing)*
  
40. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a contract with Williamsburg Mailing Services, Inc. to provide presort mailing services for the term of November 1, 2016 through October 31, 2017 with the option to extend for an additional four (4) years, one (1) year at a time, for a possible total of five (5) years.  
*(Purchasing)*

41. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Memorandum of Understanding between the Knox County Regional Forensic Center (RFC) and Appalachia HIDTA for purpose of collaboration between the organizations and specifically detail the relationship utilizing AHIDTA's Public Health Analyst at the RFC to address drug related activities and deaths.  
*(Forensic Center)*
42. Consideration of a Resolution of the Commission of Knox County, Tennessee authorizing the acceptance of Title I funding in the amount of \$92,296.00 through the Tennessee Alliance for Children and Families for programs that enhance and support the educational needs of children and youth transitioning from the Richard L. Bean Juvenile Service Center to the local school system. No local match required.  
*(Juvenile Service Center)*
43. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a grant contract between the State of Tennessee Department of Health and Richard L. Bean Juvenile Service Center in the amount of \$67,100.00 for the provision of planning, development, and programmatic oversight for Human Immunodeficiency Virus (HIV) infection and acquired immunodeficiency syndrome (AIDS) screening services. No local match required.  
*(Juvenile Service Center)*
44. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a contract amendment with DataBank to begin a document management system for 4th Circuit, Criminal Sessions, and Criminal Court Clerk's offices. **(DEFERRED FROM SEPTEMBER)**  
*(Criminal, General Sessions and Fourth Circuit Court Clerk)*
45. Spread of Record the Knox County Mayor's order appointing James Spitzer to the Northeast Knox Utility District Board of Commissioners. (Law Department)
46. Request of Metropolitan Planning Commission to adopt the 2016 Southwest County Sector Plan update. COMMISSION DISTRICTS 3, 4, & 5. MPC Action: Adopt the 2016 Southwest County Sector Plan, also amending the Knoxville-Knox County General Plan 2033, and recommend the Knox County Commission also adopt the plan.

47. Request of WBI Rentals, LLC, for rezoning from A (Agricultural) to RA (Low Density Residential). Property located west side of Bob Kirby Road, north of Dutchtown Road. COMMISSION DISTRICT 3. MPC Recommendation: Recommend the Knox County Commission approve RA (Low Density Residential) zoning.
48. Request of LeConte Equities Group, LLC, for a South County Sector Plan amendment from MDR/O (Medium Density Residential and Office) to GC (General Commercial). Property located northwest side of E. Governor John Sevier Hwy., north of Chapman Hwy. COMMISSION DISTRICT 9. MPC Action: Adopt Resolution # 9-A-16-SP, amending the South County Sector Plan to GC (General Commercial) and recommend the Knox County Commission also adopt the sector plan amendment .
49. Request of LeConte Equities Group, LLC, for rezoning from OB (Office, Medical, and Related Services) to CA (General Business). Property located northwest side of E Governor John Sevier Highway, north of Chapman Highway. COMMISSION DISTRICT 9. MPC Recommendation: Recommend the Knox County Commission approve PC (Planned Commercial) zoning, subject to 1 condition.
50. Request of Hope Davis for a Southwest County Sector Plan Amendment from LDR (Low Density Residential), SLPA (Slope Protection Area) and STPA (Stream Protection Area) to C Commercial), SLPA (Slope Protection Area) and STPA (Stream Protection Area). Property located east side of Ebenezer Road, north of S. Northshore Drive. COMMISSION DISTRICT 4. MPC Action: Adopt Resolution # 9-B-16-SP, amending the Southwest County Sector Plan to O (Office), SLPA (Slope Protection Area) and STPA (Stream Protection Area) and recommend the Knox County Commission also adopt the sector plan amendment .
51. Request of Hope Davis for rezoning from A (Agricultural) and F (Floodway) to CA (General Business) and F (Floodway). Property located east side of Ebenezer Road, north of S Northshore Drive. COMMISSION DISTRICT 4. MPC Recommendation: Recommend the Knox County Commission approve OB (Office, Medical, and Related Services) and F (Floodway) zoning.
52. Request of Turner Homes, LLC for rezoning from A (Agricultural) to RA (Low Density Residential). Property located east side of Andes Road, southwest side of Chert Pit Road. COMMISSION DISTRICT 3. MPC Recommendation: Recommend the Knox County Commission approve RA (Low Density Residential) zoning.

53. Request of Hardin Valley Land Partners, LLC, for rezoning from PC (Planned Commercial) / TO (Technology Overlay) to OB (Office, Medical, and Related Services) / TO (Technology Overlay). Property located southeast side of Hardin Valley Road, southwest of Valley Vista Road. COMMISSION DISTRICT 6. MPC Recommendation: Recommend the Knox County Commission approve OB (Office, Medical, and Related Services) / TO (Technology Overlay) zoning. (DEFERRED FROM JULY)
54. Request of HM Properties, GP, for rezoning from A (Agricultural) and F (Floodway) to PR (Planned Residential) at 2 dwelling units per acre and F (Floodway). Property located northeast side of Harvey Road northwest of Mallard Bay Drive. COMMISSION DISTRICT 5. MPC Recommendation: Recommend the Knox County Commission approve PR (Planned Residential) zoning at a density up to 2 dwelling units per acre, subject to 2 conditions. (DEFERRED FROM SEPTEMBER)
55. Appeal by Scott Davis, Mesana Investments, LLC, applicant, of MPC denial of rezoning from RB (General Residential) to PR (Planned Residential) at a density up to 5 dwelling units per acre. Property located the northwest side Ball Road, southwest of Zion Lane. COMMISSION DISTRICT 6. **(DEFERRED FROM SEPTEMBER)**

**AGENDA COMMITTEE MEETING**

**1.**

**Meeting Date:** 10/05/2016  
**Requested By:** TERRI COATNEY,  
KNOX COUNTY  
SCHOOLS  
**Department:** KNOX COUNTY SCHOOLS  
**Requires Expenditure of Funds:** YES **Funded in Current Budget:** YES  
**Appropriation Required:** NO

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Information

**CAPTION**

Consideration of a Resolution of the Commission of Knox County, Tennessee approving an ACT License and Services Agreement for participation in the administration of the ACT (taken without writing) for grade 11 or grade 12 students at cost of \$42.50 per assessment for the term of September 1, 2016 through August 31, 2017 utilizing State of Tennessee Basic Education Program (BEP) funds.  
*(Schools)*

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Attachments

Agreement



License and Services Agreement

Spring 2017 Tennessee

SECTION A: Customer/Institution details:

Customer/Institution Name: KNOX COUNTY SCHOOLS
Customer Address: 912 S GAY ST
City: KNOXVILLE State: TN Zip Code: 37902
Telephone: 8655941735 Fax: E-Mail: LAURIE.DRIVER@KNOXSCHOOLS.ORG
Person to Contact: LAURIE DRIVER Position: DISTRICT TEST COORDINATOR
Direct Telephone:

SECTION B: Services: As set forth in Exhibit 1 (Description of Services) attached to this Agreement and incorporated by reference and relating to the following program(s):

[X] ACT (taken without writing) online and on paper

SECTION C: Fees: As set forth in Exhibit 2 (Fee Schedule) attached to this Agreement.

SECTION D: Term: The term of this Agreement shall be from 9/1/2016 through 8/31/2017.

SECTION E: Terms and Conditions: This Agreement is subject to the attached Terms and Conditions, which are incorporated by reference.

SECTION F: Signatures: By signing below, the parties' authorized representatives hereby indicate their agreement to the terms and conditions of this Agreement.

ACT, Inc.

KNOX COUNTY SCHOOLS

By:
Name: Jaime Moquin
Title: Senior Director, Client Relations
Date:
By:
Name:
Title:
Date:

By:
Name:
Title:
Date:

For Office Use Only

Purchase Agreement Number:

Return In Full To:
Contract Services (55)
ACT, Inc.
500 ACT Drive
Iowa City, IA 52243
contract.services@act.org

## TERMS AND CONDITIONS

ACT and the Customer agree as follows:

1. **Definitions.** As used in this Agreement, the following terms shall mean:
  - (i) "ACT" means ACT, Inc.
  - (ii) "Agreement" means this License and Services Agreement, including these TCs, and any exhibits thereto.
  - (iii) "Assessments and Services" means the licensed assessments and services described in Exhibit 1 to this Agreement.
  - (iv) "Customer" means the party named in Section A of this Agreement.
  - (v) "TCs" means these terms and conditions.
2. **Term.** The term of this Agreement shall be as set forth in Section D of this Agreement ("Term"), subject to earlier termination, as set forth in Paragraph 11 of these TCs.
3. **License of Assessments and Services.** Subject to this Agreement, ACT hereby grants to the Customer a limited, revocable, non-exclusive, non-transferable, and non-sublicenseable right during the term of this Agreement to use the Assessments and Services. All Assessments and Services made available under this Agreement are licensed, not sold, by ACT to the Customer. Except to the extent expressly granted in this Agreement, no rights are granted by ACT under this Agreement.
4. **Payment Terms.** Customer agrees to pay ACT the amounts set forth in Exhibit 2 to this Agreement for the delivery of the Assessments and Services. Customer shall make all payments within thirty (30) days of receipt of an invoice from ACT, unless otherwise set forth in Exhibit 2. All invoices shall be sent to the Customer listed in Section A of this Agreement.
5. **Ownership of Materials.** ACT owns the Assessments, including all testing materials, documentation, related materials, and all intellectual property rights therein (collectively, the "ACT Materials"). Customer does not acquire any right, title, or interest in or to the ACT Materials. Customer shall not copy, modify, enhance, reverse engineer, or make any addition to the ACT Materials. Customer may not sell or otherwise transfer the ACT Materials to any other person, provided however that Customer may provide the Assessments to authorized examinees and its personnel solely for testing and interpretation purposes.
6. **Confidentiality.** Customer agrees that neither it nor its employees shall at any time during or following the Term, either directly or indirectly, publish, display or otherwise disclose to any person, organization, or entity in any manner whatsoever any ACT Materials, except as strictly necessary for Customer to use the ACT Materials for their intended purpose under this Agreement. Customer shall protect the ACT Materials in accordance with ACT's procedures and using a standard of care appropriate for secure test materials. All ACT Materials shall be and remain the property of ACT notwithstanding the subsequent termination of this Agreement. The ACT Materials shall, within ten (10) days of ACT's written request, be returned to ACT (including any copies thereof).
7. **Testing Procedures.** Customer agrees to administer the Assessments in accordance with all policies and procedures provided by ACT. Customer agrees that all ACT Materials will be returned to ACT, in accordance with the policies and procedures provided by ACT, for scoring and processing. Customer agrees to fully cooperate with ACT, and cause those individuals involved in the administration of or preparation for the Assessments ("Administration Staff") to fully cooperate with ACT in the event of a test security incident. Customer acknowledges that failure to maintain the confidentiality of the Assessments will result in damages to ACT and may require ACT to develop a replacement form. Accordingly if through the fault of Customer or Administration Staff, the security of an Assessment is compromised, Customer agrees to pay ACT the costs of developing a new form in addition to any other remedies under the law. ACT may, in its sole and absolute discretion, cancel scores in cases of testing irregularities, which may include without limitation, use of a compromised test form, falsification by an examinee of his/her identity, impersonation of another examinee (surrogate testing), unusual similarities in the answers of examinees at the same test center, or other indicators that the test scores may not accurately reflect the examinee's level of educational development.
8. **Data.** The parties acknowledge and agree that ACT may use and disclose the data collected from the administration of the Assessments, as set forth in ACT's Privacy Policy, as amended from time to time.
9. **Limitation on Damages.** ACT's liability for damages arising out of or in connection with this Agreement shall not exceed the amount Customer has paid ACT during the Term. In no event shall ACT be liable to Customer for special, indirect, incidental, punitive, exemplary, or consequential damages.
10. **Warranty and Limitations.** ACT WARRANTS THAT THE ASSESSMENTS HAVE BEEN DEVELOPED IN ACCORDANCE WITH AND THE SERVICES WILL BE PERFORMED IN A MANNER CONSISTENT WITH INDUSTRY STANDARDS. EXCEPT AS SET FORTH IN THIS SECTION, ACT EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND OR NATURE, EXPRESS OR IMPLIED AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE.
11. **Termination.** Either party may terminate this Agreement upon written notice to the other party in the event that other party breaches its obligations under this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach. This Agreement may also be terminated without cause at any time by either party giving thirty (30) days written notice to the other. Customer shall pay ACT for all Assessments and Services delivered through the date of termination. Upon the expiration or termination of this Agreement, the obligations set forth in Paragraphs 5, 6, 8, 9, 10 and 11 of these TCs shall survive.
12. **Relationship of the Parties.** The parties to this Agreement are independent contractors. Neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other.
13. **Force Majeure.** ACT shall not be liable to Customer for any delay or failure to perform, which delay or failure is due to causes or circumstances beyond its control, including, without limitation, national emergencies, fire, flood, inclement weather, epidemics, or catastrophe, acts of God, governmental

authorities, or parties not under the control of ACT, insurrection, war, riots, or failure of transportation, communication, or power supply. ACT shall exercise commercially reasonable efforts to mitigate the extent of the excusable delay or failure and its adverse consequences; provided, however, that should any such delay or failure continue for more than sixty (60) days, the Agreement may be terminated by either the party upon notice to the other.

14. **Assignment; Subcontracts.** This Agreement may not be assigned by Customer without the express prior written consent of ACT. No permitted assignment shall relieve Customer hereto of its obligations prior to the assignment.

15. **Entire Agreement.** This Agreement (including all exhibits to this Agreement and terms and conditions referenced herein) constitutes the entire agreement between the parties with respect to the subject matter hereunder and supersedes all other prior agreements and understandings, both written and oral. The terms and conditions contained in this Agreement are the only conditions applying to the delivery of the Assessments and Services. ACT expressly objects to and rejects any different or additional terms included in Customer's request for proposal, quotation, purchase order, acknowledgment form, or other documents that purport to bind the parties. Certain Assessments and Services may be subject to additional or different terms and conditions, which are set forth in separate license agreements. No waiver, consent, modification, or amendment to this Agreement shall be binding unless in writing and signed by both parties.

16. **Notices.** Notices under this Agreement shall be deemed to be adequate and sufficient notice if given in writing and delivered via (a) registered or certified mail, postage prepaid, in which case notice shall be deemed to have been received three business days following deposit to U.S. mail; or (b) a nationally recognized overnight air courier, next day delivery, prepaid, in which case such notice shall be deemed to have been received one business day following delivery to such nationally recognized overnight air courier. All notices shall be sent to ACT at the following address: ACT, Inc. 500 ACT Drive, P.O. Box 168, Iowa City, Iowa 52243-0168, Attention: CFO, Fax: 319-341-2760. All notices shall be sent to Customer at the address set forth in Section A of this Agreement.

17. **Authorization.** Each party represents and warrants (a) that it has the requisite authority to enter into this Agreement; and (b) that the individual(s) signing this Agreement on behalf of such party is (are) authorized to do so.

#### **Supplemental Terms and Conditions for ACT® Test Taken Online**

The following additional Terms and Conditions relate solely to the ACT® test taken online:

a. **Grant and Scope of License.** Subject to the terms and conditions of this Agreement, ACT hereby grants to the Customer and applicable Authorized Customer Locations, a non-exclusive and non-transferable right during the Term of this Agreement to (a) access the Online Assessment System for the purpose of assessing Examinees, (b) administer the Assessments to Examinees at established test centers, and (c) use the ACT Materials in connection with the authorized administration of the Assessments.

b. **Restrictions.** Except as expressly permitted in this Supplement or otherwise permitted in the Agreement, Customer may not (a) use the ACT Materials for any other purpose, (b) assign, license, sell, loan, lease, or otherwise transfer the ACT online test and Services or the ACT Materials in whole or in part, (c) authorize or allow a third party to use the ACT online test and Services or ACT Materials, (d) copy, or allow anyone else to copy, in whole or in part, the ACT Materials, (e) modify, reverse engineer, decompile, or disassemble the ACT online system or Materials, or (f) store the ACT Materials at any location other than the location(s) provided by Customer in its required Organizational File submitted to ACT.

c. **Maintenance.** ACT has established recurring maintenance windows during which ACT may take down servers and conduct routine maintenance checks. ACT publishes the times of the maintenance windows periodically. ACT also reserves the right to provide unscheduled maintenance periodically. ACT shall not be responsible for any damages or costs incurred by Customer, if any, for such down time.

d. **Updates and Modifications.** The online assessment system may be modified or updated from time to time at ACT's sole discretion. ACT shall make such modification and updates available to Customer as they are developed. ACT reserves the right to charge a fee for the new functionalities available through the online assessment system that are accepted by Customer in writing. To the extent that such modifications or updates require revised computer configuration, Customer shall provide such hardware or software that meets the revised computer configuration requirements for the updated online assessments within the time frame set forth in a written (or electronic) notice from ACT detailing the time frame of such modification or update and the revised computer configuration requirements.

e. **U.S. Government Licensees.** The ACT taken online is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire The ACT online system with only those rights set forth herein.

f. **Computer Requirements.** Customer acknowledges and agrees that the computer configuration requirements located at <http://www.act.org/aap/pdf/TechnicalRequirements.pdf> are required to properly access and use the ACT online system and that ACT shall have no liability for matters relating to the failure to comply with these computer requirements. ACT may revise these configuration requirements from time to time in its sole discretion.

**KNOX COUNTY BOARD OF EDUCATION**

This document is approved by the Knox County Board of Education on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, as reflected in its minutes, and certified by its Chairperson.



\_\_\_\_\_  
BOARD CHAIR – Signature

\_\_\_\_\_  
BOARD CHAIR – Printed Name

Date: \_\_\_\_\_

**KNOX COUNTY GOVERNMENT**

\_\_\_\_\_  
MAYOR – Signature

\_\_\_\_\_  
MAYOR – Printed Name

Date: \_\_\_\_\_

**KNOX COUNTY LAW DIRECTOR**

CONTRACT NO. 16-510  
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE

[Signature]  
DEPUTY LAW DIRECTOR – Signature

Gary Dupler  
DEPUTY LAW DIRECTOR – Printed Name

Date: 9/22/16

**VENDOR**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
COMPANY NAME (VENDOR)

Date: \_\_\_\_\_

**Exhibit 1  
Description of Services  
Tennessee Department of Education  
The ACT®  
2016-2017 School Year**

**Scope Summary**

The Tennessee Department of Education (TDOE) has deemed your district and schools eligible to participate in the 2016-2017 state wide administration of the ACT® (taken without writing) including the provision of state-funded vouchers for those students unable to test on a designated test day.

This Description of Services (DOS) outlines the services ACT will provide in support of the ACT® administration for Spring 2017.

**Assessment Description**

Test	Grade	Description	Assessments	Number of Questions	Approx Time
The ACT – paper or online	11 or 12*	The ACT® test is a curriculum- and standards-based educational and career planning tool that assesses students’ academic readiness for college. Includes an Interest Inventory that provides valuable information for career and educational planning, and a Student Profile Section that provides a comprehensive profile of a examinee’s work in high school and his/her future plans.	English Mathematics Reading Science	75 items 60 items 40 items 40 items	45 min. 60 min. 35 min. 35 min.

\*Grade 12 students who need to take the ACT for graduation purposes are eligible to participate in the program.

For instructions on administering the ACT on paper or online, testing staff should refer to the Test Administration Manual and other documentation provided for the assessment.

**Test Dates**

The chart below details the dates that TDOE has selected as valid test dates for administering the ACT. Schools should allow approximately 4 to 5 hours of continual testing time whether administering the ACT test online or on paper.

Paper Testing - Participating schools should test the entire battery of subject tests on the initial test date and may utilize either or both of the makeup dates. If your school is not in session on the initial test date, you may utilize both makeup dates.

Testing Online – Participating schools should utilize the accommodations and online testing window listed in the chart below regardless of whether their school is in session on the initial test date or not. Examinees must take their entire battery of tests in the online format within the same day.

Spring 2017 Test Dates	
	Testing Dates
Initial Test Date - paper	March 21 (Tues)
First Makeup Test Date - paper	April 19 (Wed)
Second Makeup Test Date - paper	May 3 (Wed)
ACT-approved accommodations and online testing window	April 19 – May 3

### Project Milestone Schedule –Spring 2017 Testing

ACT deliverable dates are contingent upon District and Schools meeting responsibilities without delay. Any delays in meeting key dates may cause risk to a successful testing experience.

Milestone/Activity	Date
<b>Site Participation and Preparation</b>	
Schools begin submitting accommodations requests for the ACT	November, 2016
Schools begin site readiness procedures for testing online	November, 2016
<b>Student Data Upload (SDU) File</b>	
TDOE performs initial upload of eligible students	Begins January 2017
Districts & schools maintain eligible student records	Begins January 2017
<b>Training</b>	
The ACT Accommodations Webcasts Available	Begins November 2016
The ACT (paper and online) Test Administration Q & A sessions	Arranged with State
The ACT Accommodations – Q & A session	Arranged with State
ACT Test Administration Training Webcast Available	Begins January 2017
ACT Room Supervisor/Proctor Training Webcast Available	Early February

Preparing for Initial Test Date – March 21, 2017	
Schools order materials based upon number expected to test The ACT	Begins February 2017
<b>Materials for Initial Test Date</b>	
Materials arrive in schools for early ship	Week of February 27, 2017
Materials arrive in schools	Week of March 6, 2017
<b>Initial Test Date for the ACT paper</b>	<b>March 21, 2017</b>
Pickup for ACT initial materials	March 22, 2017

Preparing for First Makeup Test Date – April 19, 2017	
Schools order makeup materials based upon number expected to test	TBD – see Schedule of Events more details
Make-up materials arrive in schools	Week of April 10, 2017
<b>First make-up test date with the ACT - paper</b>	<b>April 19, 2017</b>
Pickup for makeup ACT materials	April 20, 2017
<b>Preparing for Accommodated Testing</b>	
Schools complete request for the ACT- approved accommodations	February 17, 2017
Schools complete an Edit for Reconsideration	February 24, 2017
School submit ACT-Approved Exceptions ( <i>New to school, medical, etc.</i> )	March 17, 2017
<b>Test window for ACT-approved accommodated and online testing</b>	<b>April 19 – May 3, 2017</b>

Pickup for ACT accommodations and online materials	May 4, 2017
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Note on Make-Up Accommodations Test Windows: ACT offers a two weeks test window for students testing with accommodations in light of the fact that some students must test over multiple days. Therefore, a make-up test is normally not necessary. In special cases, ACT may provide additional ACT-Approved Accommodations testing materials where self-reported mis-administrations and/or long-term illnesses/absences have occurred during the initial accommodations test window. ACT must be contacted and consulted for a school to be eligible for this make-up accommodation event and the event must be based on these issues above.

Preparing for Second Makeup Test Date – May 3, 2017	
Schools order makeup materials based upon number expected to test	TBD – see Schedule of Events more details
Makeup materials arrive in schools/districts	Week of April 24, 2017
<b>Second make-up test date with the ACT - paper</b>	<b>May 3, 2017</b>
Pickup for makeup ACT materials	May 4, 2017
<b>Last date for paper answer document to be scored</b>	<b>May 19, 2017</b>

**Customer Service**

Customer Service:

ACT will provide the State and District Testing toll-free number and email contact for use in preparation and administration of the ACT (paper and online) assessments.

- Monday – Friday from 7:00 a.m. to 5:00 p.m. Central Time (except ACT holidays)
- Week testing periods –
  - General and Technical Questions: 6:00 a.m. to 6:00 p.m. Central Time.
  - Accommodations: 7:00 a.m. to 5:00 p.m. Central Time, during the two week accommodations window.

M  
P  
G  
A

**Communications**

ACT will communicate directly with designated school staff on upcoming activities and deadlines related to the assessments. If desired, district test coordinators may be copied on all applicable communications sent to schools. Designated test coordinators must confirm receipt and follow instructions as communicated via email.

ACT will provide and maintain a Tennessee State Testing webpage to facilitate district and school coordinators’ access to administration manuals, training and documents applicable for the testing experience.

**Training**

Training for ACT (Paper and Online)

The district and its schools must remain in strict compliance with required ACT administration policies and procedures to ensure a standardized testing experience. ACT will inform the designated testing coordinators with information on training sessions available and test coordinators must inform other key personnel.

Training documents are considered proprietary material and must not be forwarded or shared publicly without ACT's permission.

ACT offers the following types of training:

- Test administration modules made available online (for paper and online testing) for standard and accommodated testing. Audiences may include state personnel, district and school test coordinators, room supervisors and proctors as identified in communications and manuals.
- For the ACT online test, there is additional training for technical coordinators (proctor training is not applicable).
- Live Question and Answer webcast sessions for district and school test coordinators and proctors

### Product Support Materials

ACT offers support materials for counselors and educators to make the best use of the ACT assessment suite. Technical manuals, information briefs, research reports, as well as test preparation tools are made available online. There are additional professional development opportunities made available for free and for purchase for districts and schools.

## **Site Participation and Preparation**

The following activities are required to prepare eligible sites for testing.

- Contacts: The designated district and school test coordinators must fulfill duties necessary to ensure a successful and standardized testing experience. If the school is administering the online format, a technical coordinator must also be appointed. Appointed testing staff must meet all of ACT's guidelines for serving in the appointed role including participation in the Test Administrator trainings. The State will assist ACT with confirming designated testing staff at all participating locations as needed.
- Test Mode Option: Beginning Spring 2017, TDOE is allowing the option of taking the ACT online as part of the statewide administration. Within each school site, there can be student testing with paper and testing online. The school test coordinator will need to verify the correct delivery mode for each student.
- Technical Readiness: For the ACT online, ACT has a Technical Site Readiness process led by an assigned technical coordinator at the school. Schools must comply with requirements in order to assure proper readiness of systems and software for a successful test experience. For a successful online testing experience, schools will need to institute proctor caching methods as instructed in the ACT Administration Manual for Online Testing. In addition there is a workstation validation test that should be run on every workstation to validate compliance at: <https://testadministration.org/nontestcds/launch?TESTTITLEID=119>

C

## **Examinee Demographic – Student Data Upload (SDU) File**

Beginning Spring 2017, all students participating in the statewide in-school administration will need to be uploaded into the PA Next system whether testing online or using the paper format. The required Student Data Upload (SDU) file, formerly known as the Pre-ID file, is used to provide demographic information for eligible examinees within the district at participating schools. This information will be used to incorporate examinees records into testing systems, produce individual barcode labels, and register examinees for testing.

The initial loading of all Tennessee students will be completed by TDOE. Once all students are in the system, it will be the responsibility of the district and school test coordinators to accurately maintain their student records up to and through the test administration.

Examinees will be asked to provide additional demographic information as stated in the administration manual(s). For testing in the paper format, examinees without barcode labels will have to provide the ACT assigned unique examinee ID number (student code) on the answer document in addition to the other demographic information.

### Test Materials

Key materials provided to test coordinators are generally categorized as either “non-secure” and “secure”. Secure materials require a higher level of security measures to maintain strict chain of custody rules.

#### Non-secure paper materials

Non-secure materials are documents provided to give instruction on how the test should be administered and materials handled. Many documents are posted online as well as provided in paper form to test coordinators. Materials related to the ACT taken online will only be shipped to schools that are participating in the online format.

The ACT Test Materials	Distribution Format	Notes
The ACT State Testing Answer Documents for Paper testing	Paper	Used for all examinees to be tested. One document per student provided. Answer documents contain all ACT subjects.
Administration Manual for State and District Testing The ACT – Standard Testing.	Paper and Electronic	The Standard Testing Manual addresses requirements for basic test administration
Administration Manual for State and District Testing The ACT – Special Testing.	Paper and Electronic	The Special Testing manual addresses requirements for testing with accommodations.
<i>Taking the ACT for State Testing</i>	Paper and Electronic	Used for all examinees during the pre-test session.
Barcode Labels for the ACT for paper testing	Paper	Printed from data provided in SDU file.
Administration Manual for State and District Testing The ACT taken Online	Paper and Electronic	ACT will calculate based on the school’s enrollment numbers. There are separate manuals for the ACT taken online.
Pre-Test Instructions for The ACT	Paper and Electronic	ACT will calculate based on the school’s enrollment numbers.

#### Secure materials

These are the materials to support examinees testing in a paper format and are considered highly secure and should be handled with extra care. Test booklets are serialized with barcode numbers assigned. The test booklets are tracked by school, and therefore, cannot be exchanged between schools. Test booklets are sealed with all four multiple choice assessments included in one booklet. Writing prompts are provided separately as appropriate.

Name/Type	Notes
Secure test booklets for the standard time Initial Test Date	Includes all required administration forms and instructions for returning materials at the conclusion of testing. ACT will calculate and provide an overage based on the school’s enrollment numbers.

Name/Type	Notes
Secure test booklets for either of the Makeup Test Dates	Orders for makeup test materials are based on school's placing orders by stated deadline after initial testing occurs.
Secure materials for accommodated testing	Accommodation options include Braille, large print, audio DVDs, and reader's script and include test books, instructions, supervisor manuals, roster, and necessary instructions.  Includes all required administration forms and instructions for returning materials at the conclusion of testing.
Secure materials for possible makeup accommodated testing	Accommodation options include Braille, large print, audio DVDs, and reader's script and include test books, instructions, supervisor manuals, roster, and necessary instructions.  Includes all required administration forms and instructions for returning materials at the conclusion of testing.

\*NOTE – beginning Spring 2017, non-secure and secure materials will be received as a combined shipment.

### Test Accommodations for the ACT

ACT supports the following two models of accommodations on the ACT, when it is administered as part of statewide assessment:

1.

#### CT-Approved Accommodations

ACT-approved accommodations result in ACT scores that are reportable to colleges, scholarship agencies, and other entities *in addition to* being used for state and district testing purposes. Individual examinee requests must be submitted and reviewed by ACT staff, and if appropriate, by disability consultants. Examples of accommodations that may be requested for a paper or online administration include, but are not limited to, extended time, alternate test formats, stop-the-clock breaks, and authorization to test over multiple days, as applicable. Further details can be found on the “Services for Examinees with Disabilities” website and within the *ACT Policy for Documentation* - <http://www.actstudent.org/regist/disab/>.

#### ACT Review of Requests for Accommodations on the ACT

The school's appointed test coordinator will coordinate submitting individual requests for test accommodations to ACT via the online Test Accessibility and Accommodations System (TAA). ACT will review requests for ACT-approved accommodations on an individualized basis consistent with the Americans with Disabilities Act (ADA). Approval is contingent on submission of all required documentation by the stipulated deadline and review by ACT.

It is possible for ACT to approve an accommodation for one examinee, while the same accommodation may be denied for a different examinee. ACT has sole authority to decide whether an application for ACT-approved accommodations will be approved or denied. The State/District should refer all inquiries regarding ACT's accommodations decisions received from schools to ACT for response. ACT-approved accommodations are specific to the ACT.

2.

#### on-College Reportable Accommodations

Non-college reportable accommodations are available in paper format for examinees who do not meet ACT-approved accommodations eligibility requirements (e.g., English language learners with no disabilities) or whose requested accommodations are denied by ACT. Non-college reportable accommodations do not require ACT review or approval. These accommodations result in scores used only for state testing purposes. The results earned are not college reportable.

## Ordering Paper Materials

ACT will coordinate directly with school test coordinators to facilitate the test materials ordering process. The school test coordinator must ensure eligible examinees participate in the available weekday test administrations.

The test coordinator will submit individual requests online for test materials. For the ACT-approved accommodations, the request will follow the standard approval process as designated by ACT's policy for consistent national testing.

After the initial test date, the test coordinator must place orders for makeup testing by established deadlines to allow for sufficient time to package and ship materials to schools.

## Shipments and Return of Paper Materials

According to the orders received, ACT will apply applicable overages and distribute test materials, barcode labels, and supporting program materials to schools' sites. ACT will provide each school site with pre-paid shipping labels for return of completed answer documents and secure test materials. Upon completion of testing, school staff must follow instructions to package, ship, and return materials to ACT.

The ACT materials must be packaged in compliance with instructions provided by ACT. The school test coordinator will then ensure that completed answer documents arrive at ACT by the deadline for standard answer document processing. Please note that answer documents that do not arrive at ACT by the cut-off deadline stated will not be scored.

Secure test materials will be received for scanning and missing materials will tracked as appropriate per ACT policy.

## Test Administration

Schools are required to conduct ACT State and District Testing, including onsite maintenance of chain of custody of secure materials, in compliance with ACT's test administration policies and procedures as documented in this Agreement, in the Administration Manuals, and as per training materials.

At ACT's discretion, unannounced observers from ACT may visit testing sites on the designated test dates. Any non-ACT observers must comply with requirements as outlined in the Administration Manual.

### Non-Cognitive information

Examinees will be asked to provide basic identifying information as part of ACT State Testing program. Students will have the opportunity to provide non-cognitive information by completing a Career Interest Inventory and Student Profile Section as well as indicate colleges they'd like their scores delivered to.

## ACT Reporting

ACT will scan, score, and report on the examinee answer documents received within the published deadlines. ACT will distribute examinee reports and aggregate score data as specified below.

Reports for the ACT will include a set of standard reports that are distributed at the examinee and high school levels. The standard turn times only apply to batches of answer documents returned to ACT according to the procedures outlined in the administration manual. Batches requiring additional ACT investigation may not ship within the timeframes below. The following is a list of reports, distribution and delivery information.

THE ACT STANDARD REPORTS			
Report	Description	Distribution	Delivery By Date
<b>Student Shipments</b>			
ACT Student Report	Printed paper report containing college reportable scores	One (1) paper copy mailed to the examinees at the address provided in non-cognitive pre-test session	3-8 weeks following receipt of examinee test responses
<b>Scores Online – Student Accounts</b>			
ACT Student Online Scores	Web page containing college reportable scores.	Examinee logs on to <a href="http://www.actstudent.org">www.actstudent.org</a> to access a variety of services through his/her ACT web account. If an examinee needs to create a new account, the examinee must enter the ACT ID from the printed score report to view the state scores.	Scores will be available online about one week after the examinee receives the printed score report in the mail.
<b>School Shipment</b>			
ACT High School Check List Report	List of examinees for whom paper reports and score labels are included in the shipment of college reportable score reports.	One (1) paper copy mailed to Director of Counseling, reflecting the order in which a group of reports is shipped, alphabetically within grade in school.  Checklists are not cumulative.	3-8 weeks following receipt of examinee test responses from each school.
ACT High School Report (student level score data)	Printed paper report containing college reportable scores.	One (1) paper copy mailed to the Director of Counseling in batches until all reports are delivered.	3-8 weeks following receipt of examinee test responses from each school.
ACT Student Score Labels	Printed label for college reportable scores.	Two (2) printed labels per examinee sent to the Director of Counseling; used to place college reportable test results on an examinee's high school transcript/ permanent record.	3-8 weeks following receipt of examinee test responses from each school.
<b>College Shipments</b>			
ACT Student College Report(s)	College reportable scores are reported to the colleges selected by the examinees' (up to 4).	Colleges determine frequency and format of receiving scores (e.g., paper, CD, internet).	3-8 weeks following receipt of examinee test responses from each school.

THE ACT ADDITIONAL SCHOOL LEVEL DELIVERABLES (State Contracts)			
Deliverable	Description	Distribution	Delivery Date
ACT Non-	Printed letters containing	Two (2) printed copies per	No later than

THE ACT ADDITIONAL SCHOOL LEVEL DELIVERABLES (State Contracts)			
Deliverable	Description	Distribution	Delivery Date
College Reportable Score Notification Letter	scores achieved using ACT non-college reportable score accommodations.  NOTE: These are not college reportable scores.	examinee mailed to the test coordinator. One copy is provided for distribution to the examinee and one copy for the High School's records	August 4, 2017.  <i>(Shipped separate from the ACT Profile Reports)</i>
ACT Profile Report – High School	An aggregate report that provides trends and averages of the High School based on the state-tested grade 11 examinee population.  NOTE: This does <b>not</b> include records of examinees who tested with ACT non-college reportable accommodations.	One (1) paper copy mailed to the test coordinator.	No later than September 27, 2017

THE ACT ADDITIONAL DISTRICT LEVEL DELIVERABLES (State Contracts)			
Deliverable	Description	Distribution	Delivery Date
ACT Profile Report – District	An aggregate report that provides trends and averages of the district based on the state-tested grade 11 examinee population.  NOTE: This does <b>not</b> include records of examinees who tested with ACT non-college reportable accommodations.	One (1) PDF report on an encrypted CD mailed to the district assessment coordinator.	No later than September 27, 2017
ACT Student Level Data File – District	A student data file that includes all college-reportable scores for examinees for whom ACT processed answer responses.	One (1) file on an encrypted CD mailed to the district assessment coordinator.  <i>(Placed on same CD as District Profile Reports).</i>	No later than September 27, 2017

### Reporting specification for the ACT

- If a school does not have an ACT reportable high school code, or the high school code is gridded incorrectly, the examinee will receive his or her score report, but ACT will not report the examinee score to the school and the examinee results will not be included in the ACT Profile Report.
- Aggregate reports are only generated if one or more examinees were tested.
- If an examinee from an alternative school tests at the main school, the alternative high school code must be manually gridded on the examinee answer document in order for the examinee score to be reported to the alternative school. If the high school code field is left blank on the alternative examinee's answer document, ACT will report the examinee's score to the main school. To ensure that the alternative examinee scores are reported to the alternative school only (and not the main school), all alternative schools should have an ACT high school code and the code must be manually gridded on the examinee answer document.
- Only schools affiliated with a district in the Organization File will be reflected in the district aggregate reports.
- Answer documents subject to ACT's Late Processing Guidelines will not be scored. Therefore, these records will not be included within examinee-level or aggregate reporting.

### **Additional Testing Option - Vouchers**

At the request of TODE, ACT can provide serialized vouchers for use by eligible examinees. This voucher will be valid to register with state funding for the December 10, 2016 and the June 10, 2017 ACT national test dates only. Conditions for use and specific directions appear on the voucher order form.

#### Tennessee voucher information:

- Voucher order forms will be made available to all participating Tennessee districts.
- Voucher orders will only be fulfilled after ACT has received a signed contract from the district requesting the vouchers.
- Voucher orders will be fulfilled electronically and districts will be responsible for printing, distributing, and obtaining acceptable signatures on the voucher form.
- Districts will be invoiced for any and all valid vouchers which are assigned to the district when fulfilling the order and submitted by a student during the registration for a national test date.  
\*See Invoicing Information (below) for additional invoicing specifics
- Additional conditions for use and specific directions appear on the voucher form

**Exhibit 2  
Fee Schedule  
Tennessee Department of Education  
The ACT®  
2016-2017 School Year**

Assessment	Per Unit Fees
The ACT® (taken without writing)	\$42.50
Voucher for The ACT® (taken without writing)	\$42.50

**Invoicing Information**

- CT will invoice the customer at the conclusion of testing for all tests administered during the statewide, weekday test administrations no later than July 21, 2017. A
- CT may invoice the customer up to an additional 2 times a year (if applicable) for any and all state-funded vouchers submitted by a student during registration for a voucher approved national test date. A
- Districts will be invoiced and responsible for payment for each valid voucher used to register for a voucher approved national test date whether: D
  - the testing results in a score or not T
  - the answer document was voided for prohibited behavior T
  - the answer document was voided for misadministration T
  - the student registered with a state voucher, but did not test T
  - the student does or does not attend a school in the district T
  - the district was previously invoiced for the same student T

**AGENDA COMMITTEE MEETING**

**2.**

**Meeting Date:** 10/05/2016  
**Requested By:** TERRI COATNEY,  
KNOX COUNTY  
SCHOOLS  
**Department:** KNOX COUNTY SCHOOLS  
**Requires Expenditure of Funds:** YES                      **Funded in Current Budget:** YES  
**Appropriation Required:** NO

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Information

**CAPTION**

Consideration of a Resolution of the Commission of Knox County, Tennessee approving Clinical Student Affiliation Agreements with the Contemporary Women's Health and Knoxville Medical and Industrial Clinic for South-Doyle High School Health Science student clinical training at no cost to the Knox County Schools.  
*(Schools)*

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Attachments

Agreement with Contemporary Women's Health  
Agreement with Knoxville Medical and Industrial Clinic

## CLINICAL STUDENT AFFILIATION AGREEMENT

### KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of South Doyle High School [insert school] in the field of Nursing [insert field], Knox County Schools (KCS) hereby enters into an agreement with Contemporary Women's Health [insert business/facility] to provide this service between 2016-2017 Academic year [insert dates].

#### 1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

#### 2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
  - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
  - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).

- F. *If required* in section E, provide the Facility with a copy of each Student's completed Substance Use Policy Consent Form (*See Addendum 4*). KCS may instruct the Student to provide the forms to the Facility.
- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (*See Addendum 5*). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

### **3. FACILITY'S RESPONSIBILITIES**

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (*See Addendum 2* for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

### **4. TERM AND TERMINATION**

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

### **5. INSURANCE**

- A. Documentation shall be provided upon request that:
  - 1) Students have health insurance during their clinical rotation at Facility;

- 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
- 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.
- 4) Facility and its staff have professional liability coverage at a minimum of \$1 million per occurrence / \$3 million aggregate.

B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

**6. CLAIMS AND NOTIFICATION**

A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.

B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.

C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

**7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)**

A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.

B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.

C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

**8. NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

If to KCS:

Jeana Kirby, RN, MSN  
Knox County Schools

Contemporary Womens Health  
10031 Sherrill Blvd  
Knoxville TN 37932  
865-540-71650

Career and Technical Education Facilitator  
535 Chickamauga Avenue  
Knoxville, TN 37917

- 
9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
  10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
  11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
  12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
  13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
  14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
  15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
  16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

**FACILITY**

Facility

*APJ*

*KB*

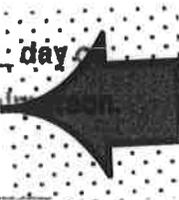
Authorized Representative

Printed Name: KAY RANSEY

Date: 9-1-16

**KNOX COUNTY BOARD OF EDUCATION**

This document is approved by the Knox County Board of Education on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, as reflected in its minutes, and certified by its Chair



BOARD CHAIR -- Signature

BOARD CHAIR -- Printed Name

Date: \_\_\_\_\_

**KNOX COUNTY GOVERNMENT**

MAYOR -- Signature

MAYOR -- Printed Name

Date: \_\_\_\_\_

**DIRECTOR OF SCHOOLS**

**BUZZ THOMAS**  
Interim Superintendent, Knox County Schools  
Agrees to the Conditions Herein

Date: \_\_\_\_\_

**KNOX COUNTY LAW DIRECTOR**

CONTRACT NO. 16-509  
APPROVED AS TO LEGAL FORM

DEPUTY LAW DIRECTOR -- Signature

KNOX COUNTY, TENNESSEE

DEPUTY LAW DIRECTOR -- Printed Name

*[Signature]*

*Gary Dupler*

9/22/16

## CLINICAL STUDENT AFFILIATION AGREEMENT

### KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of South Doyle High [insert school] in the field of Nursing [insert field], Knox County Schools (KCS) hereby enters into an agreement with Knoxville Medical and Industrial Clinic [insert business/facility] to provide this service between 2016-2017 Academic Year [insert dates].

#### 1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

#### 2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
  - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
  - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).

- F. *If required* in section E, provide the Facility with a copy of each Student's completed Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.
- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

### **3. FACILITY'S RESPONSIBILITIES**

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

### **4. TERM AND TERMINATION**

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

### **5. INSURANCE**

- A. Documentation shall be provided upon request that:
  - 1) Students have health insurance during their clinical rotation at Facility;

- 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
  - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.
  - 4) Facility and its staff have professional liability coverage at a minimum of \$1 million per occurrence / \$3 million aggregate.
- B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

**6. CLAIMS AND NOTIFICATION**

- A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.
- B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.
- C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

**7. CONFIDENTIALITY (all applicable laws and regulations, Including HIPAA)**

- A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.
  - B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.
  - C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.
- 8. NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

If to KCS:

Jeana Kirby, RN, MSN  
Knox County Schools

*Knoxville Medical & Industrial Clinic*  
*4300 Asheville Hwy*  
*Knoxville TN 37914*  
*865-522-2168*

Career and Technical Education Facilitator  
535 Chickamauga Avenue  
Knoxville, TN 37917

- 
9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
  10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
  11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
  12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
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  14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
  15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
  16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

**FACILITY**

Facility

1/1/16

Wanda Yearwood  
Authorized Representative

Printed Name: WANDA YEARWOOD

Date: 9-1-16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, as reflected in its minutes, and certified by its Chairperson:

\_\_\_\_\_  
BOARD CHAIR – Signature

\_\_\_\_\_  
BOARD CHAIR – Printed Name

Date: \_\_\_\_\_



KNOX COUNTY GOVERNMENT

\_\_\_\_\_  
MAYOR – Signature

\_\_\_\_\_  
MAYOR – Printed Name

Date: \_\_\_\_\_

DIRECTOR OF SCHOOLS

\_\_\_\_\_  
BUZZ THOMAS  
Interim Superintendent, Knox County Schools  
Agrees to the Conditions Herein

Date: \_\_\_\_\_

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-508  
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE

[Signature]  
DEPUTY LAW DIRECTOR – Signature

Gary Dupler  
DEPUTY LAW DIRECTOR – Printed Name

9/22/16

**AGENDA COMMITTEE MEETING**

**3.**

**Meeting Date:** 10/05/2016  
**Requested By:** TERRI COATNEY,  
KNOX COUNTY  
SCHOOLS  
**Department:** KNOX COUNTY SCHOOLS  
**Requires Expenditure of Funds:** YES                      **Funded in Current Budget:** YES  
**Appropriation Required:** NO

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Information

**CAPTION**

Consideration of a Resolution of the Commission of Knox County, Tennessee approving an Emergency Mutual Aid Memorandum of Understanding with The Oak Ridge Board of Education for provision of temporary emergency services in the event of a disaster.  
*(Schools)*

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Attachments

Memorandum of Understanding

**Emergency Mutual Aid  
Memorandum of Understanding  
Between  
The Oak Ridge Board of Education and  
The Knox County Board of Education**

**THIS AGREEMENT** in the form of a Memorandum of Understanding ("MOU") is made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_ 2016 by and between The Oak Ridge Board of Education ("ORS") and The Knox County Board of Education ("KCS") (collectively "Parties").

**WHEREAS**, the Tennessee General Assembly has provided legal authority for cooperation between local governments or public agencies in times of emergency through the "Interlocal Cooperation Act", codified at Tenn. Code Ann. § 12-9-101, et seq., and more specifically through the provisions of the "Mutual Aid and Emergency and Disaster Assistance Agreement Act of 2004" codified at Tenn. Code Ann. § 58-8-101, et. seq.; and

**WHEREAS**, the undersigned Parties to this Agreement desire to avail themselves to the authority conferred by Tennessee law as referenced above; and

**WHEREAS**, it is the intention of the Parties to establish a predetermined plan that governs the procedures by which each Party might request and/or render aid to the other Party in event emergency services are necessary; and

**WHEREAS**, it is deemed to be in the best interest of the public for the Parties to enter into this MOU for the provision of mutual aid between these public agencies that will assure each Party provides adequate services to its students in the event of emergency; and

**WHEREAS**, the United States of America, through the Department of Homeland Security, has mandated that governmental entities, agencies and other emergency responders develop plans, share resources and work together in response to local emergencies and disasters; and

**NOW, THEREFORE**, in consideration of the mutual covenants, promises of support, reimbursement and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties as follows:

1. **Purpose.** In the event of a disaster occurring during school hours, precipitated by an environmental or weather event, which may pose a threat to ORS students, KCS will provide temporary emergency services for the transportation, care and protection of ORS' impacted students. Likewise, in the event of a disaster occurring during school hours, precipitated by an environmental or weather event, which may pose a threat to KCS' students, ORS will provide temporary emergency services for the transportation, care and protection of KCS' impacted students. In the event of a disaster occurring during school hours, precipitated by an environmental or weather event, which may pose a threat to both students of ORS and KCS students, each Party agrees to provide emergency services to its own students first. After providing emergency services to its own students, each Party agrees to then assist the other Party with any remaining student need **Emergency Services**. Depending on the circumstances that arise, the following services may be requested by the requesting Party: (1) Transportation to students' homes; (2) Transportation to evacuate students to a safe site or shelter; and, (3) Temporary

shelter, essential supplies, and supervision.

- 2. **Performance Contingent upon Safety to Staff and Students.** It is understood that a Party's obligation to provide emergency support is contingent upon the availability of the Party's staff and equipment, as well as the Party's ability to safely access, transport, shelter, and supervise students from the other School District.

The requesting School District will provide sufficient information and guidance to the other School District regarding its standard operating procedures for emergencies. Correspondingly, the requesting School District will assume full responsibility for the safe release of its students to their parents or other authorized persons.

In addition, the requesting School District will communicate all applicable elements of this MOU to parents and the community in an effort to publicize and enhance disaster response planning efforts.

- 3. **Reimbursement.** The requesting School District agrees to pay the cost of all emergency services provided. The requesting School District shall pay the performing School District within 30 days receipt of an official itemized invoice.
- 4. **Indemnity/Hold Harmless.** To the extent allowed by Tennessee law and the ordinances and policies governing each Party, the Parties agree to indemnify each other for losses, damages or judgments rendered that are deemed to be caused by the negligent or intentional acts of the other Party acting pursuant to this MOU. The only claim between the Parties that shall survive this MOU is compliance with the terms and provisions of this MOU.
- 5. **Effective Date and Termination.** This MOU shall be effective upon execution by both Parties. This MOU may be terminated by the Director of either Party, with or without cause, by providing the Director of the other School District thirty (30) days written notice of termination.
- 6. **Jurisdiction.** Each Party hereby irrevocably consents to the jurisdiction of state courts of competent jurisdiction sitting in either Knox County or Anderson County, Tennessee or the United States District Court sitting in Knoxville, Tennessee and they agree that venue for any legal action brought in connection with this MOU shall lie exclusively in such courts as required by Tennessee law.
- 7. **Administrators.** The Director of both School Districts shall serve as joint administrators responsible for administering the joint undertaking contemplated by this MOU.

IN WITNESS WHEREOF, the Parties hereto, each acting under due and proper authority, have executed this MOU.

THE KNOX COUNTY BOARD OF EDUCATION:

THE OAK RIDGE BOARD OF EDUCATION

\_\_\_\_\_  
Buzz Thomas, Esq., Interim Superintendent

\_\_\_\_\_  
Bruce T. Borchers, Ph.D., Superintendent of Schools

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**KNOX COUNTY BOARD OF EDUCATION**

This document is approved by the Knox County Board of Education on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, as reflected in its minutes, and certified by its Chairperson.

\_\_\_\_\_  
BOARD CHAIR – Signature

\_\_\_\_\_  
BOARD CHAIR – Printed Name

Date: \_\_\_\_\_

**KNOX COUNTY GOVERNMENT**

\_\_\_\_\_  
MAYOR – Signature

\_\_\_\_\_  
MAYOR – Printed Name

Date: \_\_\_\_\_

**KNOX COUNTY LAW DIRECTOR**

CONTRACT NO. 16-499  
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE

  
\_\_\_\_\_  
DEPUTY LAW DIRECTOR – Signature

Gary Dugler  
\_\_\_\_\_  
DEPUTY LAW DIRECTOR – Printed Name

Date: 9/20/16

**VENDOR**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
COMPANY NAME (VENDOR)

Date: \_\_\_\_\_

**AGENDA COMMITTEE MEETING**

**4.**

**Meeting Date:** 10/05/2016  
**Requested By:** TERRI COATNEY,  
KNOX COUNTY  
SCHOOLS  
**Department:** KNOX COUNTY SCHOOLS  
**Requires Expenditure of Funds:** YES **Funded in Current Budget:** YES  
**Appropriation Required:** NO

---

Information

**CAPTION**

Consideration of a Resolution of the Commission of Knox County, Tennessee approving an agreement with Tusculum College for the provision of student field experiences for students in the Department of Teacher Education for the term of one (1) year beginning on August 30, 2016.  
*(Schools)*

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Attachments

Agreement

**AGREEMENT BETWEEN  
KNOX COUNTY SCHOOLS  
AND  
TUSCULUM COLLEGE**

THIS AGREEMENT entered into this 30<sup>th</sup> of August 2016 by and between TUSCULUM COLLEGE hereinafter referred to as the "College/University," and Knox County Schools, hereinafter called the "School System."

**WITNESSETH**

In consideration of the mutual promise contained herein, the parties have agreed and do hereby enter into this agreement according to the provisions set out herein:

**I. Purpose and Eligibility**

Students enrolled in courses at the College/University which incorporate required field experiences and who are recommended by the College/University for Field Placement will be considered by the School System for participation in observational and classroom activities, including student teaching. The purpose of this agreement is to define the responsibilities of the College/University and the School System in providing these direct experiences for students in the Department of Teacher Education.

Because of their differing functions, the School System and the College/University's Department of Teacher Education have unique responsibilities. Therefore, it is essential that frequent and clear communication exist between the School System's designated contact person and the Program Coordinator of Teacher Education. Sharing of responsibility is needed if all parties are to derive maximum benefit from this program. It is agreed that continuous effort will be made by both the School System and the College/University to accept this shared responsibility.

**II. Responsibilities of the School System**

- A. The School System may refuse to accept any student assigned to train in the school system.
- B. The School System will designate an administrator and/or principals to serve as its contacts for field studies. These administrators will serve as liaison between the School System and the Program Coordinator of Teacher Education in managing all student visits in the School System. Any questions or problems arising which involve field placements will be brought to the attention of the Program Coordinator of Teacher Education by the School System's administrator for field studies or the building principal.
- C. The School System will participate in only those field studies which have been established through College/University's Program Coordinator of Teacher Education. A list of approved field studies will be made available to the School System before field placements are requested.

- D. The School System will endeavor to provide mentors/ placements for College/University students that have the greatest potential of providing maximum benefit for the student and for the School System.
- E. The principals of participating schools will have the responsibility for determining the degree to which College/University students conform to school policies. Problems arising from any breach of policy by field placement students should be referred by the principal to the system's administrator for field placement. However, if the principal deems it necessary, he/she may remove the field placement student from the school until the situation can be resolved through collaboration with the Program Coordinator of Teacher Education.

### III. Responsibilities of the Department of Teacher Education of the College/University

- A. The Department of Teacher Education has a designated Field Placement Coordinator, the Program Coordinator of Teacher Education, who will assume the responsibility for coordinating all field placements including student teaching and internship placements in the School System. Any questions or problems arising relating to field studies should be brought to the direct attention of the Program Coordinator of Teacher Education.
- B. The Department of Teacher Education will provide supervision of students by appropriate College/University personnel. It is the goal of the Department of Teacher Education to establish field studies and supervision of these studies which provide maximum benefit for both the School System and the College/University students.
- C. The Department of Teacher Education will provide the School System the specific field assignments for each field study in order to provide clear communication about the purposes and the expectations for the experience. The Department of Teacher Education will also provide an orientation for students involved in field placements to communicate to them the purposes and expectations of the experience. Where possible, the Department of Teacher Education will conduct staff development sessions with System personnel to provide opportunities for discussion and collaboration about field experiences.
- D. The Department of Teacher Education will provide the School System with a letter of assurance that students from the College/University requesting placement within the School System has a TBI or equivalent background check with no indications on it. A background check with an indication on it must be reviewed by the School System's Chief Human Resources Officer or her designee before such student may receive a placement within the School System.
- E. The Department of Teacher Education will provide notice to students that they must go to the Knox County Schools Human Resources Department at the Andrew Johnson Building Monday, Tuesday, or Wednesday of any week to schedule a drug test.

- F. Students of the College/University must complete the drug test and the Knox County Human Resources must receive a report that indicates the student has passed the drug test before he or she may participate in any way in a Knox County Schools facility.
- G. The Department of Teacher Education will, in advance of the field study, provide the system or the system's designee with a list of students who are eligible for field placement along with appropriate information about the students.
- H. The Department of Teacher Education will inform all students who will be visiting the School System of their obligation to observe the policies and schedules of the School System as well as the school in which the students are placed. Students shall be subject to the rules, regulations, and policies of the School System and College/University, including recognizing the confidential nature of information regarding pupils and their records, and performance during emergency conditions. Students shall not be deemed to be employees or agents of the School System at any time; they are volunteers.
- I. The Department of Teacher Education will coordinate all field studies through the Program Coordinator of Teacher Education. No affiliates of the Department of Teacher Education will make independent agreements for field studies with individual schools or staff members.
- J. The Department of Teacher Education's Program Coordinator of Teacher Education is responsible for removing a College/University student from a field placement. Withdrawal may be the result of a request initiated within the School System or from a source within the College/University.

IV. The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, ADA, and the related Regulations of each. Each party assures that it will not unlawfully discriminate against any individual because of race, religion, creed, color, gender, age, handicap, or national origin.

V. No provision of this Agreement shall act or be deemed to be a waiver by the School System of any immunity or of any provision of the TENNESSEE GOVERNMENTAL TORT LIABILITY ACT. *Tenn. Code Ann. §29-20-101 et seq.* Any liability to the College/University or third parties for any claims, damages, losses, or costs arising out of, or related to acts performed by the School System under this Agreement will be governed and limited by the provisions of the Tennessee Governmental Tort Liability Act, *Tenn. Code Ann. §29-20-101 et seq.*

VI. The College/University will be responsible for personal injury and or damage resulting from the gross negligence of the College/University performing any responsibility specifically required under the terms of this agreement. Damages recoverable against the School System shall be expressly limited by the

Tennessee Governmental Tort Liability Act, Tennessee Code Annotated, Section 29-20-101 et.seq.

- VII. Nothing in this Agreement shall be construed to create nor shall be deemed to create any relationship between School System and College/University other than that of independent entities contracting with each hereunder, solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto nor any of their respective officers, directors, or employees shall be construed to be the agent, employer, or representative of the other except as provided herein.
- VIII. This Agreement shall terminate one year from the date set forth above unless renewed by the parties in writing or terminated in writing by either party. Any termination of this Agreement shall be effective at the conclusion of the academic semester at the College/University, except that students participating in student teacher programs shall be entitled to complete such programs at the school notwithstanding any prior termination.

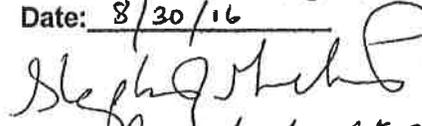
IN WITNESS WHEREOF, the parties have, by their duly authorized representative, set their signatures.

KNOX COUNTY SCHOOLS:

COLLEGE/UNIVERSITY

\_\_\_\_\_  
 Buzz Thomas  
 Interim Superintendent  
 Date: \_\_\_\_\_

  
 Patricia Hunsader  
 PROGRAM COORDINATOR, Dean  
 Teacher Education Program  
 Date: 8/30/16

  
 Stephen H. Hunsader  
 Vice President - CFO

CONTRACT NO. \_\_\_\_\_

APPROVED AS TO LEGAL FORM

*See signature page*

\_\_\_\_\_  
 Gary T. Duplar  
 Knox County Deputy Law Director  
 Date: \_\_\_\_\_

**KNOX COUNTY BOARD OF EDUCATION**

This document is approved by the Knox County Board of Education on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, as reflected in its minutes, and certified by its Chairperson.

\_\_\_\_\_  
BOARD CHAIR – Signature

\_\_\_\_\_  
BOARD CHAIR – Printed Name

Date: \_\_\_\_\_

**KNOX COUNTY GOVERNMENT**

\_\_\_\_\_  
MAYOR – Signature

\_\_\_\_\_  
MAYOR – Printed Name

Date: \_\_\_\_\_

**KNOX COUNTY LAW DIRECTOR**

CONTRACT NO. 16-500  
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE

Gary Dupler

\_\_\_\_\_  
DEPUTY LAW DIRECTOR – Signature

\_\_\_\_\_  
DEPUTY LAW DIRECTOR – Printed Name

Date: 9/20/16

**VENDOR**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
COMPANY NAME (VENDOR)

Date: \_\_\_\_\_

## Tusculum College

### 2015 Report Card on the Effectiveness of Education Preparation Providers (EPPs)



Tusculum College is a private, Christian, four-year institution of higher education and is a member of the Tennessee Independent Colleges and Universities Association. The college is accredited by the Southern Association of Colleges and Schools Commission on Colleges.

**Location:** Greenville, TN

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Institution Type: TICUA

Accreditation: SACSCOC

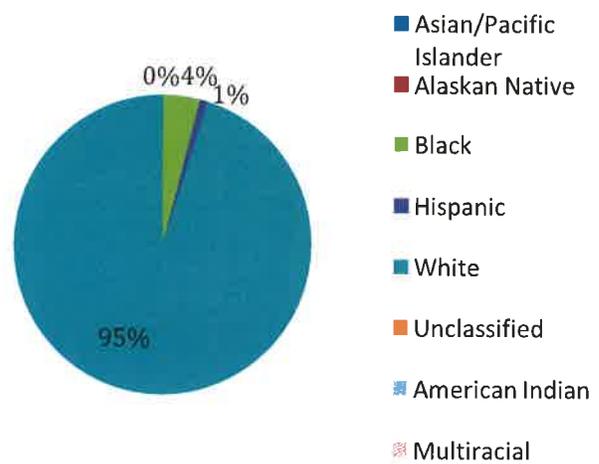
Most Frequent Endorsement Issued: Elementary

### 2013-2014 EPP Completer Demographics

**Total Completers 111**

Male	20%
Female	80%
In-State	96%
Out-of-State	4%
% of Completers Statewide	3%

**Race and Ethnicity**



Academic Credential	Completers	Most Frequent Academic Major
Bachelor’s Degree & License	81	Elementary Education and Teaching
Master’s Degree & License	30	Elementary Education and Teaching
Non-degree Licensure	0	

### Initial License Type

Teacher preparation program completers generally receive one of two types of initial license: Apprentice or Transitional. The Apprentice license is a full license, valid for five years, and renewable. The Transitional license is a provisional license issued at the request of a local education agency. Transitionally licensed teachers complete licensure requirements while employed. The Transitional license is issued for one year and may only be renewed twice. Transitional license candidates must hold a Bachelor’s degree; however, the degree might have been conferred by an institution other than the educator preparation provider recommending the candidate for licensure. To receive either an Apprentice or Transitional license, an individual must hold a bachelor’s degree from a regionally-accredited university and have demonstrated competency in the subject matter for which the candidate is seeking licensure.

Initial License Type	Completers
Apprentice	110
Transitional	1
Total	111

### 2013-2014 EPP Completer Academic Information

Below is a summary of academic performance of completers prior to and during preparation. Standardized test averages and percentages reported are calculated based on the relevant degree-level tests. Only degree-seeking students are included. *Note: Data is not provided for measures where there are less than 5 completers.*

	Average All Completers		Range All Completers	Average Apprentice		Average Transitional		State Average All Completers	
	Average	N	Min-Max	Average	N	Average	N	Average	N
Final GPA	3.63	111	2.54-4.00	3.63	110			3.58	3813
Major GPA								3.64	1656
High School GPA								3.43	1968
ACT Composite	23.5	34	22-27	23.5	34			23.1	2056
ACT Reading	24.6	34	19-33	24.6	34			23.8	1897
ACT Science	23.5	34	19-27	23.5	34			22.5	1897
ACT English	23.0	34	18-27	23.0	34			23.8	1906
ACT Math	22.2	34	16-30	22.2	34			21.7	1906
SAT Cumulative								1141	258
SAT Math								570	247
SAT Verbal								567	248
GRE Composite								1078	250
GRE Math								561	268
GRE Verbal								510	269
MAT Score								403	249

### 2013-2014 EPP Completer Licensure Assessment Data

Candidates for a Tennessee teaching license are required to demonstrate basic academic competencies. Candidates generally fulfill this requirement through standardized test scores. The most common standardized tests utilized are the ACT/SAT or the Core Academic Skills for Educators (Core) Reading, Writing, and Math assessments. In addition, Tennessee requires all teacher candidates seeking licensure take the Principles of Learning and Teaching (PLT) exam and specific content area exams. *Note: The pass rate is not provided if there were less than 5 test takers.*

Core Academic Skills for Educators	Qualifying Score	Average Score	Pass Rate
Core Reading	156	178	100%
Core Writing	162	175	100%
Core Math	150	177	100%

Principles of Learning and Teaching	Number Taken	Number Passed	Pass Rate
Total Program Completers	103	101	98%
• Apprentice License Completers	103	101	98%
• Transitional License Completers			

### Retention Data (Cohorts 2010-2013)

Placement and Retention data reflects the rates of completers for each cohort year listed. The data is based on the program completers in the Personnel Information Reporting System (PIRS). The years below refer to the number of years since the individuals have been eligible to teach. Therefore, the data helps to inform the rate at which an institution's graduates enter and remain in the teaching field in Tennessee public schools. Teaching three out of four years is included to account for the teachers who may leave the profession for a year but do return (e.g. for maternity leave or FMLA).

Cohort Year	Number of Completers	Teaching in Year 1	Teaching in Year 2	Teaching in Year 3	Teaching 3 out of 4 Years
2010-2011	120	42.5%	33.3%	46.7%	39.2%
2011-2012	124	45.9%	46.0%	57.3%	
2012-2013	137	39.4%	50.4%		
2013-2014	111	54.3%			

### 2013-2014 EPP Completer Placement Information

The following table and map show the number of completers placed by district in the 2014-2015 school year in Tennessee public schools.

Districts	Completers Placed
<i>Blount County</i>	2
<i>Campbell County</i>	2
<i>Cocke County</i>	2
<i>Grainger County</i>	1
<i>Greene County</i>	4
<i>Hamblen County</i>	7
<i>Hancock County</i>	1
<i>Hawkins County</i>	3
<i>Jefferson County</i>	1
<i>Knox County</i>	19
<i>Loudon County</i>	1
<i>Morgan County</i>	1
<i>Newport</i>	1
<i>Oak Ridge</i>	1
<i>Oneida</i>	1
<i>Roane County</i>	1
<i>Sevier County</i>	3
<i>Shelby County</i>	1
<i>Sullivan County</i>	1
<i>Union County</i>	1
<i>Washington County</i>	1
<i>Williamson County</i>	2



### Tennessee Value Added Assessment System (TVAAS) Analysis

TVAAS analysis compares the effectiveness of an EPP’s beginning completers (individuals with 1-3 years of experience) in terms of contribution to student achievement growth to other groups of teachers in the state. Analysis is based on one year estimates of t-value of teacher effects in the 2013-2014 school year. *Note: Data is not provided for measures where there are less than 5 completers.*

**TVAAS Statewide Teacher Comparison:** The average effectiveness of beginning teachers who completed a training program at this EPP as compared to the average effectiveness of teachers statewide in terms of contribution to student achievement growth.

**TVAAS EPP Comparison:** The average effectiveness of beginning teachers who completed a program at this EPP as compared to the mean of the average effectiveness for beginning teachers from all teacher EPPs in Tennessee in terms of contribution to student achievement growth.

#### Apprentice License Teachers

Subject	Statewide Comparison	EPP Comparison	Teachers	EPPs Statewide
TCAP Composite (grades 4-8)	-	-	86	32
• Math	-	-	47	27
• Reading/Language			51	30
• Science			30	23
EOC Composite (High School)				24
• Algebra I				9
• Algebra II				4
• Biology				4
• Chemistry				2
• English I				8
• English II				7
• English III				7

- represents a statistically significant negative effect

+ represents a statistically significant positive effect

### Transitional License Teachers

Subject	Statewide Comparison	EPP Comparison	Teachers	EPPs Statewide
TCAP Composite (grades 4-8)				9
• Math				7
• Reading/Language				6
• Science				5
EOC Composite (High School)				13
• Algebra I				5
• Algebra II				3
• Biology				4
• Chemistry				4
• English I				3
• English II				3
• English III				1

- represents a statistically significant negative effect

+ represents a statistically significant positive effect

### Apprentice and Transitional License Teachers

Subject	Statewide Comparison	EPP Comparison	Teachers	EPPs Statewide
TCAP Composite (grades 4-8)	-	-	87	35
• Math	-	-	48	30
• Reading/Language			52	33
• Science			31	28
EOC Composite (High School)	-		6	31
• Algebra I				16
• Algebra II				8
• Biology				9
• Chemistry				10
• English I				11
• English II				11
• English III				8

- represents a statistically significant negative effect

+ represents a statistically significant positive effect

### Tennessee Value Added Assessment System (TVAAS) Analysis

**Statewide Distribution:** The percentage of beginning teachers (1-3 years of experience) from this EPP who fall into either the lowest or highest effectiveness quintile. Quintiles are based upon the statewide distribution of the t-value of teacher effects in the 2013-2014 school year. *Note: Data is not provided for measures where there are less than 5 completers.*

#### Apprentice License Teachers

Subject	Below 20 <sup>th</sup> Percentile	Statistically Significant	Above 80 <sup>th</sup> Percentile	Statistically Significant	Teachers
TCAP Composite (grades 4-8)	26.74	-	8.14	-	86
• Math	31.91	-	14.89		47
• Reading/ Language	25.49		17.65		51
• Science	20		10		30
EOC Composite (High School)					
• Algebra I					
• Algebra II					
• Biology					
• Chemistry					
• English I					
• English II					
• English III					

- represents a statistically significant negative effect

+ represents a statistically significant positive effect

### Transitional License Teachers

Subject	Below 20 <sup>th</sup> Percentile	Statistically Significant	Above 80 <sup>th</sup> Percentile	Statistically Significant	Teachers
TCAP Composite (grades 4-8)					
• Math					
• Reading/ Language					
• Science					
EOC Composite (High School)					
• Algebra I					
• Algebra II					
• Biology					
• Chemistry					
• English I					
• English II					
• English III					

- represents a statistically significant negative effect

+ represents a statistically significant positive effect

### Apprentice and Transitional License Teachers

Subject	Below 20 <sup>th</sup> Percentile	Statistically Significant	Above 80 <sup>th</sup> Percentile	Statistically Significant	Teachers
TCAP Composite (grades 4-8)	26.44		8.05	-	87
• Math	31.25	-	14.58		48
• Reading/ Language	25		17.31		52
• Science	19.35		9.68		31
EOC Composite (High School)	66.67	-	16.67		6
• Algebra I					
• Algebra II					
• Biology					
• Chemistry					
• English I					
• English II					
• English III					

- represents a statistically significant negative effect

+ represents a statistically significant positive effect

**AGENDA COMMITTEE MEETING**

**5.**

**Meeting Date:** 10/05/2016  
**Requested By:** TERRI COATNEY,  
KNOX COUNTY  
SCHOOLS  
**Department:** KNOX COUNTY SCHOOLS  
**Requires Expenditure of Funds:** YES **Funded in Current Budget:** YES  
**Appropriation Required:** NO

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Information

**CAPTION**

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a lease agreement with Public Building Authority use of World's Fair Park Amphitheater for L&N STEM Academy Pep Rally on October 17, 2016 at a cost of \$900.00 utilizing general school funds.

*(Schools)*

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Attachments

Lease Agreement



**WORLD'S FAIR PARK EVENT LEASE**

**THIS AGREEMENT** is made as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between The Public Building Authority of the County of Knox and the City of Knoxville, Tennessee, hereinafter referred to as "Lessor" and (fill in lessee's organization and signator's name on line below):

\_\_\_\_\_ hereinafter referred to as "Lessee." The parties execute this Agreement for the purpose of memorializing the lease by the Lessee of certain facilities located at and within what is known the World's Fair Park, Knoxville, Tennessee.

**WITNESSETH:** The Lessor and the Lessee, for the mutual considerations stated herein and for the faithful performance of all covenants and conditions set forth herein, agree as follows:

**ARTICLE 1.  
LEASE AND USE OF PREMISES**

**Leased Premises and Term.** Subject to the terms, conditions and limitations contained in this Agreement, the Lessor hereby leases to the Lessee, and the Lessee hereby rents from the Lessor the \_\_\_\_\_ at the World's Fair Park, Knoxville, Tennessee. The Lessee's period of occupancy shall begin on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, at \_\_\_\_\_ o'clock \_\_.m. and shall terminate on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, at \_\_\_\_\_ o'clock \_\_.m. (Note: Leasing the Festival Lawn does NOT include the interactive fountain, court of flags and concrete area around it, which must remain accessible to the general public at all times.)

<b>EVENT INFORMATION (start &amp; finish time of event)</b>		
Date(s)	Start Time	End Time
<b>MOVE-IN/MOVE-OUT INFORMATION (prior to event &amp; after event)</b>		
Date(s)	Start Time	End Time

**Premises Defined.** The term "Premises," as used in this Agreement, includes all of the space described in Paragraph 1.1 above and in the World's Fair Park Event Guide and leased pursuant to this Agreement.

**Uses of Premises by the Lessee.** The Lessee will use and occupy the Premises solely for the purpose stated below, and for no other purpose whatsoever without the Lessor's express written approval. The Lessee will observe, abide by and conform to all rules and regulations, and such further rules and

regulations as from time to time may be put in effect by the Lessor, for the general safety, comfort and convenience of the Lessor as part of managing the World's Fair Park.

**(Fill in full description of event):**

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**ARTICLE 2.  
COMMON AREAS**

**2.1 Common Areas Defined.** The term "Common Areas," as used in this Agreement, includes: all parking areas, the interactive fountain, court of flags area, lake, stream, access roads and facilities, driveways, service roads, loading facilities, sidewalks, landscaped areas, and all other areas constructed or to be constructed for use in common by the Lessor and all other users of the World's Fair Park.

**2.2 Control of Common Areas.** The Common Areas will at all times be subject to the exclusive control and management of the Lessor. The Lessor has the right to operate and maintain the Common Areas in such a manner as the Lessor, in its sole discretion, will determine from time to time. This right to operate and maintain includes, without limitation, the right to (i) employ all operational and maintenance personnel, (ii) make all rules and regulations pertaining to and necessary for the proper operation and maintenance of the Common Areas and facilities, (iii) close any portion of the Common Areas for the purpose of making repairs, changes or additions, (iv) change the size, area or arrangement of the parking areas or the lighting thereof within or adjacent to the existing areas, and (v) enter into agreements with adjacent owners for cross-easements for parking, ingress, egress, delivery, and the installation of utility lines.

**2.3 Parking.** The Lessee and its agents, employees, guests, clients, customers, patrons and invitees will park in those areas designated in the World's Fair Park Event Guide. The Lessee shall not load or unload vehicles except in those areas designated by the Lessor for such purpose. The Lessee, for itself, its employees and clients, agrees that the Lessor will have the right to take, move, impound and tow off vehicles that (i) violate the Lessor's rules and regulations, block streets, aisles or access ways (ii) park in unauthorized areas, or (iii) park in unauthorized spaces or otherwise park improperly.

**2.4 Access to Premises.** The Lessor, its representatives, employees and concessionaires working said event shall, at all times, have free access to the Premises.

**2.5 Portions of Lessor's Property Not Demised.** The Lessee agrees that during the term of this Agreement, the Lessor may use, cause to be used or lease any portion of the World's Fair Park not leased to the Lessee pursuant to this Agreement.

**ARTICLE 3.  
RENT AND OTHER TENANT DISBURSEMENTS**

**3.1 Rental Amount.** The total rental amount, which includes the costs for rental equipment and other services, shall be as follows:

**LEASE RATES (including move-in/move-out days)**

Facility(ies)	No. of Days	Rate Per Day	Total
Amphitheatre			
Festival Lawn			
Performance Lawn			
Move-in Day(s)			
Move-out Day(s)			
<b>Total Lease Rate</b>			

**RENTAL EQUIPMENT**

Equipment	Rate	Provider	Quantity	Total
Phone Lines (contracted with AT&T)	To be determined	PBA		
DSL Lines (contracted with AT&T)	To be determined	PBA		
Compactor – approx. 100yrd capacity	\$25/8yd load	PBA		
Recycling Dumpster – 8yrd capacity	\$25/load	PBA		
Electrical Box (stationary power)	\$50 each/day	PBA		
Sub-Panels (portable power)	\$25.00	PBA		
Power at Amphitheatre	\$25/day	PBA		
Mobile Stage – Commercial	\$1,000/day	PBA		
Mobile Stage – Non Profit	\$500/day	PBA		
Trash Liners	\$50/case	PBA		
Trash Receptacles (regular & recycle)	\$0 charge	PBA		
Mesh Fencing	To be Determined	PBA		
Protective Absorbent Matting (3ft wide)	\$3 per foot long	PBA		
<b>Total Estimated Rental Equipment</b>				

**PARK PERSONNEL \***

Personnel	Rate/Hour/Person	No. of Event Hours	People	Total
Security	\$35.00/hr/person		1 person	
Maintenance	\$35.00/hr/person		2 people	
Custodial Contractor (contract through PBA)	\$35.00/hr/person		1 person	
<b>Total Estimated Personnel</b>				

*\* Personnel expenses will be determined by the WFP/VL Event Office after the Planning Meeting. The numbers included here are for contract completion only and may increase or decrease based on event details and final Staff scheduling.*

**SECURITY DAMAGE DEPOSIT**

<b>Attendance Expectancy at Event Overall</b>	<b>Security Damage Deposit Amount</b>	<b>No. of Venues Leased</b>	<b>Total</b>
300 or more people	\$1000		
300 or less people	\$500		
<b>Total Security Damage Deposit</b>			

**TOTAL DUE, DEPOSIT, & BALANCE DUE**

TOTAL AMOUNT DUE FROM LESSEE (Total the Lease Rate, Estimated Rental Equipment, Estimated Personnel, & Security Damage Deposit boxes):	
DEPOSIT PAID BY LESSEE (at least 50% of Lease Rate (rental + move-in + move-out) above required; you are welcome to pay more; please include date of payment):	
<b>BALANCE DUE FROM LESSEE (Total minus Deposit Paid):</b>	

Please make check or money order payable to:

The Public Building Authority  
**Attn: Dorissa Simpson or Chris Brown**  
 400 Main Street, Suite M-22  
 Knoxville, Tennessee 37902

**3.2 Covenant to Pay.** The Lessee’s covenant to pay the total rental amount to the Lessor at the office of the World’s Fair Park Event Coordinator when it is due is independent of any and all other covenants contained in this Agreement. If the rental amount is not paid on the date due, the Lessor may collect a late charge, equal to ten percent (10%) of the late rent, on the delinquent amount.

**3.3 Non-Refundable Rental Amount.** If the Lessee, being entitled to possession hereunder, shall fail for any reason other than as specified in Section 8.1 hereof to take possession of or to use the Premises, no refund of the rental amount shall be made. Specifically, the Lessee agrees that inclement weather will not be a basis for a refund. The full rent called for by this Agreement, including any disbursements or expenses incurred by the Lessor in connection therewith, shall be payable by the Lessee to the Lessor as liquidated damages, and not by way of penalty.

**3.4 Overtime/Contract Labor Costs Borne by Lessee.** If PBA incurs overtime costs for its personnel assisting in setting up or breaking down an event, requires the use of additional personnel in addition to normal staffing levels, or incurs contract custodial costs during the event, those costs will be billed to the lessee within 14 days of the conclusion of the event and are the responsibility of the lessee to pay in full.

**3.5 Electronic Fund Transfer.** The Lessee’s has the option to use Electronic Fund Transfer. The PBA utilizes Electronic Fund Transfers as a means to expedite payments to our lessees. By the form, the PBA will deposit any refunds due to the Lessee after their event stated on EXHIBIT 1 attached hereto and incorporated herein by reference. If the Electronic Fund Transfer option is not chosen, a check will be issued during our regular monthly check process (EXHIBIT 2).

**ARTICLE 4.**  
**RESPONSIBILITY FOR PREMISES**

**4.1 Condition of Premises.** The Lessee’s signature on this Agreement signifies that the Lessee (i) has visited the Premises, (ii) has inspected the Premises and the appurtenances thereto, and (iii) is fully acquainted with the condition of the Premises. The failure of the Lessee to do any of the above does not,

in any way, relieve the Lessee of any obligations pursuant to this Agreement. The Lessee accepts the Premises in its present condition and acknowledges that it is suitable for the Lessee's intended use. The Lessee acknowledges that Lessor is not responsible for conditions of the premises that may have been altered by weather events or other acts of God. In addition, Lessee acknowledges that Lessor has the right to alter, if necessary, the location of event equipment, booths, etc. if the condition of the lawn(s) requires the relocation of those items onto the sidewalks/street.

**4.2 Labor Requirements.** The Lessee, at its sole cost and expense, shall furnish all necessary labor required for the Lessee's use of the Premises, including, but not limited to, ticket sellers, ticket takers, security and safety personnel. A security plan for the event must be submitted to the World's Fair Park Event Coordinator for approval in advance of the event. The total number and identity of the individual(s) to be used in these capacities must be approved by the World's Fair Park Event Coordinator prior to the start of the Lessee's event.

**4.3 Event Patrons.** The Lessee shall not admit to the Lessee's event a larger number of persons than the capacity of the Premises accommodates. The Lessor, by and through its representatives, reserves the right to enter onto the Premises and eject any objectionable person(s) from the Premises. The Lessee hereby waives any and all claims for damages of any kind against the Lessor by reason of or relating to the exercise of such ejection authority. Further, the Lessor shall have the right to collect and have custody of articles left, lost or checked while on the Premises by patrons attending the event given or held on the Premises. The Lessee shall not interfere with the collection and custody of such articles.

**4.4 Maintenance Responsibilities.** At all times during the term of this Agreement, the Lessee shall, at the Lessee's sole cost and expense, keep the Premises in good order, condition and repair, and clean, sanitary and safe, ordinary wear and tear excepted. The Lessee shall comply with all federal, state and local requirements of law, by statute, rule, ordinance or otherwise, affecting the Premises and all appurtenances thereto. The Lessor will not be required to make any repairs to the Premises occasioned by the act or neglect of the Lessee, its agents, employees, guests, clients, customers, patrons or invitees. Any of the foregoing repairs required to be made by reason of the negligence of the Lessee, its agents, employees, guests, clients, customers, patrons or invitees shall be the responsibility of the Lessee. If the Lessee refuses or fails to make such repairs hereunder, the Lessor may make and complete such repairs and add the cost thereof to the total rental amount due. The Lessee will not allow any nuisance(s) to exist with respect to the Premises.

**4.5 Alterations by the Lessee.** The Lessee will not alter the Premises or place, install or attach any fixtures or equipment to be used in connection with the Lessee's event without obtaining the Lessor's prior written approval to (i) such improvements and (ii) the manner in which said fixtures and equipment are to be installed and located in the Premises.

**4.6 Signs.** The Lessee will not post, exhibit or allow to be posted or exhibited any signs, advertisements, show bills, lithographs, posters or cards describing the Lessee's event, except those approved by the Lessor. The Lessee is allowed to post or exhibit signs, advertisements, show bills, lithographs, posters or cards that are related to the event to be given on the Premises and/or for any future events to be held at World's Fair Park, and only in the location(s) and for the period of time specifically designated and permitted by the World's Fair Park Event Coordinator. Lessee must submit for approval, in advance of the event, a written plan showing the location(s) of all signage, which should include how signage will be mounted. In addition to obtaining the Lessor's written consent, the Lessee must also obtain all necessary and appropriate governmental permits and licenses for its signage.

**4.7 Surrender Of Premises.** At the termination or expiration of this Agreement, the Lessee shall deliver the Premises to the Lessor in the same condition as the Lessee received it when the term of this Agreement began, reasonable wear and tear accepted. The Lessee shall promptly remove all its equipment, fixtures and any other installations, alterations or improvements before surrendering the Premises as aforesaid. The Lessee will repair any damage to the Premises caused by the removal of such items. The Lessee's obligation to observe or perform this covenant will survive the expiration or other

termination of the lease term. The Lessor reserves the right to remove from the Premises, at the sole expense of the Lessee, any and all effects remaining on the Premises after the period of occupancy has expired. The Lessor may, but is not obligated to, store such effects at the sole expense of the Lessee and without any liability therefore on the part of the Lessor.

**ARTICLE 5.  
HOLD HARMLESS AND INDEMNIFICATION**

The Premises shall be used and maintained by the Lessee for its convenience and accommodation throughout the period of occupancy. The Lessee agrees that the Lessor and the City of Knoxville, Tennessee ("the City") shall have no responsibility in connection with the Premises during said period of occupancy. The Lessee shall defend, indemnify and hold the Lessor and the City harmless from any and all liability to the Lessee, and third parties for all claims, actions, demands and expenses (including attorney's fees) resulting from or in any way connected with, or alleged to have arisen from the Lessee's use or occupancy of the Premises, including but not limited to actions or inactions of the Lessee, its agents, employees, guests, clients, customers, patrons or invitees, and the Lessee's breach of any of the terms or conditions of this Agreement. The Lessee shall pay for any and all damage to the Premises sustained during the period of occupancy.

To the extent allowable by law,  
GAD

GTD

Except for damage or injury proximately caused by the Lessor's or the City's sole negligence, neither the Lessor nor the City shall be responsible for any damage or injury that may occur to the Lessee or to the Lessee's agents, employees, guests, clients, customers, patrons, invitees or property from any cause whatsoever prior, during or subsequent to the period covered by this Agreement; and the Lessee hereby expressly releases the Lessor and the City from such loss, damage or injury and agrees to defend, indemnify and hold the Lessor and the City harmless therefrom.

to the extent allowable by law,  
GTD

**ARTICLE 6.  
INSURANCE**

**6.1 Lessee to Obtain Insurance.** Prior to its use and occupancy of the Premises, the Lessee shall procure and maintain insurance of the types and in the amounts stated on EXHIBIT 3, attached hereto and incorporated herein by reference.

**Other Insurance Requirements.** The Lessee will, at least thirty (30) days prior to occupancy of the Premises, furnish the Lessor with original certificates of insurance. The insurance shall be issued by a company licensed to do business in the State of Tennessee and approved in writing by the Lessor. The Lessor shall be given thirty (30) days advance notice of any cancellation of the insurance coverage.

GTD

**ARTICLE 7.  
NON-DISCRIMINATION AND ETHICAL STANDARDS**

The Lessee: (i) will not discriminate against any employee or applicant for employment because of race, age, color, religion, national origin, sex or disability; (ii) will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, age, color, religion, national origin, sex or disability; (iii) will, in all solicitations or advertisements for employees placed by or on behalf of it, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, national origin, sex or disability; and (iv) will include these provisions in every subcontract or sublease let by or for it.

Further, the Lessee hereby takes notice of and warrants that it is not in violation of, or has not participated, and will not participate, in the violation of any of the ethical standards prescribed by the Knoxville City Code.

**ARTICLE 8.  
GENERAL PROVISIONS**

**8.1 Fire and Other Casualty.** In the event the Premises or any part thereof is destroyed or damaged by fire or other casualty, or if any other casualty or unforeseen circumstance (other than inclement weather) renders the fulfillment of this Agreement by the Lessor impossible, then this Agreement shall terminate, and if the Lessee has not taken possession of the Premises, the lessor shall refund its rental payments to the Lessee. However, if the Lessee has taken possession of the Premises, the Lessee shall pay rental for the Premises only up to the time of such termination, at the rate herein specified. The Lessee hereby waives any claim for damages or compensation should this Agreement be so terminated.

**8.1.a** If, as the result of a Force Majeure Event (as defined below), Lessee or Lessor is unable to, or is prevented from, performing the terms of the Agreement or any portion thereof or any material obligation under this Agreement, then Lessee's and Lessor's obligations hereunder will be excused, there shall be no claim for damages by Lessee or Lessor Notwithstanding the foregoing, Lessee shall be obligated and liable to Lessor for such proportionate amount of the payment provided for herein as may be due hereunder for any use of premises, including any costs incurred by the Lessor directly related to the preparations/set-up of the planned event, which Lessor may have leased up to the time of the inability to perform by reason of such Force Majeure Event.

**Force Majeure defined.** A "Force Majeure Event" shall mean any one or more of the following acts which makes any performance(s) by Lessee or Lessor contemplated by the Agreement impossible, infeasible or unsafe: acts of God; act(s) or regulation(s) of any public authority or bureau, civil tumult, epidemic, act(s) of the public enemy; act(s) or threats of terrorism; threats; insurrections; riots or other forms of civil disorder in, or around, the World's Fair Park or which Lessee and/or Lessor reasonably believe jeopardizes the safety of Lessee, Lessor, musicians contracted by Lessee and , or Lessee's patrons; embargoes; labor disputes (including, without limitation, strikes, lockouts, job actions, or boycotts); fires; explosions; floods; shortages of energy or other essential services; failure of technical facilities; failure or delay of transportation; death, disability, illness, injury or other inability to perform of musicians contracted by Lessee, and similar or dissimilar causes beyond the control of Lessor or Lessee which make any performance(s) contemplated by this Agreement impossible, infeasible, or unsafe.

**8.2 ADA Requirements.** The Lessee will comply with any and all requirements of the Americans with Disabilities Act, including but not limited to, the removal of all structural barriers, the accessibility of its event, programs, services and goods, the provision of all auxiliary aids and services, and the modification of policies, practices and procedures. The Lessor will not be responsible for any costs or expenses related to the Lessee's compliance with ADA. The Lessee will defend, indemnify and hold the Lessor and the City harmless from and against any and all claims, suits or causes of action and expenses (including attorney's fees) which arise out of this Agreement or the Lessee's use of the Premises, or an act or omission by the Lessee, its agents, employees, guests, clients, customers, patrons or invitees that violates or is alleged to violate the ADA.

**8.3 Written Amendments.** This Agreement may be modified only by a written amendment or addendum, which has been executed and approved by the appropriate officials shown on the signature page of this Agreement.

**8.4 Federal, State, and Local Requirements.** The Lessee is responsible for full compliance with all applicable federal, state, and local laws, rules and regulations.

**8.5 Assignment and Subletting.** The Lessee shall not assign, transfer, or encumber this Agreement without the prior written approval of the Lessor, and shall not sublet or allow any other tenant to come in, with, or under the Lessee without like written approval.

**8.6 Continued Liability.** Any assignment or subletting, notwithstanding the consent of the Lessor, will not in any manner release the Lessee herein from its continued liability for the performance of the provisions of this Agreement and any amendments or modifications hereto. The acceptance of any rental

payments by the Lessor from any alleged assignee will not constitute approval of the assignment of this Agreement by the Lessor.

**8.7 Termination.** If any default is made as to any of the covenants contained in this Agreement, this lease and the relationship of the Lessor and the Lessee, at the option of the Lessor, shall terminate and cease. In such a circumstance, the Lessor may re-enter the Premises, remove all persons and fixtures therefrom and resort to any legal proceedings to obtain possession. Notwithstanding such a termination, the Lessee shall pay the full amount of the rental as herein agreed to be paid.

**8.8 Miscellaneous.** This Agreement will inure to the benefit of and will be binding upon the Lessor, the Lessee and their respective heirs, executors, administrators, successors and assigns, subject to all the terms, conditions, and contingencies set forth. This Agreement is governed by the laws of the State of Tennessee. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not operate to invalidate any other provision hereof. This Agreement will be construed without reference to titles of sections or clauses, which are inserted for convenient reference only.

**8.9 Entire Agreement.** This Agreement, the exhibits hereto and the documents incorporated herein by reference from the entire agreement between the Lessor and the Lessee. Any prior representations, promises, agreements, oral or otherwise, between the parties, which are not embodied in this writing, will be of no force or effect. Any matters not herein expressly provided for shall be at the discretion of the World's Fair Park Event Coordinator.

**8.10 Date of Execution of Agreement.** This Agreement must be signed and returned sixty (60) days prior to the event date.

**8.11 World's Fair Park Event Guide.** The World's Fair Park Event Guide, current as of the date hereof, is incorporated herein by reference, and all terms and conditions stated therein shall apply to this Agreement, and the Lessee shall be bound by the obligations stated therein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated above.

APPROVED AS TO FORM:

By W. Morris Kizer  
PBA General Counsel

THE PUBLIC BUILDING AUTHORITY OF  
THE COUNTY OF KNOX AND THE  
CITY OF KNOXVILLE, TENNESSEE

By: \_\_\_\_\_

Jayne Burritt  
Administrator/CEO

WITNESSED BY:

Lessee (signature): \_\_\_\_\_

Lessee (printed name): \_\_\_\_\_

Printed Name:

Title: \_\_\_\_\_

Lessee Organization: \_\_\_\_\_

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, as reflected in its minutes, and certified by its Chairperson.

\_\_\_\_\_  
BOARD CHAIR – Signature

\_\_\_\_\_  
BOARD CHAIR – Printed Name

Date: \_\_\_\_\_

KNOX COUNTY GOVERNMENT

\_\_\_\_\_  
MAYOR – Signature

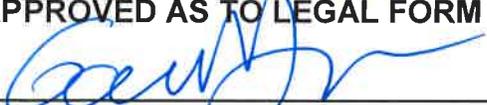
\_\_\_\_\_  
MAYOR – Printed Name

Date: \_\_\_\_\_

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-507  
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE

  
\_\_\_\_\_  
DEPUTY LAW DIRECTOR – Signature

Gary Dupler  
\_\_\_\_\_  
DEPUTY LAW DIRECTOR – Printed Name

Date: 9/22/16

VENDOR

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
COMPANY NAME (VENDOR)

Date: \_\_\_\_\_

**EXHIBIT 1**

**Public Building Authority EFT Authorization**

By selecting this option, the Public Building Authority (PBA) will automatically deposit any refund due to you into the account that you provide.

By filling out this form, I hereby authorize the PBA to initiate credit entries to the account at the financial institution specified below.

This authorization is to remain in full force and effect until the PBA has received an amended authorization form with the appropriate box checked below.

***NOTE: The following account information should be for ACH transactions NOT Wire Transfers.***

***LEASEE TO COMPLETE THIS SECTION:***

NEW: \_\_\_\_\_ CHANGE: \_\_\_\_\_

Company Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Company Address \_\_\_\_\_

Company Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

\_\_\_\_\_  
Financial Institution City State

\_\_\_\_\_  
Transit/Routing Number (9 digits) Account Number

*(See attached check sample for help locating your routing number and account number)*

Please specify type of account: Checking \_\_\_\_\_ Savings \_\_\_\_\_

Authorizing Signature \_\_\_\_\_ Date \_\_\_\_\_

EFT notification will be faxed to the number listed above. If you have additional or different notification instructions, please provide those below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Return: Fax the form to: 865-215-8162, Attn: Dorissa Simpson or Chris Brown

**OR**

Mail the form to: Public Building Authority  
Attn: Dorissa Simpson or Chris Brown  
400 Gay Street, Suite M22  
Knoxville, TN 37902

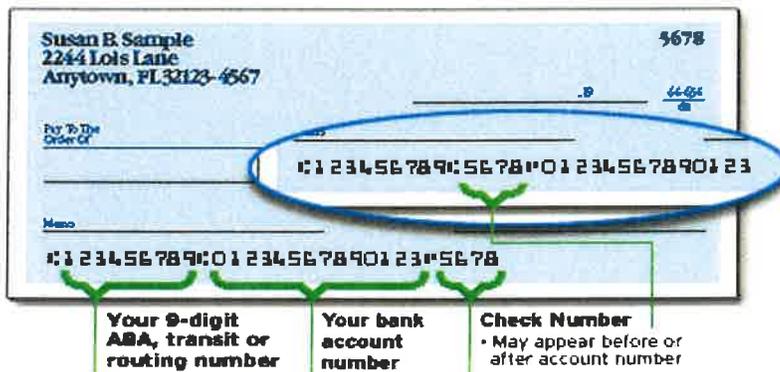
## ABA, Transit or Routing Number

### How do I find the ABA, Transit or Routing Number?

ABA (American Banker's Association), Transit or Routing Numbers are used to identify financial institutions when making transactions.

#### Checking Accounts

Only your business checks can be used to locate this number for your checking account. As the sample below shows, this information is at the bottom of your business check.



END OF EXHIBIT 1

**EXHIBIT 2**

**World's Fair Park & Volunteer Landing Event Office  
Check Refund Information Sheet**

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Physical: 963 World's Fair Park Drive, Knoxville, TN 37916  
Mailing: 400 Main Street, Suite M-22, Knoxville, TN 37902  
**Include "Attention: Dorissa Simpson or Chris Brown" with mailing address**  
Phone: 865-215-8161 \* Fax: 865-215-8162  
Email: [dsimpson@ktnpba.org](mailto:dsimpson@ktnpba.org) or [cbrown@ktnpba.org](mailto:cbrown@ktnpba.org)

Please provide your preferred payable to and mailing address information for receipt of your Refund Check, if due to you, following the event (print):

Payable To: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

To Return: Fax the form to: 865-215-8162, Attn: Dorissa Simpson or Chris Brown

**OR**

Mail the form to: Public Building Authority  
Attn: Dorissa Simpson or Chris Brown  
400 Gay Street, Suite M22  
Knoxville, TN 37902

**END OF EXHIBIT 2**

See self-insurance

### EXHIBIT 3

#### Insurance Requirements for Special Events on City Property: World's Fair Park & Volunteer Landing

As of January 1, 2011, the City of Knoxville changed its minimum insurance coverage requirements for use of City properties and/or facilities – please read through the below. The new minimum insurance requirement is as follows:

#### Minimum of \$1,000,000 per incident/\$2,000,000 aggregate coverage

**Please list the City of Knoxville and the Public Building Authority as additionally insured on the policy. Please be sure to include the event name, date, location, and a brief description of the event on the policy.**

Please submit a copy of your policy to the World's Fair Park & Volunteer Landing Event Office at the Public Building Authority, 400 Main Street, Suite M-22, Knoxville, TN 37902, at attention: Dorissa Simpson or Chris Brown. You are welcome to email a copy of your policy – please contact the Event Office at 865-215-8160 for an email address.

All events held on City property or in City facilities require a minimum of \$1,000,000 per incident/\$2,000,000 aggregate coverage, with the following exceptions:

#### **Exception 1 – Events Not Requiring Insurance**

The following non-sports events with **less than 100 anticipated attendance** and without street/road closures, alcohol, loaded weapons, pyrotechnics, mechanical or inflatable rides, the use or display of animals\*, or resulting in fundraising or profit do not require insurance (must sign the Release & Indemnity; see Attachment A):

Note: Any serving of alcohol must be with properly licensed and insured bartenders and proof of license and insurance will be required.

- Academic related events (such as spelling/math/science)
- Award celebrations
- Banquets
- Bingo/card/board games (not for fundraising)
- Clubs and organizational meetings
- Celebrations (weddings, anniversaries, birthdays)
- Debuts
- Graduations
- Head of state events
- Lectures and reading events (other than product or service promotions)
- Luncheons
- Meetings of a social, academic, business or philosophical nature (other than fundraising)
- Recitals
- Reunions
- Seminars (other than product or service promotions)
- Social Receptions
- Teleconferences

\*Exclusion does not apply to participants in events requiring the use of service animals.

**Exception 2 – Events requiring \$2,000,000 per incident/\$3,000,000 aggregate coverage**

**A. Non-sports events**

The following **non-sports** events without loaded weapons, pyrotechnics, or mechanical or inflatable rides require a minimum of \$2,000,000 per incident/\$3,000,000 aggregate coverage:

Note: Any serving of alcohol must be with properly licensed and insured bartenders and proof of license and insurance will be required.

- Events involving the use or display of animals or to which participants are encouraged to bring animals (other than service animals)
- Events which involve serving or sale of alcohol
- Events involving closure of roads or streets
- Block parties and street fairs
- Dances and parties outdoors
- Exhibitions outdoors
- Overnight camping
- Waterslides
- Weapons (unloaded) shows

**B. Sports Events**

The following **sports** events without loaded weapons, pyrotechnics, or mechanical or inflatable rides require a minimum of \$2,000,000 per incident/\$3,000,000 aggregate coverage:

Note: Any serving of alcohol must be with properly licensed and insured bartenders and proof of license and insurance will be required.

Animal riding	Off-road racing
Boxing	Polo
Cheerleading	Rodeos
Demolition events	Ropes courses
Football (contact)	Rugby
Golfing events	Skating (open to public)
Gymnastics	Skateboarding
Ice hockey	Speed skating
In-line hockey	Swimming and diving (unorganized or lessons)
Marathons	Triathlons
Martial arts (contact)	Weightlifting
Motorized racing	Wrestling

**Event Insurance – Waiver/Modification**

The City’s Risk Manager, at his/her discretion, may authorize a greater or lesser amount of coverage or different type of coverage than required by this policy if the special event is of a demonstrated high- or low-risk category, according to recognized insurance and risk management industry standards. High-risk events requiring a greater amount of coverage to be determined by the Risk Manager include, but are not limited to, those with loaded weapons, pyrotechnics, or mechanical or inflatable rides.

**Expressive Activity**

“Expressive Activity” is any assembly, the sole or principal purpose of which is the expression, dissemination, or communication by verbal, visual, literary, or auditory means, of a particular opinion,

view or idea, and for which no fee or donation is charged or required as a condition of participation in or attendance at such activity, including public oratory and distribution of literature.

For expressive activity, the City's Risk Manager shall not consider the potential reaction of bystanders to the content of expressive activity as a factor in requiring insurance coverage. Waiver of the insurance requirement shall be made if the event is solely for expressive activity, provided that the applicant has filed with the Risk Manager a verified statement that the applicant intends the special event purpose to be solely for a First Amendment expressive activity.

### **Self Insurance**

The City's Risk Manager shall review all certifications of self-insurance for appropriateness, including any required documentation demonstrating financial solvency.

### **TULIP (Tenant User Liability Insurance Policy) Program**

The City of Knoxville offers a TULIP Program, which provides for a general liability policy that can be accessed by those using City properties for various events. The policy provides coverage to the user as well as to the City for the specific event. Because the policy is underwritten based on the broad range of events that take place on City properties, it may be more reasonably priced than policies obtained individually. The policy can be easily obtained online and is customized to meet the City's requirements. Users are not required to purchase this policy but may procure their own policy to meet the insurance requirements for events. To obtain more information about the policy, users may **contact Steven McGhee at (865) 583-3752**. Follow these instructions to obtain a quote:

1. Log on to <https://www.ebi-ins.com/tulip/apply.aspx>
2. For Events requiring \$1,000,000 in coverage, please choose code 2495 (City of Knoxville II). For events requiring \$2,000,000 in coverage, please choose code 2494 (City of Knoxville I).
3. Choose the location of your event in the drop down box.
4. Please choose the type of event that will be held on City property. If your event does not fit one of the listed categories, please contact the City's Risk Management Department for further instructions.
5. Answer the underwriting questions and press next. Please make sure to include information on liquor service as well as vendors who need coverage as directed.
6. After all underwriting questions are answered, you will be provided an insurance quote from for your event. If this quote is satisfactory, please continue to enter policy holder contact information.
7. Enter credit card information in order to purchase the policy online. Once the transaction is complete, the policy will be delivered to you electronically and a certificate of insurance will be delivered to the City's Special Events and Risk Management Department. Should there be any issues, someone from the City will be contacting you. Otherwise, you have met the insurance requirement for your event.
8. **Should you have problems accessing or using the online program, please contact One Beacon Entertainment at 1-800-507-8414.**
- 9.

**END OF EXHIBIT 3**



Tennessee state court located in Knox County, Tennessee, or in the United States District Court located in Knoxville, Tennessee.

6. **Enforceability of Agreement.** If any provision of this Agreement, or portions thereof, are found to be invalid by any court of competent jurisdiction, the remainder of this Agreement shall nevertheless remain in full force and effect.

7. **Attorney's Fees and Costs.** If a party hereto resorts to litigation to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recovery of all costs related thereto including without limitation reasonable attorney's fees.

8. **Notice.** All notices hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally or when sent by registered or certified mail, return receipt requested, to any party hereto at the address set forth below or at such other address as any party shall subsequently designate in writing:

If to Lessor: The Public Building Authority for the  
County of Knox and the City of Knoxville, Tennessee  
400 Main Street, Suite M-22  
Knoxville, Tennessee 37902  
Attn: Jayne Burritt

with a copy to: W. Morris Kizer  
Gentry, Tipton & McLemore, P.C.  
2300 Riverview Tower  
900 S. Gay Street  
Knoxville, Tennessee 37902

If to Lessee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**LESSOR:**

**THE PUBLIC BUILDING AUTHORITY OF THE  
COUNTY OF KNOX AND THE CITY OF KNOXVILLE, TENNESSEE**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**LESSEE:**

*\*\* Please only sign if your event has fewer than 100 participants. \*\**

By: \_\_\_\_\_ (signature)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

**AGENDA COMMITTEE MEETING**

**6.**

**Meeting Date:** 10/05/2016  
**Requested By:** TERRI COATNEY,  
KNOX COUNTY  
SCHOOLS  
**Department:** KNOX COUNTY SCHOOLS  
**Requires Expenditure of Funds:** YES **Funded in Current Budget:** YES  
**Appropriation Required:** NO

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Information

**CAPTION**

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Training and Service Agreement with STARS Nashville for a Coordinated School Health "Youth Summit" on October 19, 2016 and a 2-hour "Move 2 Stand Assembly Presentation" on October 20, 2016 at a cost of \$2,600.00 plus the cost of materials, copies and reimbursement of travel utilizing Coordinated School Health and Tennessee Department of Education Safe Schools Grant funds.  
*(Schools)*

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Attachments

Agreement



1704 Charlotte Pike, Suite 200  
Nashville, TN 37203  
(T) 615-279-0058 / (F) 615-279-0056

**Training and Service Agreement  
between  
Knox County Schools  
and  
STARS Nashville**

**As a recipient of the services of STARS Nashville  
Knox County Schools – Location will receive the following:**

2 Hour of "Move 2 Stand Assembly Presentation" on October 20, 2016.

The fees for the above services are \$600.00 plus the cost for materials, copies and reimbursement of actual travel expenses.

You will be responsible for the actual travel expenses of the STARS Nashville representative. Our estimated travel expenses to TBA for the **October 20, 2016** training date(s) are \$270.00 which includes transportation, lodging and meals.

Either party may terminate this agreement at any time by oral or written notice, without liability of any kind, for force majeure causes including, but not limited to, act of God (i.e. fire, flood, severe inclement weather, epidemic or earthquake), war (declared or undeclared), government regulation, terrorism or similar causes beyond the control of either party which would make it impossible, illegal or commercially impracticable to perform the agreement. However, in case of such an event, the host participate will reimburse STARS Nashville for any pre-arranged travel expense which have been incurred prior to receipt of notice of cancellation for the presentation by the STARS Nashville Representative.

STARS agrees to indemnify and hold Knox County Schools, its Board member, agents and employees, harmless from any liability claimed against Knox County Schools related to any action or failure to act by STARS, its agents or employees, including but not limited to, any and all such claims by third parties for damages due to personal injuries, property damage, tort, breach of contract or any warranty negligent entrustment, negligence in entering into the contract, and including any claim by a third party for the use of materials by any child, except when such claims arise out of any recklessness or intentionally tortuous act of Knox County Schools.

Knox County Schools is a government entity existing under the laws of the state of Tennessee and may not indemnify any party from liability. Knox County Schools is governed by the Governmental Tort Liability Act (GTLA) and shall be responsible for its liability under the terms of that Act, except to the extent that STARS has such liability.

Payment for services provided will be rendered by **Knox County Schools** to STARS Nashville within thirty (30) days after the receipt of these services. STARS Nashville will promptly invoice the organization.

Rights to the use of all STARS Nashville program materials and logos are reserved by STARS Nashville.

The undersigned agree to the terms of the Training and Service Agreement as described above.

Cynthia Whetstone  
STARS Nashville Representative

\_\_\_\_\_  
Representative of Knox County Schools

CFO  
Title

\_\_\_\_\_  
Title

9/19/16  
Date

\_\_\_\_\_  
Date



1704 Charlotte Pike, Suite 200  
Nashville, TN 37203  
(T) 615-279-0058 / (F) 615-279-0056

**Training and Service Agreement**  
Between  
**Knox County Schools**  
and  
**STARS Nashville**

**As a recipient of the services of STARS Nashville  
Knox County Schools  
will receive the following:**

**1 day(s) "Youth Summit" 200 students October 19, 2016 at Sarah Simpson Professional Development Center.**

The fees for the above services are **\$2000.00.**

Either party may terminate this agreement at any time by oral or written notice, without liability of any kind, for force majeure causes including, but not limited to, act of God (i.e. fire, flood, severe inclement weather, epidemic or earthquake), war (declared or undeclared), government regulation, terrorism or similar causes beyond the control of either party which would make it impossible, illegal or commercially impracticable to perform the agreement. However, in case of such an event, the host participate will reimburse STARS Nashville for any pre-arranged travel expense which have been incurred prior to receipt of notice of cancellation for the presentation by the STARS Nashville Representative.

STARS agrees to indemnify and hold **Knox County Schools**, its Board member, agents and employees, harmless from any liability claimed against **Knox County Schools** related to any action or failure to act by STARS, its agents or employees, including but not limited to, any and all such claims by third parties for damages due to personal injuries, property damage, tort, breach of contract or any warranty negligent entrustment, negligence in entering into the contract, and including any claim by a third party for the use of materials by any child, except when such claims arise out of any recklessness or intentionally tortuous act of **Knox County Schools**.

Knox County Schools is a government entity existing under the laws of the state of Tennessee and may not indemnify any party from liability. Knox County Schools is governed by the Governmental Tort Liability Act (GTLA) and shall be responsible for its liability under the terms of that Act, except to the extent that STARS has such liability.

Payment for services provided will be rendered by **Knox County Schools** to STARS Nashville within thirty (30) days after the receipt of these services. STARS Nashville will promptly invoice the organization.

Rights to the use of all STARS Nashville program materials and logos are reserved by STARS Nashville.

The undersigned agree to the terms of the Training and Service Agreement as described above.

Cynthia Whitelone  
STARS Nashville Representative

\_\_\_\_\_  
Representative of Knox County Schools

CFO  
Title

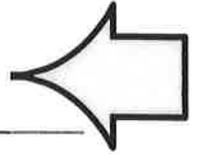
\_\_\_\_\_  
Title

9/2/16  
Date

\_\_\_\_\_  
Date

**KNOX COUNTY BOARD OF EDUCATION**

This document is approved by the Knox County Board of Education on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, as reflected in its minutes, and certified by its Chairperson.



\_\_\_\_\_  
BOARD CHAIR – Signature

\_\_\_\_\_  
BOARD CHAIR – Printed Name

Date: \_\_\_\_\_

**KNOX COUNTY GOVERNMENT**

\_\_\_\_\_  
MAYOR – Signature

\_\_\_\_\_  
MAYOR – Printed Name

Date: \_\_\_\_\_

**KNOX COUNTY LAW DIRECTOR**

CONTRACT NO. 16-506  
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE

Gary Dupler

\_\_\_\_\_  
DEPUTY LAW DIRECTOR – Signature

\_\_\_\_\_  
DEPUTY LAW DIRECTOR – Printed Name

Date: 9/22/16

**VENDOR**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
COMPANY NAME (VENDOR)

Date: \_\_\_\_\_

**AGENDA COMMITTEE MEETING**

**7.**

**Meeting Date:** 10/05/2016  
**Requested By:** TERRI COATNEY,  
KNOX COUNTY  
SCHOOLS  
**Department:** KNOX COUNTY SCHOOLS  
**Requires Expenditure of Funds:** YES                      **Funded in Current Budget:** YES  
**Appropriation Required:** NO

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Information

**CAPTION**

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Master Agreement with Side Effects, Inc. for provision of an electronic scoreboard at the Hardin Valley Academy baseball field and request of Hardin Valley Academy to replace the existing scoreboard at a cost of \$7,190.00 utilizing baseball funds.

*(Schools)*

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Attachments

Request and Agreement with Side Effects, Inc.

Request to Install Scoreboard

**KNOX COUNTY SCHOOLS  
Facilities Department**

<b>TO:</b> Douglas L. Dillingham Supervisor of New Facilities and Construction
<b>FROM:</b> Joe Michalski _____
<b>DATE:</b> August 21, 2015 _____
<b>SUBJECT:</b> Request for Board of Education Approval of a School Funded Project

I request you recommend this project to the Board of Education for approval. Supporting documentation is attached.

<b>Site</b>	Hardin Valley Academy baseball field
<b>Requested By:</b>	Joe Michalski (head baseball coach)
<b>Approved By: (School Principal)</b>	<i>Gallee H Reynolds</i>
<b>Phone</b>	
<b>Nature of the Project</b>	Replace the existing scoreboard with a new scoreboard. The existing scoreboard functions poorly, is too small, and is an eye sore when compared to rest of the facility.
<b>Cost of the Project</b>	\$0.00
<b>Funded By</b> <input type="checkbox"/> Check box if project is funded in whole or in part by money contained in a school account and submit a completed form BO-107 with this form.	The company, Side Effects, provides the scoreboard at zero cost. The company collects funds through advertising that they secure and display on the scoreboard. KCS and HVAAC are not involved in that process.
<b>Cost to Knox County Schools</b>	\$0.00

## Gary Dupler

**From:** GAIL BYARD <gail.byard@knoxschools.org>  
**Sent:** Thursday, January 28, 2016 4:41 PM  
**To:** Gary Dupler  
**Subject:** HVA scoreboard  
**Attachments:** Scoreboard FA100[1].pdf

Gary,

Thanks for speaking with me today and for your willingness to help the HVA Baseball program. Below is the contact information for our Side Effects representative. I will share with the Baseball parents that your department is looking out for our interests and actively negotiating a viable agreement. Please let me know when we get to that point and I'll pick up the process of submitting for Board approval. Also, please see (attached) a rendering of the scoreboard and the Facilities form, signed by Mrs. Reynolds. Let me know if anything else is needed.

## Kylene Pippin

[Side Effects, Inc.](#) | Director of Project Development

P: 937-704-9696 Ext. 249 | F: 937-514-7585 | C: 937-545-2728

HARDIN VALLEY BASEBALL																	
AT BAT	BALL	STRIKE	OUT	H/E													
21	2	1	1	H3													
DARTRONICS					1	2	3	4	5	6	7	8	9	10	RUNS	HITS	ERR
GUEST	0	0	0	0	2	0	0	0	0	0	0	0	0	4	7	1	
HOME	0	3	1	0	2	0	3	0	0	0	0	0	0	9	9	0	

Overall Dimensions:  
14'-0" high x 20'-0" wide

Baseball Scoreboard  
BA-2019  
6'-0" high x 20'-0" wide

Top Ad Panel (Non-Backlit)  
5'-0" high x 20'-0" wide

Bottom Ad Panel (Non-Backlit)  
3'-0" high x 20'-0" wide

Gail Byard  
CTO, Knox County Schools  
912 S. Gay Street  
Knoxville, TN 37901  
865.594.1830  
Twitter: @KCS\_CTO  
<http://knoxschools.org/Page/2304>



*Joe*

## MASTER AGREEMENT

This agreement made between **Side Effects, Inc.**, herein called the "Company" and **Knox County Board of Education, on behalf of Hardin Valley Academy**, herein called the "School" do hereby agree to the following services:

Whereas, it is the desire of the Company to deliver to the School **electronic scoring and/or advertising equipment**, it is the desire of the Company to contract with advertisers to place advertising sponsors upon static, LED or scrolling advertising panels that are to be displayed during all regular season home sporting events at the sports venue(s) pertaining to the project.

NOW THEREFORE, the parties agree as follows:

1. **COST:** The Company will provide the equipment listed on the attached Equipment Addendum to the designated School once the necessary numbers of sponsors are secured and the money is collected at no cost to the School. Once the prospective sponsorship opportunities have been exhausted, the Company will determine whether Equipment List A or Equipment List B will be purchased by the Company. In the event that sponsorship dollars do not allow for either Equipment List to be purchased, the Company and the School will negotiate the equipment involved.
2. **SPONSOR SOLICITATION:** The Company is responsible for the solicitation of sponsor advertising. The Company is responsible for obtaining the advertising displays described in the Equipment Addendum.
3. **SPONSOR PRICING:** The Company shall set the sponsor cost and determine multi-year pricing. The School agrees to incentives listed in the Equipment Addendum for each of the sponsors through the duration of the sponsor's contract. Sponsors' contracts may not exceed the term of this agreement. The Company is responsible for collection of all advertising revenue.
4. **COPYRIGHTS:** The Company shall obtain the rights to use copyrighted materials from the sponsor or owner of the copyright for use in the intended advertising.
5. **COMMISSIONS & FEES:** The Company is entitled to a 50% commission from sales of the gross sponsorship dollars. The School is entitled to a 50% share of collected sponsorship revenue once all School equipment listed on the attached Equipment Addendum is paid for from the School's share of the revenue. Any signage purchased after the date of delivered equipment will be deducted from the gross collected sponsoring dollars before sharing the revenue. The School is responsible for installing signage after the initial installation date. If the Company arranges the installation of this additional signage, any installation costs will come from the School's share of the revenue (if available). Collected revenue is the amount of sponsor dollars collected minus any applicable sponsor finance charges or cancellation fees. Any revenue due to the School will be paid within 6 months from the time all sponsor revenue is collected and upon confirmation of equipment use and the fulfillment of sponsor incentives. There are no out of pocket costs to the School unless agreed upon and indicated in the attached Equipment Addendum.
6. **AD APPROVAL:** All proposed sponsors' displays or advertisements shall be provided to the school for review prior to their publication. If the School approves a sponsor and/or sponsor ad sign display and once installed requests that the sponsor and/or their display be removed, the School is responsible for all costs associated with the removal. School cannot accept liability for legal costs.
7. **AD DISPLAY:** The School agrees to display the sponsor ads in accordance to the general accepted practices to maximize exposure of the sponsor ads, including all regular season home sporting events as may be applicable. In the event that the School does not host regular season athletic events at the venue for an entire season, or should the School

**School Rep Initials** \_\_\_\_\_

voluntarily refuse to display the sponsors' displays/advertisements, the School will be responsible for any pro-rated sponsorship refunds.

8. **OWNERSHIP:** The School shall own the equipment upon delivery to the School campus site.
9. **MAINTENANCE:** The School shall be responsible for maintenance, repair and operation of the equipment. The School shall be responsible for installing replacement or additional ad panels. The Company will arrange the installation if there is project revenue available unless written notice is received. If there is no School revenue available, the School will be responsible for the cost of installation/repair, or the Company shall finance the cost of the installation/repair including any applicable finance fees, which shall not exceed 10% per year. All repairs shall be affected in a timely basis. The School shall benefit from all OEM equipment warranties.
10. **TERM:** The term of this agreement shall commence immediately and shall last until five (5) years from the date that the equipment is installed (scoreboard signage, sign cabinet) or is delivered (scoretable) whichever date is later. After this term, the agreement automatically renews thereafter on a year-to-year basis, for no more than five (5) additional years, unless written intent to terminate is given to the Company from the School 60 days prior to an anniversary of this agreement.
11. **TERMINATION:** Termination may occur in the event of the following:
  - a. If Company becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors.
  - b. The Company may cancel a Equipment Addendum in the event initial advertising revenue does not cover the equipment listed in the Equipment Addendum and the School and Company are not able to renegotiate the equipment involved. The Company is responsible for any refunds due sponsors.
12. **INSURANCE:** All contractors or subcontractors installing equipment or ads will carry comprehensive general and automotive liability insurance.
13. **OTHER PROJECTS:** Other intrusive sponsor/projects are not permitted. Existing programs are permissible and must be disclosed in writing at the time of signing. New signage/displays within the same venue inhibit the success of this project and thus are not permitted.
14. **GOVERNING LAW:** This agreement will be governed by and constructed in accordance with the laws of the State of Tennessee without reference or regard to conflict of law provisions or other laws of any jurisdiction that would cause the application of the laws of any jurisdiction other than the State of Tennessee. The parties agree that any litigation arising directly or indirectly out of, or in any way relating to this Agreement shall commence exclusively in a court of competent jurisdiction within Knox County, Tennessee, and by this Agreement, each party consents to the jurisdiction of these courts.

The terms and conditions of this agreement shall not be binding until signed by all parties, as appropriate, and shall be effective as dated below. The true term of this agreement will begin upon the installation of the equipment listed on the Equipment Addendum.

**The School**

**Side Effects, Inc.**

\_\_\_\_\_  
Authorized School Representative Signature / Date

\_\_\_\_\_  
Signature / Date

\_\_\_\_\_  
Printed Name / Title

\_\_\_\_\_  
Printed Name / Title

## EQUIPMENT ADDENDUM: Varsity Baseball Scoreboard

**School Name & Address:** Hardin Valley Academy  
 11345 Hardin Valley Rd  
 Knoxville, TN 37932

**Contact Name / Title:** Joseph Michalski  
**Phone Number:** (865) 690-9690  
**E-Mail:** joseph.michalski@knoxschools.org

**Equipment List A**  
 BA 2019 Daktronics Scoreboard  
 ~Wireless  
 ~Border Striping  
 School Panel  
 Static Sponsor Panels  
 ~Shipping  
 (8) 3' x 4' Overlay Panels to be hung at Varsity Football Stadium

**Equipment List A Total Cost: \$23,480.00**

**Equipment List B**  
 Static Sponsor Panels  
 ~Shipping

**Equipment List B Total Cost: \$28/ sq ft + Shipping (TBD)**

- Additional School Responsibilities:**
- Install the new equipment and provide any permits/city approvals if needed.
  - Provide necessary and adequate electrical power to new equipment.
  - School must install the equipment in a timely manner (45 days from equipment delivery unless agreed upon otherwise in writing from the Company) according to the sold design of the project (rendering will be provided). If the School fails to install the equipment in a timely manner, the Company will handle installation and the School will be required to pay the installation company directly.
  - Unload, store and accept equipment upon delivery. Report any damage to company.
  - Remove and dispose of, including but not limited to old equipment, prior structure, dirt and landscaping items.
  - Have the equipment in use for each sporting event at the facility.

**INCENTIVES for each Sponsor (to assist ad sales):** by signing this document you acknowledge that marked incentives are the responsibility of the school to provide to all sponsors for the length of this contract with Side Effects.

Special recognition at dedication night.

Public address announcement of each sponsor during each event at athletic site.

Ad in an athletic program or other program/yearbook (please specify \_\_\_\_\_). Size of ad \_\_\_\_\_. Deadline for the Sponsor to get the Ad Copy to the Athletic Department \_\_\_\_\_.

Sponsor night: One night for each sponsor to be honored and have the opportunity to hand out flier or coupons at one home game.

Family passes to all regular season home events \_\_\_ basketball, \_\_\_ football, \_\_\_ volleyball, \_\_\_ wrestling, \_\_\_ other \_\_\_\_\_.

Other: \_\_\_\_\_

Unless otherwise indicated, all revenue checks shall be sent to the school indicated above.

\_\_\_\_\_  
 Authorized School Representative                      Date                      Side Effects, Inc.                      Date

**KNOX COUNTY BOARD OF EDUCATION**

This document is approved by the Knox County Board of Education on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, as reflected in its minutes, and certified by its Chairperson.

\_\_\_\_\_  
BOARD CHAIR – Signature

\_\_\_\_\_  
BOARD CHAIR – Printed Name

Date: \_\_\_\_\_

**KNOX COUNTY GOVERNMENT**

\_\_\_\_\_  
MAYOR – Signature

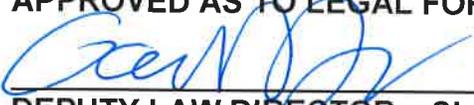
\_\_\_\_\_  
MAYOR – Printed Name

Date: \_\_\_\_\_

**KNOX COUNTY LAW DIRECTOR**

CONTRACT NO. 16-512  
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE

  
\_\_\_\_\_  
DEPUTY LAW DIRECTOR – Signature

  
\_\_\_\_\_  
DEPUTY LAW DIRECTOR – Printed Name

Date: 9/27/16

**VENDOR**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
COMPANY NAME (VENDOR)

Date: \_\_\_\_\_

**KNOX COUNTY SCHOOLS  
Facilities Department**

**TO:** Douglas L. Dillingham  
Supervisor of New Facilities and Construction

**FROM:** Joe Michalski

**DATE:** September 23, 2016

**SUBJECT:** Request for Board of Education Approval of a School Funded Project

I request you recommend this project to the Board of Education for approval. Supporting documentation is attached.

<b>Site</b>	Hardin Valley Academy baseball field
<b>Requested By:</b>	Joe Michalski (head baseball coach)
<b>Approved By: (School Principal)</b>	
<b>Phone</b>	(865) 690-9690
<b>Nature of the Project</b>	Replacement of existing scoreboard with new larger scoreboard. The existing scoreboard is too small and functions poorly. The project includes engineering and contractor installation.
<b>Cost of the Project</b>	\$7,190.00
<b>Funded By</b> <input checked="" type="checkbox"/> Check box if project is funded in whole or in part by money contained in a school account and submit a completed form BO-107 with this form.	The scoreboard company, Side Effects, is providing the scoreboard at zero cost. Engineering and installation will be funded by the HVA Baseball account.
<b>Cost to Knox County Schools</b>	\$0.00

**KNOX COUNTY BOARD OF EDUCATION  
INTERNAL SCHOOL FUNDS  
PURCHASE APPROVAL REQUEST**

1) School Hardin Valley Academy Date September 23, 2016

2) Item(s) to be Purchased (Note 1)

1) New Scoreboard Installation

2) \_\_\_\_\_

3) \_\_\_\_\_

4) \_\_\_\_\_

Attach additional page(s) as necessary

3) Purchase Amount (Note 2) \$ \$7,190.00

4) Vendor Sycamore Sign Services

5) Source(s) of Funding (Funds must be currently available)  
(Examples: School Coupon Book Sales Receipts, PTO/PTA, Booster Club, General School Funds, etc.)

Source 1	<u>HVA Baseball</u>	Account Number _____	Amount \$ <u>\$7,190.00</u>
Source 2	_____	Account Number _____	Amount \$ _____
Source 3	_____	Account Number _____	Amount \$ _____
Source 4	_____	Account Number _____	Amount \$ _____
<b>Total (Should Equal Item #3 Above)</b>			<b>\$ _____</b>

I certify that the purchase(s) requested above will be made in accordance with all applicable provisions of Knox County Board of Education Policy and the Tennessee Internal School Financial Management Manual.

Signed: Sallee H Reynolds

Principal: Sallee Reynolds

Date: September 23, 2016

Funds are available: [Signature] 9/26/16  
Supervisor of Student Activity Funds  
Money is w/in SSO.

NOTE: All purchases of supplies, materials, equipment, and contractual services at the school level of ten thousand dollars (\$10,000) or greater shall be based on competitive bids and approved by the Board of Education.

**Summary of total cost:**

Scoreboard (Side Effects, Inc)	\$0
Steel beams	\$740
Engineering services	\$700
<u>Installation (Sycamore Sign Service)</u>	<u>\$5,750</u>
	\$7,190

**From:** Brad Nicely [<mailto:Brad.Nicely@sycamoresignservice.com>]

**Sent:** Friday, September 23, 2016 3:29 PM

**Subject:** Re: Scoreboard

We can provide one or all line items.

Excavation/soil removal/set steel/pour concrete: \$1500

Concrete \$1125. There is a little extra in here for cave-ins and I also usually go just a little deeper than specified in case loose dirt falls in the hole. Makes inspectors happy.

Install scoreboard: \$2000. This would include two pieces of equipment.

Paint columns: \$625. Includes Sherwin-Williams DTM paint and misc supplies

Misc material: \$250. Angle, all-thread, hardware, 4x4 tubes, welding supplies, etc

Removal of existing scoreboard to grade at time of install. \$250

Permits at actual

Staff time to obtain permits I will waive costs.

There are possibly savings to be had as I mentioned above however there is also risk. There is always the possibility of encountering rock when drilling or having a cave-in that may require additional concrete. I would do my best to control these costs but additional costs can occur.

Brad Nicely  
Sycamore Sign Service  
865-804-6530



**AGENDA COMMITTEE MEETING**

**8.**

**Meeting Date:** 10/05/2016  
**Requested By:** TERRI COATNEY,  
KNOX COUNTY  
SCHOOLS  
**Department:** KNOX COUNTY SCHOOLS  
**Requires Expenditure of Funds:** YES **Funded in Current Budget:** YES  
**Appropriation Required:** NO

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Information

**CAPTION**

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Memorandum of Understanding with Knox County Parks and Recreation regarding use and maintenance of Knox County's Carter Park located at 9030 Asheville Highway, Knoxville, Tennessee.  
*(Schools)*

---

Attachments

Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING**

This is a memorandum of understanding between Knox County Parks and Recreation and Knox County Schools for Carter High School’s use of Knox County Park’s *Carter Park* at 9030 Asheville Highway, Knoxville, Tennessee entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Carter High School will have exclusive rights for the main baseball field and the main softball field at Carter Park, both fields located at the rear of the park from the entrance on Asheville Highway (see attached map) throughout each calendar year.

Should other entities wish to use either of the designated fields, permission, scheduling, and fees will be coordinated through Carter High School administration. Such special use for tournaments, camps and clinics may require fee payment relative to fees collected for participants similar to current Knox County Schools or Knox County Parks and Recreation rates.

Knox County Schools and Carter High School will provide all regular maintenance of the designated fields and pay all utility costs at t as a part of regular maintenance of the park, so long as funding is provided by the Knox County Board of Education and Knox County Commission to do so, or through direct funding by Carter High School or school support organizations.

Knox County Schools and Carter High School or its designees shall have first and exclusive right to operate all food and beverage concessions in the park for all games.

Carter High School shall have the right to sell school related merchandise such a shirts, hats, etc. at the park during Carter High School games or sponsored events.

This agreement shall automatically renew each year unless mutually terminated by both the Knox County Commission and the Knox County School Board.

For Knox County Parks and Recreation:

For Carter High School:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

See attached signature page for Knox County Schools and Knox County Government required signatures.

**KNOX COUNTY BOARD OF EDUCATION**

This document is approved by the Knox County Board of Education on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, as reflected in its minutes, and certified by its Chairperson.



\_\_\_\_\_  
BOARD CHAIR – Signature

\_\_\_\_\_  
BOARD CHAIR – Printed Name

Date: \_\_\_\_\_

**KNOX COUNTY GOVERNMENT**

\_\_\_\_\_  
MAYOR – Signature

\_\_\_\_\_  
MAYOR – Printed Name

Date: \_\_\_\_\_

**KNOX COUNTY LAW DIRECTOR**

CONTRACT NO. 16-536  
APPROVED AS TO LEGAL FORM

*[Signature]*  
DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE

Gary Duplar  
DEPUTY LAW DIRECTOR – Printed Name

Date: 9/27/16



KGIS Copyright - 2016

### Carter Park - 8.1 Acres

Designated High School Baseball and Softball Fields

Knoxville - Knox County - KUB Geographic Information System

Printed: 9/20/2016 at 7:53:29 AM



KGIS makes no representation or warranty as to the accuracy of the map and the information nor to its fitness for use. Any user of this map product receives the same AS IS, WITH ALL FAULTS, and assumes all responsibility for the use thereof, and further covenants and agrees to hold KGIS harmless from any and all damage, loss, or liability arising from any use of this map product.

**AGENDA COMMITTEE MEETING**

**9.**

**Meeting Date:** 10/05/2016  
**Requested By:** TERRI COATNEY,  
 KNOX COUNTY  
 SCHOOLS  
**Department:** KNOX COUNTY SCHOOLS  
**Requires Expenditure of Funds:** YES **Funded in Current Budget:** YES  
**Appropriation Required:** NO

Information

**CAPTION**

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Garrett A. Morgan Technology and Transportation Education Program Clearinghouse Grant Sub-Agreement with North Carolina A & T University for a Year 3 Work Plan and payment on a cost-reimbursement basis to the University in the amount of \$60,000.00 which shall be adjusted as additional funds are allotted from the Federal Highway Administration.  
*(Schools)*

Attachments

Sub-Agreement

Garrett A. Morgan Technology and Transportation  
Education Program Clearinghouse Grant

SUB-AGREEMENT between  
Knox County Schools, Inc.  
And  
North Carolina A & T University

THIS SUB-AGREEMENT is made effective as of the 19<sup>th</sup> day of September 2016, by and between Knox County Schools, Inc. (KCS) and North Carolina A & T University (UNIVERSITY).

WHEREAS, KCS has received funding from the Federal Highway Administration (FHWA) under grant number CFDA # 20.215;

WHEREAS, KCS's effort requires the participation of UNIVERSITY as set forth in the proposal which resulted in the above reward;

NOW THEREFORE, in consideration of the mutual promises set forth below, KCS and UNIVERSITY agree as follows:

**ARTICLE I. STATEMENT OF WORK**

The UNIVERSITY shall exercise its best effort to carry out the program described in Exhibit A "GAMTTEP Year 3 Work Plan", which is incorporated herein and made a part of this agreement. The UNIVERSITY is responsible for specific roles as defined in Exhibit B "Project Tasks and Roles". Specific tasks and timelines are subject to change over the course of this grant. This sub-agreement covers tasks and timelines agreed upon in writing by both parties and approved by FHWA for the duration of the project.

**ARTICLE II. PERIOD OF PERFORMANCE**

The period of performance for this sub-agreement will be for 24 months. The maximum period of performance commencing from the effective date of September 19, 2016 is 24 months.

**ARTICLE III. COST, BILLING AND PAYMENT**

- A. (i) This sub-agreement provides for payment on a cost-reimbursement basis. The total estimated cost shall be in general accordance with the budget attached as Exhibit C "Budget Detail". This sub-agreement covers all budget amendments agreed upon in writing by the UNIVERSITY and KCS and approved by FHWA.
- (ii) Invoices do not need to detail expenses by task. However, cost detail should provide breakout of all costs incurred including direct labor,

indirect costs, other direct costs, travel, etc. and identify the UNIVERSITY's cost share portions as applicable.

(iii) The amount authorized for expenditure (under the current allotment) is \$60,000 per attached budget. This amount shall be adjusted as additional funds are allotted from FHWA and shall match budget amendments submitted and approved by FHWA.

B. Payments shall be made to the UNIVERSITY by KCS according to invoices provided by the UNIVERSITY to:

Laura Denton, Grant Office  
Knox County Schools  
PO Box 2188  
Knoxville, TN 37901

Checks shall be made payable to North Carolina A & T University and shall be mailed to the following address:

North Carolina A&T State University  
Office of Contracts & Grants  
1601 E. Market Street  
Greensboro, NC 27411

All funds provided by The Knox County Schools under this sub-agreement shall be used in support of the work to be carried out under this sub-agreement as listed in Exhibit A hereto.

#### **ARTICLE IV. RECORDS AND AUDITS**

The UNIVERSITY shall maintain accurate records of all costs incurred in the performance of this work and agrees to allow representatives of KCS and FHWA reasonable access to its records to verify the validity of expenses reimbursed under this sub-agreement. UNIVERSITY hereby warrants that it conducts audits as required by OMB Circulars, federal cost principles, or cost accounting standards applicable to its performance as a recipient of U.S. *government* funds and that such audit has revealed no material findings (list of requirements may be found in Exhibit D Cooperative Agreement #DTFH6114G00004.) The UNIVERSITY shall maintain financial records, supporting documents and other records pertaining to this agreement for a period of the life of the agreement plus seven years from the termination date of this agreement. (Knox County rule.)

#### **ARTICLE V. PUBLICITY AND PUBLICATION**

Any press releases regarding this sub-agreement shall be issued in collaboration with the UNIVERSITY and KCS. An acknowledgement of FHWA support and a disclaimer must appear in any publication of any material, whether copyrighted or not, based on or developed under this sub-agreement, in the following terms:

“This material is based upon work supported by the Federal Highway Administration under Cooperative Agreement No. DTFH6114H00004.”

All material must also contain the following:

“Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the Author(s) and do not directly reflect the view of the Federal Highway Administration.”

#### **ARTICLE VI. PRE-EXISTING INTELLECTUAL PROPERTY RIGHTS OF THE PARTIES.**

Neither party claims by virtue of this Agreement any right, title, or interest in (a) any issued or pending patents owned or controlled by another party or (b) any invention, process, or product arising out of the other party’s previous research or development, whether or not patented or patentable.

#### **ARTICLE VII. INTELLECTUAL PROPERTY.**

Definition: The term "Intellectual Property" shall mean all inventions and developments (whether or not patentable) and other creative works (excluding theses, dissertations and scholarly publications) developed in the course of the performance of the work under this Agreement, including without limitation any patent, trademark, copyright, mask work right, or other property right pertaining to same.

Allocation of rights:

- (i) Both the UNIVERSITY and KCS agree to promptly disclose to the other all Intellectual Property developed in the course of the work under this Agreement.
- (ii) The Intellectual Property developed solely by the UNIVERSITY in the performance of work under this Agreement shall be owned by the UNIVERSITY.
- (iii) The Intellectual Property developed jointly by the UNIVERSITY and KCS in the performance of work under this Agreement shall be owned by the UNIVERSITY and KCS.
- (iv) The Intellectual Property developed solely by KCS in the performance of work under this Agreement shall be owned by KCS.

#### **ARTICLE VIII. KEY PERSONNEL**

- A. The UNIVERSITY’s principal contact is Principal Investigator, Miranda McBride. No substitutions may be made by UNIVERSITY without the written consent of KCS and FHWA.
- B. KCS’s principal contact is the Grant Development Manager, Laura Denton, who will provide project management to ensure all tasks associated with the project are fulfilled in accordance with the timeline.

#### **ARTICLE X. TERM AND TERMINATION**

In the event FHWA terminates the prime award in whole or in part, any and all sub-agreements under the prime award will be terminated. In the event of termination, the UNIVERSITY shall be entitled to reimbursement for all costs incurred to the date of termination and for all non-cancelable obligations. In no event, however, shall the termination settlement cause the total amount paid to UNIVERSITY to exceed the estimated cost set forth in Paragraph A of Article III above. Within sixty (60) days of the effective date of termination, the UNIVERSITY shall submit to KCS a final report, a final financial report and final invoice.

#### **ARTICLE XI. CONFIDENTIALITY**

It is expected that the work of this sub-agreement can be carried out without any of the parties disclosing confidential information to the other parties. However, should it become necessary to disclose confidential information, the parties will notify each other in advance of the disclosure and will negotiate in good faith with respect to protecting such confidential information.

#### **ARTICLE XII. INDEPENDENT CONTRACTOR**

The UNIVERSITY's relationship to KCS in the performance of this sub-agreement is that of an independent contractor.

#### **ARTICLE XIII. PRIME AWARD PROVISIONS AND ATTACHMENTS**

This sub-agreement is a sub-award under federal cooperative agreement #DTFH6114G00004 (Exhibit D), and subject to all provisions in Exhibit D.

#### **ARTICLE XIV. GOVERNING LAW**

This sub-agreement is made and entered into in the State of Tennessee and its validity and interpretation and the legal relations of the parties to it shall be governed by the law of the State of Tennessee, with venue exclusively in Knox County, Tennessee.

#### **ARTICLE XV. INTEGRATION**

This sub-agreement states the entire contract between the parties in respect to the subject matter of the sub-agreement and supersedes any previous written or oral representations, statements, negotiations, or agreements.

This sub-agreement may be modified only by written agreement executed by authorized representatives of both parties.

IN WITNESS WHEREOF, signifying their acceptance of and agreement to be bound by the terms and conditions of this sub-agreement, the signatures of the parties are affixed hereto:

The Knox County Schools

The North Carolina A & T University

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Knox County Board of Education Chair  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Knox County, Tennessee

Approved as to legal form:  
Contract No.

By: \_\_\_\_\_  
Tim Burchett  
Mayor

By: \_\_\_\_\_  
Gary Dupler  
Deputy Knox County Law Director

**KNOX COUNTY BOARD OF EDUCATION**

This document is approved by the Knox County Board of Education on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, as reflected in its minutes, and certified by its Chairperson.

\_\_\_\_\_  
BOARD CHAIR – Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
BOARD CHAIR – Printed Name

**KNOX COUNTY GOVERNMENT**

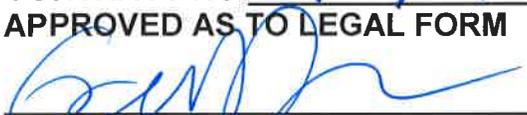
\_\_\_\_\_  
MAYOR – Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
MAYOR – Printed Name

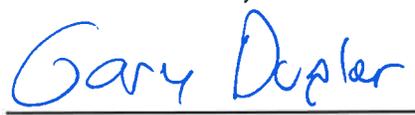
**KNOX COUNTY LAW DIRECTOR**

CONTRACT NO. 16-471  
APPROVED AS TO LEGAL FORM

  
\_\_\_\_\_  
DEPUTY LAW DIRECTOR – Signature

Date: 8/30/16

KNOX COUNTY, TENNESSEE

  
\_\_\_\_\_  
DEPUTY LAW DIRECTOR – Printed Name

**VENDOR**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
COMPANY NAME (VENDOR)

Date: \_\_\_\_\_

8-23-2016

GAMTTEP Year 3 Work Plan

**(Task 1 – Kick-off Meeting – Complete)**

**(Task 2 – Website Launch – Complete)**

**Task 3 – Existing Trans/Education Resources**

Goal: GAMTTEP.com is a legitimate clearinghouse of Transportation STEM education resources

Work	Deliverable	Deadline	Responsible Party
Identification, Review, Sharing of Existing Resources	Updated list shared with KCS weekly on including: news, events, contacts, lesson resources	Friday of each week	UTK CTR
Gap Analysis	List of “high need” topic areas	October 2016	KCS
Gap Analysis	List of “high need” topic areas	April 2016	KCS
Continued identification & Sharing	Material and content for the website including news, events, lessons, VCoP participants, student information	Ongoing – as team members come across information, it is to be added to the online platform for sharing for KCS to review OR as appropriate is to be emailed to KCS point of contact for inclusion on the website	KCS, NC A&T, UTK CTR, UT Ag, STEMspark

**Task 4 – New Resource Creation**

Goal: GAMTTEP.com houses innovative transportation education resources created to fill and/or activity specific gaps identified through careful analysis.

Work	Deliverable	Deadline	Responsible Party
Lesson Plan Creation & Review	40 GAMTTEP.com lessons	January 31, 2017	UTK - Ag
Mini grants to STEMx community	5 student centered STEM & transportation resources on the site	August 31, 2017	STEMspark

**Task 5 – Marketing**

Goal: GAMTTEP.com becomes a commonly known resource for teachers, students, parents, and professional on all things STEM Transportation education.

Work	Deliverable	Deadline	Responsible Party
Website	5-6 Conference Booths	End of Y3 (ongoing)	KCS is the lead with option to include others
Website	Traditional Print Adds	End of Y3 (ongoing)	Visual Voice via KCS
iBook	Send information to Technology Education professors nationally	End of Y3 (ongoing)	KCS
PBL Book	PBL excerpts included on blog and in conference bags	End of Y3 (ongoing)	KCS
To teachers	5-6 Conference Presentations & Booths – includes content bags	End of Y3 (ongoing)	KCS is the lead, with option to include others
To Parents	Traditional Print Adds	End of Y3 (ongoing)	Visual Voice via KCS
To Professionals	Conference Booth Completion	End of Y3 (ongoing)	KCS
To Students	Branded Items	End of Y3 (ongoing)	KCS
To Summit	On Website	May 5, 2017	KCS
Creating Marketing Materials	Content Bags, Booth setup, Branded Items	January 2017	KCS with Visual Voice

**Task 6 – Transportation & STEM Education Summit**

Goal: Bring together the STEM transportation community of practice for storytelling, network building and GAMTTEP.com awareness creation.

Work	Deliverable	Deadline	Responsible Party
Define Scope, Objectives, Budget	Overview Document	December 29, 2017	KCS
Communication to UTK and NC A&T of their roles in	NC A&T and UTK know their roles for the summit	January 16, 2017	KCS

8-23-2016

Summit prep			
Location and Date Selection	Location and Date Selected	April 28, 2017	KCS
Call for Proposals	Call for proposals and submitted proposals	May 1 – September 1, 2017	KCS
Review Proposals	Accepted Proposals & Notification	September 22, 2017	KCS
Solicit Exhibitors	20 exhibitors confirmed by year 3 end (continues for more into y4)	20 by September 18, 2017; (ongoing into Y4)	KCS

\*Note that the plan is for the event to occur in February 2018

### Task 7 – Digital Media Content Development

Goal: Provide engaging STEM transportation resources to be utilized by both teachers and students.

Work	Deliverable	Deadline	Responsible Party
Plan for already created content	Content is finalized and used	December 22, 2016	KCS (Fulton & L&N)
Webinar 1	Transportation and STEM Webinar Completed	December 22, 2016	KCS
Webinar 2	Transportation and STEM Webinar Completed	April 31, 2017	STEMspark
Webinar 3	Transportation and STEM Webinar Completed	September 18, 2017	NC A&T

### Task 8 – Virtual Community of Practice

Goal: Provide a platform for STEM transportation professionals and K-12 educators to connect and collaborate.

Work	Deliverable	Deadline	Responsible Party
Solicit Participation for VCoP	Contacts added to CoP list weekly	Ongoing – monitored by online platform	UT CTR
Solicit Participation for VCoP	Contacts added to CoP list weekly	Ongoing – monitored by online platform	NC A&T
Solicit Participation for VCoP	Contacts added to CoP list weekly	Ongoing – monitored by online platform	KCS

4 | GAMTTEP Y3 Work Plan  
8-23-16

Solicit Participation for VCoP	Contacts added to CoP list weekly	Ongoing – monitored by online platform	STEMspark
Participate in VCoP – UTK CTR	Write monthly “Career of the Month” post for the Blog	Second Tuesday of the Month (Oct 2016 – Sept 17)	UT CTR
Participate in VCoP – NC A&T	Write a “did you know” monthly blog about transportation	Third Tuesday of each Month (Oct 2016 – Sept 2017)	NC A&T
Participate in VCoP – STEMspark	Write monthly blog about Transportation issue around the world	Fourth Tuesday of each Month (Oct 2016 – Sept 2017)	STEMspark
Participate in VCoP – KCS	Moderate and respond to blog comments	ongoing	KCS
Participate in VCoP – KCS	Write Transportation in the classroom curricular tie blog once a month	First Tuesday of each Month (Oct 2016 – Sept 2017)	KCS
Participate in VCoP	Post News and Events	ongoing	KCS

**Task 9 – Problem Based Learning Books**

Goal: Provide high quality, inquiry based tools for k-12 educators to embed within content delivery.

Work	Deliverable	Deadline	Responsible Party
3-5 PBL Book Written, Reviewed, Formatted	Completed 3-5 PBL Book	October 31, 2016	UT Ag
6-8 PBL Book Written, Reviewed, Formatted	Completed 6-8 PBL Book	September 18, 2017	UT Ag
9-12 PBL Book in process	50% Complete 9-12 PBL Book	September 18, 2017	UT Ag

**Task 10 – Transportation iBooks for iPad**

Goal: Provide a digital resources that can be used at home or in the classroom for personalized engagement with STEM transportation education engagement

8-23-2016

Work	Deliverable	Deadline	Responsible Party
3-5 iBook Written, Reviewed, Formatted	Completed 3-5 iBook Book	October 1, 2016	UT - CTR
6-8 iBook Book Written, Reviewed	Completed 6-8 PBL Book	September 18, 2017	UT - CTR
9-12 iBook Book in process	50% Complete 9-12 iBook Book	September 18, 2017	UT - CTR

### Task 11 – Website Maintenance

Goal: GAMTTEP.com is THE destination for all STEM education online traffic.

Work	Deliverable	Deadline	Responsible Party
Final Version is Live		September 23, 2016	KCS via Visual Voice
Site administration responsibilities switch to KCS project lead	Webmaster Training	September 23, 2016	Visual Voice to KCS
Maintenance/Support	2 months of support allowing for tweaks, fixes and assistance	Through November 2016	Visual Voice (and KCS)
Maintenance/Support – KCS becomes Webmaster	Site is maintained	ongoing	KCS

### Task 12 – Project Management

Goal: KCS successfully implements the GAMTTEP Clearinghouse project, fostering national knowledge and conversation around STEM transportation education.

Work	Deliverable	Deadline	Responsible Party
KCS PM	Lead Project/task planning	Ongoing	KCS
KCS GM, KCS PM	Liaison between all stakeholders	Ongoing	KCS
KCS GM, KCS PM	Oversee progress report development	Reports due: October 2016 January 2017 April 2017 July 2017	KCS
KCS GM, KCS PM	Monitor project & budget	ongoing	KCS
KCS Team Member Complete Grant	Completed training	September 2017	KCS

Trainings			
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## **STATEMENT OF WORK**

### **Garrett A. Morgan Technology and Transportation Education Program Clearinghouse**

The Transportation Institute (TI) has agreed to continue its role as a participant in the “Garrett A. Morgan Technology and Transportation Education Program Clearinghouse” with the Knox County School System and the University of Tennessee – Knoxville. As a member of this team, the Transportation Institute will perform the following tasks:

- 1) Assist in the identification and sharing of material and content for the GAMTTEP.com website. This includes news, events, lessons, Virtual Community of Practice (VCoP) participants, and student information
- 2) Man conference booths and present information upon request to promote the GAMTTEP.com website
- 3) Create a webinar that teaches educators about a transportation business topic.
- 4) Solicit participation in the VCoP by adding to the contact list weekly.
- 5) Write a “did you know” monthly blog about transportation for the VCoP.

<b>North Carolina A &amp; T Garrett A. Morgan Year 3 Budget Detail</b>	
<b>Budget Category</b>	<b>Year 2</b>
Personnel	Faculty: Dr. Leaven's annual salary is \$92,000; if divided over a 9 month period this would be \$10,222/month. Therefore, 2 months @ 100% time during the summer would equate to \$20,444.
Benefits	Benefits 36% of personnel salaries above
Travel	Travel: Participation in two travel activities is anticipated. They are the STEM Education Summit, National STEM conference, or 2 state STEM conferences. Each conference will be 2-3 days in length with personnel arriving to the location on the eve of the conference. At least one person will attend each conference. At least two conferences will be attended in Year 3 of the project. Conferences TBD -\$2,500 (estimated flight \$500; lodging \$300x5=\$1,500; meals \$407 per GSA per diem rates; miscellaneous taxi/shuttle/etc) x 2 trips = \$5,000
Equipment	N/A
Supplies	N/A
Contractual	N/A
Construction	N/A
Other	N/A
Total Direct Costs	N/A
Indirect Costs	Year 2 at 21% approved indirect cost rate for NC A&T
Total	N/A

**AGENDA COMMITTEE MEETING**

**10.**

**Meeting Date:** 10/05/2016

**Requested By:** TERRI  
COATNEY,  
KNOX COUNTY  
SCHOOLS

**Department:** KNOX COUNTY SCHOOLS

**Requires Expenditure of Funds:** YES **Funded in Current Budget:** YES

**Appropriation Required:** NO

**Information**

**CAPTION**

Consideration of a Resolution of the Commission of Knox County, Tennessee approving Tennessee Arts Commission Student Ticket Subsidy Grants for Adrian Burnett Elementary, Amherst Elementary, Ball Camp Elementary, Bearden Elementary, Belle Morris Elementary, Blue Grass Elementary, Cedar Bluff Elementary, Christenberry Elementary, Corryton Elementary, East Knox County Elementary, Fountain City Elementary, Gap Creek Elementary, Gresham Middle, Inskip Elementary, Mooreland Heights Elementary, Mount Olive Elementary, New Hopewell Elementary, Pleasant Ridge Elementary, Powell Elementary, Sarah Moore Greene Elementary, Shannondale Elementary, South Knoxville Elementary, Spring Hill Elementary, West Haven Elementary, and West Hills Elementary Schools and also Fair Garden Family Center and Sam E. Hill Preschool in an amount up to \$41,409.00.  
*(Schools)*

**Attachments**

**Grant Listing**

2016-17 List of Knox County Schools Awarded Ticket Subsidy Grant from the Tennessee Arts Commission

School	Ticket Funding	Travel Funding	Funds Requested	Funds Awarded	Event Project Date	Artist Name	Event Project Title	Event Type	Total Students
Blue Grass Elementary	\$825.00	\$0.00	\$825.00	\$825.00	09-Mar-17	Runaway Puppet Theater	Theseus (or Punch & Judy)	In School	250
Inskip Elementary	\$600.00	\$385.00	\$985.00	\$985.00	27-Oct-16	Knoxville Symphony Orchestra	Knoxville Symphony Young People's Concert	Field Trip	100
Spring Hill Elementary	\$1,000.00	\$740.00	\$1,740.00	\$1,740.00	26-Oct-16	Knoxville Symphony Orchestra	Young People's Concert "Are We There Yet?"	Field Trip	230
Ball Camp Elementary	\$660.00	\$500.00	\$1,160.00	\$1,160.00	26-Oct-16	Knoxville Symphony Orchestra	Knoxville Symphony Orchestra's Young People's Concert	Field Trip	110
South Knoxville	\$875.00	\$0.00	\$875.00	\$875.00	22-Dec-16	Runaway Puppet Theater	Runaway Puppet Theater	In School	160
Powell Elementary School	\$912.00	\$420.00	\$1,332.00	\$1,332.00	26-Oct-16	Knoxville Symphony Orchestra	Knoxville Symphony Orchestra's Very Young People's Concerts: Cloudy with a Chan	Field Trip	152
Mount Olive Elementary	\$840.00	\$330.00	\$1,170.00	\$1,170.00	26-Oct-16	Knoxville Symphony Orchestra	Knoxville Symphony Orchestra Young People's Concert	Field Trip	140
Amherst Elementary	\$792.00	\$650.00	\$1,442.00	\$1,442.00	26-Oct-16	Knoxville Symphony Orchestra	KSO's Young People's Concerts	Field Trip	132
Corryton Elementary	\$660.00	\$400.00	\$1,060.00	\$1,060.00	28-Oct-16	Knoxville Symphony Orchestra	KSO Young People's Concert	Field Trip	110
New Hopewell Elementary	\$798.00	\$375.00	\$1,173.00	\$1,173.00	28-Oct-16	Knoxville Symphony Orchestra	Young People's Concert	Field Trip	132
Mooreland Heights Elementary	\$984.00	\$300.00	\$1,284.00	\$1,284.00	25-Jan-17	Knoxville Symphony Orchestra	KSO's 2017 Very Young People's Symphony	Field Trip	135
Christenberry Elementary School	\$1,080.00	\$850.00	\$1,930.00	\$1,930.00	26-Oct-16	Knoxville Symphony Orchestra	Knoxville Symphony Orchestra's Young People's Concert	Field Trip	176

2016-17 List of Knox County Schools Awarded Ticket Subsidy Grant from the Tennessee Arts Commission

Fair Garden Community Center	\$625.00	\$0.00	\$625.00	\$625.00	10-Nov-16	Bright Star Touring Theatre	Arts in PreK	In School	165
Fountain City Elementary	\$1,212.00	\$630.00	\$1,842.00	\$1,842.00	27-Oct-16	Knoxville Symphony Orchestra	Young People's Concerts	Field Trip	202
Pleasant Ridge Elementary School	\$486.00	\$450.00	\$936.00	\$936.00	26-Oct-17	Knoxville Symphony Orchestra	Knoxville Symphony Orchestra Young People's Concerts	Field Trip	81
West Hills Elementary School	\$900.00	\$550.00	\$1,450.00	\$1,450.00	28-Oct-16	Knoxville Symphony Orchestra	Knoxville Symphony Concert	Field Trip	150
Shannondale Elementary	\$3,000.00	\$0.00	\$3,000.00	\$3,000.00	17-Oct-16	Annamaria Gundlach	Exploring Clay	In School	450
West Haven Elementary School	\$756.00	\$500.00	\$1,256.00	\$1,256.00	26-Oct-17	Knoxville Symphony Orchestra	Knoxville Symphony Field Trip	Field Trip	125
Bearden Elementary School	\$1,056.00	\$500.00	\$1,556.00	\$1,556.00	25-Jan-17	Knoxville Symphony Orchestra	Knoxville Symphony Orchestra's Very Young People's Concert: Cloudy with a Chanc	Field Trip	144
Belle Morris Elementary	\$1,584.00	\$750.00	\$2,334.00	\$2,334.00	25-Jan-17	Knoxville Symphony Orchestra	Knoxville Symphony Orchestra's Very Young People's Concerts	Field Trip	198
Gresham Middle School	\$1,650.00	\$1,350.00	\$3,000.00	\$3,000.00	16-Dec-16	Clarence Brown Theatre	"A Christmas Carol"	Field Trip	275
Inskip Elementary	\$704.00	\$210.00	\$914.00	\$914.00	25-Jan-17	Knoxville Symphony Orchestra	KSO Very Young People's Concert	Field Trip	80
Adrian Burnett Elementary	\$1,092.00	\$800.00	\$1,892.00	\$1,892.00	26-Oct-16	Knoxville Symphony Orchestra	KSO Young People's Concert	Field Trip	180
Gap Creek Elementary	\$666.00	\$300.00	\$966.00	\$966.00	24-Feb-17	Tennessee Children's Dance Ensemble	TCDE Spring Concert	Field Trip	111

2016-17 List of Knox County Schools Awarded Ticket Subsidy Grant from the Tennessee Arts Commission

Sam E. Hill Preschool	\$795.00	\$0.00	\$795.00	\$795.00	09-Feb-17	Bright Star Touring Theatre	Meet Dr. King	Field Trip	225
Cedar Bluff Elementary	\$1,080.00	\$1,000.0 0	\$2,080.00	\$2,080.00	28-Oct-16	Knoxville Symphony Orchestra	Knoxville Symphony Orchestra's Young Persons Concert	Field Trip	180
Tennessee School for the Deaf	\$1,050.00	\$1,350.0 0	\$2,400.00	\$2,400.00	24-Feb-17	Tennessee Children's Dance Ensemble	TCDE Spring Concert	Field Trip	175
East Knox County Elementary	\$552.00	\$370.00	\$922.00	\$922.00	28-Oct-16	Knoxville Symphony Orchestra	Guide to the Orchestra	Field Trip	90
Sarah Moore Greene	\$2,125.00	\$740.00	\$2,865.00	\$2,865.00	07-Mar 17	Classic Productions for Students	Seussical the Musical	Field Trip	250

**AGENDA COMMITTEE MEETING**

**11.**

**Meeting Date:** 10/05/2016  
**Requested By:** TERRI  
COATNEY,  
KNOX COUNTY  
SCHOOLS  
**Department:** KNOX COUNTY SCHOOLS  
**Requires Expenditure of Funds:** YES                      **Funded in Current Budget:** YES  
**Appropriation Required:** NO

---

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Memorandum of Understanding with Great Schools Partnership for a grant in the amount of \$40,000.00 for Central High School's Accelerated and Recovery Online Program for the 2016-2017 school year.

*(Schools)*

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Attachments

Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING**

DATE: September 15, 2016  
TO: Mike Reynolds, Central High School Principal  
FROM: Stephanie Welch, Interim President  
RE: 2016 – 2017 Accelerated and Recovery Online Program

Great Schools Partnership has approved the \$40,000 phase II budget for 2016 – 2017 for the accelerated and recovery online program. Below is the timeline and reporting expectations to receive full payment:

October 2016 – a check will be issued directly to school for \$20,000.

January 2017 – Fall report of goals:

1. Increase college going rate to 65% for class of 2017
2. Increase dual enrollment by 25% from 42 to 52 students
3. Increase student success rate in dual enrollment to 85%
4. Increase graduation rate from 93% in 2016 to 94% in 2017

Upon receipt of fall report – a check for 50% of remaining budget balance will be issued for spring semester.

June 2017 – Final report that includes year-end data related to goals and best practices and lessons learned for scaling up. Upon receipt of year-end data, final payment of the remaining balance will be processed.

Your Signature below confirms your acceptance of the terms and conditions of this grant

\_\_\_\_\_  
Mike Reynolds, Principal

\_\_\_\_\_  
Date

*see attached signature page*

**KNOX COUNTY BOARD OF EDUCATION**

This document is approved by the Knox County Board of Education on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, as reflected in its minutes, and certified by its Chairperson.

\_\_\_\_\_  
BOARD CHAIR – Signature

\_\_\_\_\_  
BOARD CHAIR – Printed Name

Date: \_\_\_\_\_

**KNOX COUNTY GOVERNMENT**

\_\_\_\_\_  
MAYOR – Signature

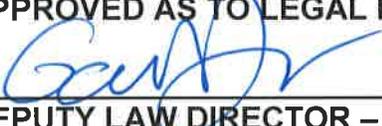
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MAYOR – Printed Name

Date: \_\_\_\_\_

**KNOX COUNTY LAW DIRECTOR**

CONTRACT NO. 16-514  
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE

  
\_\_\_\_\_  
DEPUTY LAW DIRECTOR – Signature

  
\_\_\_\_\_  
DEPUTY LAW DIRECTOR – Printed Name

Date: 9/27/16

**VENDOR**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
COMPANY NAME (VENDOR)

Date: \_\_\_\_\_

**AGENDA COMMITTEE MEETING**

**12.**

**Meeting Date:** 10/05/2016  
**Requested By:** TERRI  
COATNEY,  
KNOX COUNTY  
SCHOOLS  
**Department:** KNOX COUNTY SCHOOLS  
**Requires Expenditure of Funds:** YES **Funded in Current Budget:** YES  
**Appropriation Required:** NO

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Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Memorandum of Understanding with Great Schools Partnership for a grant in the amount of \$12,750.00 for Gibbs High School's Tutoring Center for the 2016-2017 school year.  
*(Schools)*

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Attachments

Memorandum of Understanding

## MEMORANDUM OF UNDERSTANDING

DATE: September 15, 2016  
TO: Jason Webster, Gibbs High School Principal  
FROM: Stephanie Welch, Interim President  
RE: 2016 – 2017 Tutoring Center Grant

Great Schools Partnership has approved your 2016 -2017 tutoring center budget of \$12,750.00. Below is the timeline and reporting expectations to receive full payment:

October 2016 – a check will be issued directly to school for 50% of approved annual budget.

January 2017 – Fall report of goals:

1. Students who attend the Tutoring Center will have a 90% passing rate for the classes for which they attend tutoring.
2. Seniors who attend the Tutoring Center will have a 100% graduation rate.
3. 85% of students who attend AP Test Prep through the Tutoring Center will score a “3” or better on AP Exams.
4. Attend collaborative meeting with other tutoring sites fall and spring semesters.

Upon receipt of fall report – a check for 25% of the approved budget will be issued for spring semester.

June 2017 – Final report that includes goals, year-end data related to goals and best practices and lessons learned for scaling up. Upon receipt of year-end data, final payment of the remaining balance will be processed.

Your Signature below confirms your acceptance of the terms and conditions for Gibbs High School’s Tutoring Center Grant.

\_\_\_\_\_  
Jason Webster, Principal

\_\_\_\_\_  
Date

*See attached signature page*

**KNOX COUNTY BOARD OF EDUCATION**

This document is approved by the Knox County Board of Education on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, as reflected in its minutes, and certified by its Chairperson.

\_\_\_\_\_  
**BOARD CHAIR – Signature**

Date: \_\_\_\_\_

\_\_\_\_\_  
**BOARD CHAIR – Printed Name**

**KNOX COUNTY GOVERNMENT**

\_\_\_\_\_  
**MAYOR – Signature**

Date: \_\_\_\_\_

\_\_\_\_\_  
**MAYOR – Printed Name**

**KNOX COUNTY LAW DIRECTOR**

CONTRACT NO. 16-315  
APPROVED AS TO LEGAL FORM

  
\_\_\_\_\_  
**DEPUTY LAW DIRECTOR – Signature**

Date: 9/27/16

**KNOX COUNTY, TENNESSEE**

  
\_\_\_\_\_  
**DEPUTY LAW DIRECTOR – Printed Name**

**VENDOR**

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**

\_\_\_\_\_  
**COMPANY NAME (VENDOR)**

Date: \_\_\_\_\_

**AGENDA COMMITTEE MEETING**

**13.**

**Meeting Date:** 10/05/2016  
**Requested By:** TERRI  
COATNEY,  
KNOX COUNTY  
SCHOOLS  
**Department:** KNOX COUNTY SCHOOLS  
**Requires Expenditure of Funds:** YES                      **Funded in Current Budget:** YES  
**Appropriation Required:** NO

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Information

**CAPTION**

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Memorandum of Understanding with Great Schools Partnership for a grant in the amount of \$12,224.00 for West High School's Verizon Center for Academic Excellence Athletic Tutoring, Credit Recovery and ACT Plan for the 2016-2017 school year.  
*(Schools)*

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Attachments

Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING**

DATE: September 15, 2016  
TO: Ashley Jessie, West High School Principal  
FROM: Stephanie Welch, Interim President  
RE: 2016 – 2017 VERIZON Center for Academic Excellence Athletic Tutoring, Credit Recovery and ACT Plan

Great Schools Partnership has approved your 2016 -2017 budget of \$12,224.00. Below is the timeline and reporting expectations to receive full payment:

October 2016 – a check will be issued directly to school for 50% of the approved budget.

January 2017 – Fall report of goals:

1. Increase overall passing percentage rate for students who are assigned to After School Tutoring or elect to attend after school tutoring.
2. Increase graduation rate to 91%.
3. Increase ACT composite score average by .5 from 21.4 to 21.9.
4. Increase percentage of students meeting or exceeding all four ACT benchmarks from 29% to 32%.
5. Attend collaborative meeting with other tutoring sites fall and spring semesters.

Upon receipt of fall report – a check for 25% of the approved budget will be issued for spring semester.

June 2017 – Final report that includes goals, year-end data related to goals and best practices and lessons learned for scaling up. Upon receipt of year-end data, final payment of the remaining balance will be processed.

Your Signature below confirms your acceptance of the terms and conditions for the VERIZON Center for Academic Excellence Athletic Tutoring Center Grant.

\_\_\_\_\_  
Ashley Jessie, Principal

\_\_\_\_\_  
Date

*See attached signature page*

**KNOX COUNTY BOARD OF EDUCATION**

This document is approved by the Knox County Board of Education on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, as reflected in its minutes, and certified by its Chairperson.

\_\_\_\_\_  
BOARD CHAIR – Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
BOARD CHAIR – Printed Name

**KNOX COUNTY GOVERNMENT**

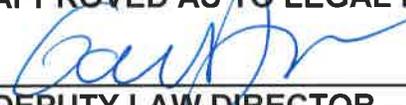
\_\_\_\_\_  
MAYOR – Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
MAYOR – Printed Name

**KNOX COUNTY LAW DIRECTOR**

CONTRACT NO. 16-516  
APPROVED AS TO LEGAL FORM

  
\_\_\_\_\_  
DEPUTY LAW DIRECTOR – Signature

Date: 9/27/16

KNOX COUNTY, TENNESSEE

  
\_\_\_\_\_  
DEPUTY LAW DIRECTOR – Printed Name

**VENDOR**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
COMPANY NAME (VENDOR)

Date: \_\_\_\_\_

**AGENDA COMMITTEE MEETING**

**14.**

**Meeting Date:** 10/05/2016  
**Requested By:** TERRI  
COATNEY,  
KNOX COUNTY  
SCHOOLS  
**Department:** KNOX COUNTY SCHOOLS  
**Requires Expenditure of Funds:** YES                      **Funded in Current Budget:** YES  
**Appropriation Required:** NO

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Information

**CAPTION**

Consideration of a Resolution of the Commission of Knox County, Tennessee approving the application, receipt of funds, and grant contract with the State of Tennessee, Tennessee Arts Commission for Mooreland Heights Elementary School in the amount of \$16,000.00 with required matching funds in the amount of \$8,000.00 for the purpose of expanding, improving and developing the arts.  
(Schools)

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Attachments

Grant Contract

16-520



**GOVERNMENTAL GRANT CONTRACT**

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

<b>Begin Date</b> 7/1/2016	<b>End Date</b> 6/15/2017	<b>Agency Tracking #</b> 31625-29685	<b>Edison ID</b> PO from DGA#48729		
<b>Grantee Legal Entity Name</b> Mooreland Heights Elementary			<b>Edison Vendor ID</b> 3940		
<b>Subrecipient or Contractor</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		<b>CFDA # NA</b>  <b>Grantee's fiscal year end 06/30/17</b>			
<b>Service Caption (one line only)</b> Arts Program Categorical Grants - AE					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2017	\$16,000.00	0.00	0.00	0.00	\$16,000.00
<b>TOTAL:</b>	\$16,000.00	0.00	0.00	0.00	\$16,000.00
<b>Grantee Selection Process Summary</b>					
<input checked="" type="checkbox"/> Competitive Selection		As described in delegated grant authority 48729			
<input type="checkbox"/> Non-competitive Selection					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.  <i>COLOR White</i>			<b>CPO USE - GG</b>		
<b>Speed Chart (optional)</b> 28		<b>Account Code (optional)</b> 71303000			

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
TENNESSEE ARTS COMMISSION  
AND  
MOORELAND HEIGHTS ELEMENTARY**

This grant contract, by and between the State of Tennessee, Tennessee Arts Commission, hereinafter referred to as the "State" or the "Grantor State Agency" and Mooreland Heights Elementary, hereinafter referred to as the "Grantee," is for the provision of Arts Program Categorical services- AE-VP, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 3940

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall plan and execute projects for the purpose of expanding, improving and developing the arts in Tennessee in the single category AE-VP identified below in accordance with application number 29685.
- a. Arts Access (AA): offers direct support for arts projects and/or technical assistance to arts organizations of color and arts project support to organizations whose programs and services primarily benefit diverse cultures of color and/or persons with disabilities.
  - b. Arts Education (AE)/Funds at Risk Youth (FAY): aims to integrate the arts into basic school curriculum and to provide arts activities and educational opportunities to under-served and at-risk youth in rural and urban communities in Tennessee. Emphasis on exposure to, experience in, and appreciation of the arts and awakening of natural creativity.
  - c. Arts Project Support (APS): provides funds for a wide variety of quality arts and humanities projects and public programs.
  - d. Rural Arts Project Support (RAPS): provides funds for a wide variety of arts projects and programs for organizations located in counties with lower population.
  - e. Partnership Support (PS)-formerly General Operating Support (GOS) - provides non-project assistance toward ongoing-administrative and programmatic costs. Applicants must be an established, single entity arts-committed organization or an art council or arts center responsible for their own programming.
  - f. Major Cultural Institutions (MCI): offers general, non-project-specific support to those well-established Tennessee Arts organizations, which represent the highest level of quality programs and administration.
  - g. Cultural Education Partnership (CEP): offers general, non-project support to well-established, free-standing, and accredited 501 (c) (3) college/university level arts educational institutions.
  - h. Special Opportunities (SPECOP): provides funds for unexpected but important art activities throughout the Commission's fiscal year.
  - i. Technical Assistance (TA): provides funds for special technical assistance, often by out-of-state consultants, during the Commission's fiscal year and is for intensive work needed to strengthen the applicant organization.
  - j. Touring arts program (TOUR): brings professional performers to communities across the state by providing for financial assistance to qualified Tennessee presenters. Grant funds are used to pay a portion of the artist's fee, which is established by the artist.
  - k. Commission Initiatives (CI), including Targeted Arts Development Initiative: provides for funds for special requests to the Commission from Tennessee organizations for one-time projects that do not fit into one of the Commission's regular grant programs.
  - l. Creative Placemaking (CP): projects use arts or cultural assets to enhance the distinctive character of one or more local Tennessee places for positive economic and community outcomes.

- m. Individual Artist Fellowships (IAF): awards fellowships to outstanding artists who live and work in Tennessee for the purpose of expanding, improving and developing their artistic talents. No specific project has to be carried out with funds for this award.
  - n. Professional Development Support (PDS): to help Tennessee art administrators and/or individual artists of all disciplines to take advantage of unique opportunities that will significantly benefit their work or career development in Tennessee.
  - o. Arts Education-Teacher Incentives (AE-TI): to help full-time K-12 educators to take advantage of unique opportunities that will significantly benefit their work or career development in arts integration.
- A.3. Required Use of Tennessee Arts Commission Logo. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the Tennessee Arts Commission logo image supplied by the State at <http://tnartscommission.org/about-us/tennessee-arts-commission-brand/logos/>.
- In addition, the Grantee is strongly encouraged to incorporate elements of the Arts License Plate Communications Toolkit at <http://tnartscommission.org/about-us/tennessee-arts-commission-brand/arts-license-plate-communications-toolkit/> and Gift-a-Tag Toolkit at <http://tnspecialtyplates.org/arts-toolkits/gift-a-tag-toolkit-for-the-arts/> in agency communications including print advertising, websites, e-letters, social media, press releases, talking points and/or other mechanisms as may be determined effective by the Grantee.
- A.4. Grant Application. The Grantee shall employ funds made available under this grant in accordance with the project/program submitted in application number 29685 (which is on file with the State in the offices of the Tennessee Arts Commission) for Arts360 Schools subject to the policies of the State at <http://tnartscommission.org/legal-requirements/> and to the standard state approved terms and conditions. The Grantee, under the Grant Contract, will spend funds solely for the purposes set forth in application number 29685.
- A.5. Affirmative Duty to Report Major Organizational Change. Any grantee whose contract maximum liability in section C.1. exceeds \$10,000 shall promptly notify the State in writing of any significant changes in the organization's structure, leadership or financial circumstances that could affect services provided under the grant contract.
- A.6. Required Training. The grantee shall comply with all requirements of Title VI of the Civil Rights Act 1964, including annual training of grantee or grantee organization employees utilizing materials provided by the State. TN public school grantees may meet the requirement through Title VI training system of the TN Department of Education. Written documentation of training shall be maintained for a period of three (3) full years from the date of the final payment under the grant and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or duly appointed representatives.
- A.7. Required participation in economic impact study data collection. Upon request of the State via Americans for the Arts, the grantee shall provide financial and program data for the 2016 national study of the economic impact of nonprofit arts and culture activities. The title of the study is Arts & Economic Prosperity 5 with further information available at <http://tnartscommission.org/arts-economic-study/>
- A.8. Individual Artist Fellowships. For Individual Artist Fellowships described in A.2.m, the Grant provides funds to individual artists of all disciplines who live and work in Tennessee for the purpose of expanding, improving and further developing their artistic talents. NO matching funds are required and no specific project has to be carried out with the funds.
- A.9. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity

regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
- b. the State grant proposal solicitation as may be amended, if any;
- c. the Grantee's proposal on file at the office of the Tennessee Arts Commission incorporated to elaborate supplementary scope of services specifications.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective on 7/1/2016 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Sixteen Thousand Dollars and No Cents (\$16,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in section C.1. Up to forty percent (40%) of the maximum liability shall be paid to the Grantee in advance upon approval of this Grant Contract and submission of a request for payment. Then, upon progress toward the completion of the work, as described in section A of this Grant Contract, the Grantee shall submit invoices for payment prior to any additional reimbursement of allowable costs. The total of all payments to the Grantee shall not exceed the maximum liability of this Grant Contract.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Arts Commission  
401 Charlotte Avenue  
Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice/Reference Number (assigned by the Grantee).
- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: Tennessee Arts Commission.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
  - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
  - ii. The amount reimbursed by Grant Budget line-item to date.
  - iii. The total amount reimbursed under the Grant Contract to date.
  - iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to ten percent (10%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within thirty (30) calendar days of the Grant Contract end date and in form and substance acceptable to the Grantor State Agency.

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
  - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State of Tennessee.
  - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the

maximum total amount reimbursable by the Grantor State Agency pursuant to this Grant Contract, as detailed by E.2 shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.

- b. If total disbursements by the Grantor State Agency pursuant to this Grant Contract exceed the Maximum Liability, the Grantee shall refund the difference to the Grantor State Agency. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - c. The Grantor State Agency shall not be responsible for the payment of any invoice submitted after the grant disbursement reconciliation report. The Grantor State Agency will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the Grantor State Agency.
  - d. The Grantee's failure to provide a final grant disbursement reconciliation report as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the Grantor State Agency pursuant to this Grant Contract.
  - e. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are not carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- a. Notwithstanding the foregoing, the Tennessee Arts Commission may contract with an entity for which a current employee of a State of Tennessee public higher education institution is providing art-related professional services as an employee or independent contractor outside his/her hours of state employment, provided that such outside employment does not conflict with applicable law or the public higher education institution's rules, policies, or guidelines.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:  
The State:

Anne B. Pope, Executive Director  
Tennessee Arts Commission  
401 Charlotte Avenue  
Nashville, TN 37243-0780  
[Anne.B.Pope@tn.gov](mailto:Anne.B.Pope@tn.gov)  
Telephone # (615) 741-1701  
FAX # (615) 741-8559

The Grantee:

Brandi Self, Principal  
Mooreland Heights Elementary  
5315 Magazine Rd.  
Knoxville, TN 37920-5738  
[brandi.self@knoxschools.org](mailto:brandi.self@knoxschools.org)  
Telephone # 865-579-2105  
FAX # 865-579-2189

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. Reserved.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.
- The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.
- In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.
- The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.
- The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.
- Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.
- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at [fa.audit@tn.gov](mailto:fa.audit@tn.gov). At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes

and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment B.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment or motor vehicles under this Grant Contract.

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations

directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

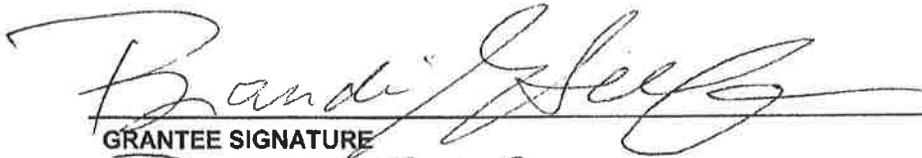
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Grantee Participation. Grantee Participation contains two (2) components, a Match Requirement and a goal component. The Match Requirement is Eight Thousand Dollar Amount (\$8,000.00), and is computed as a requirement that the grantee match \$1.00 for every \$2.00 provided in State grant funds. The maximum total amount reimbursable by the State pursuant to this Grant Contract shall be reduced by the amount of any Grantee failure to meet the Match Requirement. The Grantee Participation amount in excess of the Match Requirement is a goal, and failure to expend funds in excess of the Match Requirement will not impact the reimbursement from the State.

**IN WITNESS WHEREOF,**

**MOORELAND HEIGHTS ELEMENTARY:**

  
\_\_\_\_\_  
GRANTEE SIGNATURE

9/15/16  
\_\_\_\_\_  
DATE

Brandi Self  
\_\_\_\_\_  
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

**TENNESSEE ARTS COMMISSION:**

\_\_\_\_\_  
ANNE B. POPE, EXECUTIVE DIRECTOR

\_\_\_\_\_  
DATE

# Tennessee Arts Commission

## Revised Budget Form

Name of Grantee: Mooreland Heights--Knox County Schools Arts360

Tracking/Application Number: 31625-29685

Commission Funds Awarded: 16,000

Project Ending Date: 6/15/2017

### Expense:

	Applicant Cash Match	Arts Commission Funds	Total Expense
1. Permanent Personnel:			
Administrative	2,000	<input type="text"/>	<input type="text"/> 0
Artistic	<input type="text"/>	<input type="text"/>	<input type="text"/> 0
Technical/Production	<input type="text"/>	<input type="text"/>	<input type="text"/> 0
2. Contracted Fees and Services:			
Administrative	<input type="text"/>	<input type="text"/>	<input type="text"/> 0
Artistic	<input type="text"/>	11,000	<input type="text"/> 0
Technical/Production	<input type="text"/>	<input type="text"/>	<input type="text"/> 0
Other	<input type="text"/>	<input type="text"/>	<input type="text"/> 0
3. Accessibility:	<input type="text"/>	<input type="text"/>	<input type="text"/> 0
4. Space Rental:	<input type="text"/>	<input type="text"/>	<input type="text"/> 0
5. Travel:	<input type="text"/>	<input type="text"/>	<input type="text"/> 0
6. Marketing:	<input type="text"/>	<input type="text"/>	<input type="text"/> 0
7. Remaining Operating Expenses:	6,000	5,000	<input type="text"/> 0
8. Capital Expenditures/ Acquisitions:	<input type="text"/>	*	<input type="text"/> 0
9. Total Cash Expenses:	8,000	16,000	24,000

\* Tennessee Arts Commission funds cannot be used in this category

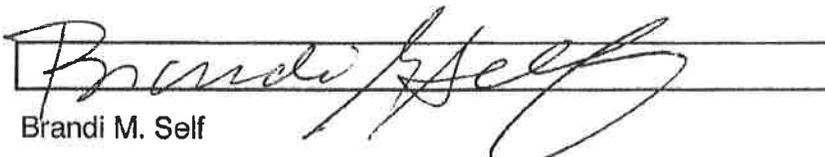
# Revised Budget Form – Page 2

## Income: Match Income for awarded Commission grant only.

### Applicant Cash Match

10. Admissions:	<input type="text"/>	
11. Contracted Services:	<input type="text"/>	
12. Other:	<input type="text"/>	
<b>Contributions:</b>		
13. Corporate:	<input type="text"/>	
14. Foundation:	<input type="text"/>	
15. Other Private:	<input type="text"/>	
<b>Government:</b>		
16. Federal:	<input type="text"/>	
17. State/Regional:	<input type="text"/>	
18. City/County:		8,000
19. Existing Funds: (Operational Budget or Reserves)	<input type="text"/>	
20. In-Kind Contributions (Do not include as a match)		Total In-Kind Contribution <input type="text"/>
21. Commission Funds Awarded:		16,000
22. Total Cash Income**	<input type="text" value="24,000"/>	

\*\* Total Cash Income must be at least as much as Total Cash Expenses.

Signature:   
Name: Brandi M. Self  
Title: Principal  
Date: 9/15/2016

# STRATEGIES SUPPORT

## ENGLISH LANGUAGE LEARNERS

- Speak slower, not louder.
- Provide outlines, advanced organizer, or visual guides.
- Write down key terms on the board.
- Integrate games.
- Read written instructions. Repeat.
- Write key concept vocabulary on a Word Wall.
- Integrate listening centers.
- Model new skills.
- Extend test time.
- Don't rescue ELLs when they struggle to speak - smile, relax your feet, face, and hands, and wait (it's hard to be tense when those body parts are loose).
- Think-pair-share.
- Provide exemplars of successful projects.
- Let students use their home language in the classroom to solve work.
- Use pictures, sketches, and graphic organizers.
- Make videos of presentations for ELLs to replay if needed.
- Liberally use checks for understanding.
- Pair up ELLs with strong oral and written English skills.
- Share a picture glossary.
- Teach with cooperative learning.
- Provide opportunities for low-stakes writing.

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, as reflected in its minutes, and certified by its Chairperson.

\_\_\_\_\_  
BOARD CHAIR – Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
BOARD CHAIR – Printed Name

KNOX COUNTY GOVERNMENT

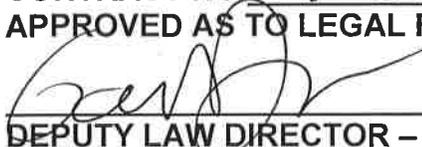
\_\_\_\_\_  
MAYOR – Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
MAYOR – Printed Name

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-520  
APPROVED AS TO LEGAL FORM

  
\_\_\_\_\_  
DEPUTY LAW DIRECTOR – Signature

Date: 9/27/16

KNOX COUNTY, TENNESSEE

Gary Dupler  
\_\_\_\_\_  
DEPUTY LAW DIRECTOR – Printed Name

\_\_\_\_\_  
VENDOR

DIRECTOR OF SCHOOLS

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
BUZZ THOMAS, Interim Superintendent  
Knox County Schools  
Agrees to the Conditions Herein

\_\_\_\_\_  
COMPANY NAME (VENDOR)  
Date: \_\_\_\_\_

Date: \_\_\_\_\_

**AGENDA COMMITTEE MEETING**

**15.**

**Meeting Date:** 10/05/2016  
**Requested By:** TERRI  
COATNEY,  
KNOX COUNTY  
SCHOOLS  
**Department:** KNOX COUNTY SCHOOLS  
**Requires Expenditure of Funds:** YES **Funded in Current Budget:** YES  
**Appropriation Required:** NO

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Information

**CAPTION**

Consideration of a Resolution of the Commission of Knox County, Tennessee approving an application, receipt of funds, and grant contract with the State of Tennessee, Tennessee Arts Commission for Mooreland Heights Elementary School in the amount of \$12,000.00 with required matching funds in the amount of \$6,000.00 for the purpose of expanding, improving and developing the arts in Tennessee.  
*(Schools)*

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Attachments

Grant Contract



# GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

<b>Begin Date</b> 7/1/2016	<b>End Date</b> 6/15/2017	<b>Agency Tracking #</b> 31625-29684	<b>Edison ID</b> PO from DGA#48729
-------------------------------	------------------------------	---	---------------------------------------

<b>Grantee Legal Entity Name</b> Mooreland Heights Elementary	<b>Edison Vendor ID</b> 3940
--	---------------------------------

<b>Subrecipient or Contractor</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor	<b>CFDA # NA</b>
	<b>Grantee's fiscal year end 6/30/17</b>

**Service Caption (one line only)**  
Arts Program Categorical Grants - AE

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2017	\$500.00	\$11,500.00	0.00	0.00	\$12,000.00
<b>TOTAL:</b>	\$500.00	\$11,500.00	0.00	0.00	\$12,000.00

<b>Grantee Selection Process Summary</b>	
<input checked="" type="checkbox"/> Competitive Selection	As described in delegated grant authority 48729
<input type="checkbox"/> Non-competitive Selection	

**Budget Officer Confirmation:** There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

*CPO USE - GG*

*Carol White*

<b>Speed Chart (optional)</b> 28/22	<b>Account Code (optional)</b> 71303000
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**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
TENNESSEE ARTS COMMISSION  
AND  
MOORELAND HEIGHTS ELEMENTARY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Tennessee Arts Commission, hereinafter referred to as the "State" or the "Grantor State Agency" and Mooreland Heights Elementary, hereinafter referred to as the "Grantee," is for the provision of Arts Program Categorical services- AE-VP, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 3940

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall plan and execute projects for the purpose of expanding, improving and developing the arts in Tennessee in the single category AE-VP identified below in accordance with application number 29684.
- a. Arts Access (AA): offers direct support for arts projects and/or technical assistance to arts organizations of color and arts project support to organizations whose programs and services primarily benefit diverse cultures of color and/or persons with disabilities.
  - b. Arts Education (AE)/Funds at Risk Youth (FAY): aims to integrate the arts into basic school curriculum and to provide arts activities and educational opportunities to under-served and at-risk youth in rural and urban communities in Tennessee. Emphasis on exposure to, experience in, and appreciation of the arts and awakening of natural creativity.
  - c. Arts Project Support (APS): provides funds for a wide variety of quality arts and humanities projects and public programs.
  - d. Rural Arts Project Support (RAPS): provides funds for a wide variety of arts projects and programs for organizations located in counties with lower population.
  - e. Partnership Support (PS)-formerly General Operating Support (GOS) - provides non-project assistance toward ongoing-administrative and programmatic costs. Applicants must be an established, single entity arts-committed organization or an art council or arts center responsible for their own programming.
  - f. Major Cultural Institutions (MCI): offers general, non-project-specific support to those well-established Tennessee Arts organizations, which represent the highest level of quality programs and administration.
  - g. Cultural Education Partnership (CEP): offers general, non-project support to well-established, free-standing, and accredited 501 (c) (3) college/university level arts educational institutions.
  - h. Special Opportunities (SPECOP): provides funds for unexpected but important art activities throughout the Commission's fiscal year.
  - i. Technical Assistance (TA): provides funds for special technical assistance, often by out-of-state consultants, during the Commission's fiscal year and is for intensive work needed to strengthen the applicant organization.
  - j. Touring arts program (TOUR): brings professional performers to communities across the state by providing for financial assistance to qualified Tennessee presenters. Grant funds are used to pay a portion of the artist's fee, which is established by the artist.
  - k. Commission Initiatives (CI), including Targeted Arts Development Initiative: provides for funds for special requests to the Commission from Tennessee organizations for one-time projects that do not fit into one of the Commission's regular grant programs.
  - l. Creative Placemaking (CP): projects use arts or cultural assets to enhance the distinctive character of one or more local Tennessee places for positive economic and community outcomes.

- m. Individual Artist Fellowships (IAF): awards fellowships to outstanding artists who live and work in Tennessee for the purpose of expanding, improving and developing their artistic talents. No specific project has to be carried out with funds for this award.
- n. Professional Development Support (PDS): to help Tennessee art administrators and/or individual artists of all disciplines to take advantage of unique opportunities that will significantly benefit their work or career development in Tennessee.
- o. Arts Education-Teacher Incentives (AE-TI): to help full-time K-12 educators to take advantage of unique opportunities that will significantly benefit their work or career development in arts integration.

- A.3. Required Use of Tennessee Arts Commission Logo. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the Tennessee Arts Commission logo image supplied by the State at <http://tnartscommission.org/about-us/tennessee-arts-commission-brand/logos/> .

In addition, the Grantee is strongly encouraged to incorporate elements of the Arts License Plate Communications Toolkit at <http://tnartscommission.org/about-us/tennessee-arts-commission-brand/arts-license-plate-communications-toolkit/> and Gift-a-Tag Toolkit at <http://tnspecialtyplates.org/arts-toolkits/gift-a-tag-toolkit-for-the-arts/> in agency communications including print advertising, websites, e-letters, social media, press releases, talking points and/or other mechanisms as may be determined effective by the Grantee.

- A.4. Grant Application. The Grantee shall employ funds made available under this grant in accordance with the project/program submitted in application number 29684 (which is on file with the State in the offices of the Tennessee Arts Commission) for Arts Education Value Plus school, subject to the policies of the State at <http://tnartscommission.org/legal-requirements/> and to the standard state approved terms and conditions. The Grantee, under the Grant Contract, will spend funds solely for the purposes set forth in application number 29684.
- A.5. Affirmative Duty to Report Major Organizational Change. Any grantee whose contract maximum liability in section C.1. exceeds \$10,000 shall promptly notify the State in writing of any significant changes in the organization's structure, leadership or financial circumstances that could affect services provided under the grant contract.
- A.6. Required Training. The grantee shall comply with all requirements of Title VI of the Civil Rights Act 1964, including annual training of grantee or grantee organization employees utilizing materials provided by the State. TN public school grantees may meet the requirement through Title VI training system of the TN Department of Education. Written documentation of training shall be maintained for a period of three (3) full years from the date of the final payment under the grant and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or duly appointed representatives.
- A.7. Required participation in economic impact study data collection. Upon request of the State via Americans for the Arts, the grantee shall provide financial and program data for the 2016 national study of the economic impact of nonprofit arts and culture activities. The title of the study is Arts & Economic Prosperity 5 with further information available at <http://tnartscommission.org/arts-economic-study/>
- A.8. Individual Artist Fellowships. For Individual Artist Fellowships described in A.2.m, the Grant provides funds to individual artists of all disciplines who live and work in Tennessee for the purpose of expanding, improving and further developing their artistic talents. NO matching funds are required and no specific project has to be carried out with the funds.
- A.9. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity

regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
  - b. the State grant proposal solicitation as may be amended, if any;
  - c. the Grantee's proposal on file at the office of the Tennessee Arts Commission incorporated to elaborate supplementary scope of services specifications.
- A.10. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment C, is incorporated in this Grant Contract.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective on 7/1/2016 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Twelve Thousand Dollars and No Cents (\$12,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in section C.1. Up to forty percent (40%) of the maximum liability shall be paid to the Grantee in advance upon approval of this Grant Contract and submission of a request for payment. Then, upon progress toward the completion of the work, as described in section A of this Grant Contract, the Grantee shall submit invoices for payment prior to any additional reimbursement of allowable costs. The total of all payments to the Grantee shall not exceed the maximum liability of this Grant Contract.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Arts Commission  
401 Charlotte Avenue  
Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Tennessee Arts Commission.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
    - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
    - ii. The amount reimbursed by Grant Budget line-item to date.
    - iii. The total amount reimbursed under the Grant Contract to date.
    - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
  - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
  - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to ten percent (10%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within thirty (30) calendar days of the Grant Contract end date and in form and substance acceptable to the Grantor State Agency.

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
- i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State of Tennessee.

- ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the Grantor State Agency pursuant to this Grant Contract, as detailed by E.2 shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
  - b. If total disbursements by the Grantor State Agency pursuant to this Grant Contract exceed the Maximum Liability, the Grantee shall refund the difference to the Grantor State Agency. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - c. The Grantor State Agency shall not be responsible for the payment of any invoice submitted after the grant disbursement reconciliation report. The Grantor State Agency will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the Grantor State Agency.
  - d. The Grantee's failure to provide a final grant disbursement reconciliation report as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the Grantor State Agency pursuant to this Grant Contract.
  - e. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are not carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other

agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the

section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

a. Notwithstanding the foregoing, the Tennessee Arts Commission may contract with an entity for which a current employee of a State of Tennessee public higher education institution is providing art-related professional services as an employee or independent contractor outside his/her hours of state employment, provided that such outside employment does not conflict with applicable law or the public higher education institution's rules, policies, or guidelines.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Anne B. Pope, Executive Director  
Tennessee Arts Commission  
401 Charlotte Avenue  
Nashville, TN 37243-0780  
[Anne.B.Pope@tn.gov](mailto:Anne.B.Pope@tn.gov)  
Telephone # (615) 741-1701

FAX # (615) 741-8559

The Grantee:

Brandi Self, Principal  
Mooreland Heights Elementary  
5315 Magazine Rd.  
Knoxville, TN 37920-5738  
[brandi.self@knoxschools.org](mailto:brandi.self@knoxschools.org)  
Telephone # 865-579-2105  
FAX # 865-579-2189

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. Reserved.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State

Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at [fa.audit@tn.gov](mailto:fa.audit@tn.gov). At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment B.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment or motor vehicles under this Grant Contract.

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaroud plans or other means. A strike, lockout or labor dispute shall not

excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

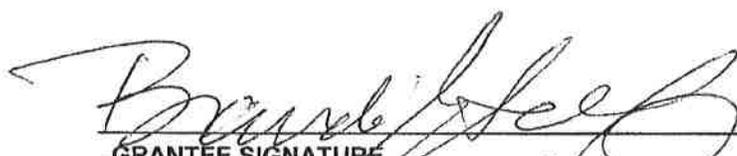
**E. SPECIAL TERMS AND CONDITIONS:**

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Grantee Participation. Grantee Participation contains two (2) components, a Match Requirement and a goal component. The Match Requirement is Six Thousand Dollar Amount (\$6,000.00), and is computed as a requirement that the grantee match \$1.00 for every \$2.00 provided in State grant funds. The maximum total amount reimbursable by the State pursuant to this Grant Contract shall be reduced by the amount of any Grantee failure to meet the Match Requirement. The Grantee Participation amount in excess of the Match Requirement is a goal, and failure to expend funds in excess of the Match Requirement will not impact the reimbursement from the State.

IN WITNESS WHEREOF,

**MOORELAND HEIGHTS ELEMENTARY:**

  
GRANTEE SIGNATURE

  
DATE

  
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

**TENNESSEE ARTS COMMISSION:**

\_\_\_\_\_  
ANNE B. POPE, EXECUTIVE DIRECTOR

\_\_\_\_\_  
DATE

# Tennessee Arts Commission

## Revised Budget Form

Name of Grantee: Mooreland Heights

Tracking/Application Number: 31625-29684

Commission Funds Awarded: 16,000

Project Ending Date: 6/15/2017

**Expense:**

	Applicant Cash Match	Arts Commission Funds	Total Expense
1. Permanent Personnel:			
Administrative		<input type="text"/>	<input type="text" value="0"/>
Artistic	<input type="text"/>	<input type="text"/>	<input type="text" value="0"/>
Technical/Production	<input type="text"/>	<input type="text"/>	<input type="text" value="0"/>
2. Contracted Fees and Services:			
Administrative	<input type="text"/>	<input type="text"/>	<input type="text" value="0"/>
Artistic	<input type="text"/>	7,000	<input type="text" value="0"/>
Technical/Production	<input type="text"/>		<input type="text" value="0"/>
Other		<input type="text"/>	<input type="text" value="0"/>
3. Accessibility:	<input type="text"/>	<input type="text"/>	<input type="text" value="0"/>
4. Space Rental:	<input type="text"/>		<input type="text" value="0"/>
5. Travel:	<input type="text"/>	<input type="text"/>	<input type="text" value="0"/>
6. Marketing:	<input type="text"/>	<input type="text"/>	<input type="text" value="0"/>
7. Remaining Operating Expenses:	6,000	5,000	<input type="text" value="0"/>
8. Capital Expenditures/ Acquisitions:	<input type="text"/>	*	<input type="text" value="0"/>
9. Total Cash Expenses:	6,000	12,000	18,000

\* Tennessee Arts Commission funds cannot be used in this category

# Revised Budget Form – Page 2

## Income: Match Income for awarded Commission grant only.

### Applicant Cash Match

- 10. Admissions:
- 11. Contracted Services:
- 12. Other:

#### Contributions:

- 13. Corporate:
- 14. Foundation:
- 15. Other Private:

#### Government:

- 16. Federal:
- 17. State/Regional:
- 18. City/County:  6,000
- 19. Existing Funds: (Operational Budget or Reserves)

20. In-Kind Contributions (Do not include as a match) Total In-Kind Contribution

21. Commission Funds Awarded: 12,000

22. Total Cash Income\*\* 18,000

\*\* Total Cash Income must be at least as much as Total Cash Expenses.

Signature: 

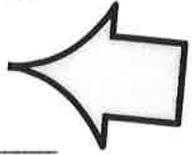
Name: Brandi M. Self

Title: Principal

Date: 9/15/2016

**KNOX COUNTY BOARD OF EDUCATION**

This document is approved by the Knox County Board of Education on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, as reflected in its minutes, and certified by its Chairperson.



\_\_\_\_\_  
BOARD CHAIR – Signature

\_\_\_\_\_  
BOARD CHAIR – Printed Name

Date: \_\_\_\_\_

**KNOX COUNTY GOVERNMENT**

\_\_\_\_\_  
MAYOR – Signature

\_\_\_\_\_  
MAYOR – Printed Name

Date: \_\_\_\_\_

**KNOX COUNTY LAW DIRECTOR**

CONTRACT NO. 16-519  
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE

  
DEPUTY LAW DIRECTOR – Signature

Gary Dwyer  
DEPUTY LAW DIRECTOR – Printed Name

Date: 9/27/16

\_\_\_\_\_  
VENDOR

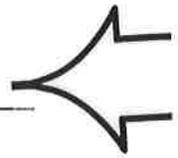
**DIRECTOR OF SCHOOLS**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
BUZZ THOMAS, Interim Superintendent  
Knox County Schools  
Agrees to the Conditions Herein

\_\_\_\_\_  
COMPANY NAME (VENDOR)  
Date: \_\_\_\_\_

Date: \_\_\_\_\_



**AGENDA COMMITTEE MEETING**

**16.**

**Meeting Date:** 10/05/2016  
**Requested By:** TERRI  
COATNEY,  
KNOX COUNTY  
SCHOOLS  
**Department:** KNOX COUNTY SCHOOLS  
**Requires Expenditure of Funds:** YES **Funded in Current Budget:** YES  
**Appropriation Required:** NO

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Information

**CAPTION**

Consideration of a Resolution of the Commission of Knox County, Tennessee approving an application and receipt of funds from a Laura Bush Foundation Grant for Vine Middle School in the amount of \$6,800.00 for the purpose of closing gaps in the school's library collection.

*(Schools)*

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Attachments

Application and Information

**Board of Education Grant Application Summary Page**

Grantor	Laura Bush Foundation
Name of School/Program/Department that will receive the grant	Vine Middle Magnet School Library
Grant Name (a simple phrase to describe the grant for the Board of Education)	Laura Bush Foundation grant
Amount of matching funds required by grant	0
Amount of grant award that will fund KCS personnel	0
The total award amount	\$6800
If award amount is different from requested amount, please state difference and explain	N/A
A brief statement of how this grant supports the Knox County Schools strategic plan	This grant supports the goal of focusing on every student by providing funds to close gaps in the library collection at Vine.
KCS Grant Applicant name	Jennifer Randolph
KCS Grant Applicant phone #	865-594-4461



# The Laura Bush Foundation: 2015-2016 Application

Laura Bush Foundation For America's Libraries <laurabushfoundation@bushcenter.org>

Mon 5/16/2016 11:16 AM

Inbox

To: JENNIFER RANDOLPH <jennifer.randolph@knoxschools.org>;



THE LAURA BUSH FOUNDATION  
FOR AMERICA'S LIBRARIES

**Congratulations! Your school has been selected to receive a library grant from the Laura Bush Foundation for America's Libraries.**

Our mission is to help encourage a love of reading and learning for students. The Laura Bush Foundation for America's Libraries provides library grants to schools like yours to expand, update, and diversify your book and print collection.

The award checks are being processed and will be sent to the school at the attention of the principal. **You can expect to receive it within the next 5 to 10 business days.**

Per the grant guidelines of the [Laura Bush Foundation](#), the grant is to be used to fulfill school library book and magazine requests. Use of the funds for shelving or furniture of any kind, equipment (i.e. computers, electronic readers, Kindles, etc.), staffing, software, videos, guides, tests or exams, classroom book sets, or similar items, is prohibited.

At the end of the 2016-2017 academic year, you will be asked to submit a grant report on how the funds were used. No documentation from you is required until these forms are distributed in May 2017.

The press release for today's grant announcement can be found [here](#). You are encouraged to share this announcement with your local media and communications offices, as well as any other schools in your district that may be interested in applying. More information regarding

the Laura Bush Foundation can be found at [www.laurabushfoundation.org](http://www.laurabushfoundation.org).

Please [contact us](#) if you have any questions or would like a template press release for your school. We appreciate your commitment to improving your school library and look forward to hearing how your students have enjoyed their new books!

---

**The Laura Bush Foundation For America's Libraries**

2943 SMU Boulevard, Dallas, Texas 75205

Phone: 214-200-4300 | Fax: 214-200-4378 | Email: [laurabushfoundation@bushcenter.org](mailto:laurabushfoundation@bushcenter.org)

[Privacy Policy](#) | [Email Preferences](#)

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# News Archive

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*May 16, 2016*

## **The Laura Bush Foundation for America's Libraries Awards More Than \$831,000 in Grants to School Libraries**

Dallas, TX – Today, Mrs. Laura Bush announced that more than \$831,000 is being distributed to 130 school libraries from 30 states across the country through the 2016 library grants from The [Laura Bush Foundation for America's Libraries](http://www.laurabushfoundation.org) (<http://www.laurabushfoundation.org>).

“Congratulations to the schools and libraries that have been awarded a 2016 Laura Bush Foundation for America's Libraries grant!” said Mrs. Laura Bush. “With this grant, your librarian will order new books and materials for your school – something everyone can enjoy. I challenge every student to build your reading skills during the summer break, and come back to your new and improved school library ready to learn next year. “

Mrs. Bush welcomed Dallas-area library grant recipients to the George W. Bush Presidential Center on Sunday as part of a public event celebrating the release of her and daughter Jenna Bush Hager's new children's book, *Our Great Big Backyard*, a picture book tribute to national parks. Librarians from Dallas Environmental Science Academy (Dallas ISD) and Ann Windle School for Young Children (Denton ISD) were each given a signed copy of the new book to include in their school library collections. Mrs. Bush, who read the new book to children at the Bush

Cambridge Elementary School – Concord, CA

Kermit McKenzie Junior High School – Guadalupe, CA

Jordan-Plus High School – Long Beach, CA

Buchanan Street Elementary School – Los Angeles, CA

Dr. Julian Nava Learning Academy – Los Angeles, CA

McFarland Middle School – McFarland, CA

Montclair High School – Montclair, CA

James Monroe High School – North Hills, CA

Elm Street Elementary School – Oxnard, CA

Dr. Martin Luther King, Jr. Middle School – San Francisco, CA

Walnut Park Middle School – Walnut Park, CA

Florence Crittenton High School – Denver, CO

John Winthrop School – Bridgeport, CT

Duggan Elementary School – Waterbury, CT

Maloney Magnet School – Waterbury, CT

Rotella Interdistrict Magnet School – Waterbury, CT

Sprague Elementary School – Waterbury, CT

Kelly Miller Middle School – Washington, DC

**PLEASE NOTE:** Every question should be answered. If a question is inapplicable to your school, please fill in "Not Applicable," "N/A," "None," or another word that indicates why you are not answering a question. *Your application will not be read if it is incomplete.*

## **PART I: CONTACT INFORMATION**

*\*indicates a **REQUIRED** field*

### **1. Name of School:**

Vine Middle Magnet School

### **2. Name of School District or Governing Organization:**

Knox County Schools

### **3. School's Federal Employer Tax Identification Number:**

621514781

### **4. School's Mailing Address:**

Street Line 1

1807 Martin Luther King Jr Ave

Street Line 2

City

Knoxville

State

Tennessee

Zip Code

37915

### **5. School's Phone Numbers:**

Telephone:

8655944461

Fax Number

### **6. Principal Information:**

Personal Title

Mrs.

Last Name:

White

First Name:

Cindy

Email:

cindy.white@knoxschools.org

**7. Person Completing the Application:**

Personal Title

Mrs.

Last Name:

Randolph

First Name:

Jennifer

Title:

School Librarian

Email:

jennifer.randolph@knoxschools.org

Telephone:

8652960979

**8. Is the person filling out this application responsible for carrying out the activities described in this proposal?**

Yes

**PLEASE NOTE:** Preference will be given to applications that are prepared by the person in your school specifically responsible for the library. We believe that the person on-site who is responsible for the day-to-day operations of the library has the best understanding of its status, needs, and potential.

## **PART II: STRUCTURE AND OPERATION**

*\*indicates a **REQUIRED** field*

**9. Which of the following best describes grades served at the school?**

Middle/Jr. High School

Please specify:

Middle School - grades 6-8

**10. Which of the following best describes the school?**

Public

**11. School's NCES Information:**

NCES School ID:

470222000820

169

The NCES [ed.gov](http://ed.gov) website is available if you need to search for this information.

*If this is a secondary school using data from feeder schools, please list all schools that feed into your high school. Provide the name and NCES School ID for each school:*

**12. What percentage of the student body is eligible for Free or Reduced Lunch (FRL)?**

96 - 100%

**13. How many students are enrolled for the 2015-2016 school year?**

314

**14. How many books are in your school's library collection?**

6368

**15. How many books per student does this provide?** *This answer will be automatically calculated based on responses to questions #13 and #14.*

20.280254777070063

**16. During the 2014-2015 school year, how many titles from each of the following were checked out of the library?**

Books:

689

e-Books

0

Magazines / Serials

6

**17. What is the distance to the nearest public library?**

1 - 5 miles

**18. Does your school have a certified school librarian on-site who runs the day-to-day operations of the library?**

Yes

**19. Does the person primarily responsible for the library have a second responsibility in the school?** (i.e. classroom teacher, counselor, secretary, etc.)

Yes

If "Yes," please describe:

I teach one 45 minutes research and information literacy class to sixth graders.

**20. Does the person primarily responsible for the library have support staff or other help?** (i.e. aides, clerks, para-professionals, volunteers)

etc.)

No

**21. Please provide the following information regarding the library book budget for the 2015-2016 school year.** Refer to the Frequently Asked Questions for definitions of items to be considered as part of a library book budget.

A. Total library book budget provided for the 2015-2016 school year:

1864

B. Total library magazine / serial budget provided for the 2015-2016 school year:

136

C. Total funds from other sources to be used for books or magazines:

0

D. How much is this per student? *This answer will be automatically calculated based on responses to questions #13 and #21 A, B, and C.*

6.369426751592357

## **PART III: THE PROPOSAL**

Your responses should provide a compelling explanation of your students' needs in the clearest descriptions possible. Remember that grant funds are *only* for library books, and magazine/serial copies or subscriptions. Please reference the Frequently Asked Questions prior to completing this section. *\*indicates a **REQUIRED** field*

**22. Give a broad overview of the strengths and weaknesses of your library, as well as a description of your library collection improvement goals:**

The Vine Middle Magnet School library is in the midst of a major transformation. In 2013, the school was reconstituted due to poor performance, which led to the hiring of an entirely new staff – including the librarian – and administration. The collection prior to 2013 did not reflect the interests or the reading abilities of the students at Vine, and anecdotal evidence shows that students and staff did not feel welcome into the library space or to use library resources. Since 2013, diligent efforts have been made to align the collection with the needs of students and staff, communicate and collaborate with staff members to positively impact student learning, and make the library a welcoming and comfortable space. Circulation numbers have steadily increased, more and more students are attending programs or just choosing to spend time in the library, and students are being empowered with opportunities to express their voices through the student library leadership team and

frequent surveys and polls about library services.

While there have been many successes, there is still much work to be done, particularly in the area of collection development. Although Vine is seeing steady and promising improvement, the majority of the student population reads well below grade level. Unfortunately, the collection is sorely lacking in titles that would appeal to the interests and reading abilities of lower-level middle school readers. Additionally, while the collection provides for approximately 20 books per student, well above the typically suggested number of twelve books per students, many books, particularly in non-fiction and biography, have an average age of thirteen years, making them irrelevant to most students. In fact, according to the latest Titlewise analysis of the collection, nine areas of materials are beyond the acceptable age range, while the offerings in eight reporting classes were considered to be significantly low. And again, many of the titles that are available still do not fall in the reading level range of the majority of students. And finally, Vine is also experiencing new and rapid growth in its population of English Language Learners, with the population of ELL students nearly doubling in one year. While the group is diverse, the majority of students in the ESL program are native Spanish speakers. Unfortunately, resources have not been available to provide materials in Spanish for these students.

The Vine Middle Magnet School library has two main to collection improvement goals. One is to increase the number of fiction and non-fiction books available to our students, especially those who are reading below the third grade level and our Spanish-speaking students, so that each student has access to at least 12 books at his or her reading level. The second is to update the non-fiction categories that are beyond the acceptable age range for the collection so that students have access to relevant and current non-fiction text.

**23. Every school is unique. What distinguishes your school, student population, and your library? What role does your school library play in addressing your students' needs?**

Vine Middle Magnet School is unique in many ways. It is one of only a handful of urban schools in what is a large, generally suburban district. The neighborhood that it serves has a strong history within the African-American community, but like many urban communities, has experienced a decline in more recent years. At this time, the school is considered to be 100% eligible<sup>172</sup> for free and reduced lunch and breakfast through the USDA Community Eligibility Provision program

Vine serves students in two public housing developments, and while the demographics of the school are fluid due to a growing ELL population, the student population remains predominantly African-American.

For many years, Vine has served as a magnet school; first as a fine arts magnet school and now as a STEAM school. The curriculum is centered on the integration of the arts along with the STEM disciplines. Vine is also a 1:1 school, so every student in the building has the opportunity for personalized learning using laptops. Vine was also the first middle school in the system to become a community school, which provides after school programs through community partnerships. We have a supremely dedicated staff that not only works an extended day but also regularly volunteers for extra duties ranging from coaching sports to serving at pancake fundraiser breakfasts. Our community is supportive in the many ways that it can be, but oftentimes it is up to staff members to provide the funds and the time necessary to give our students the resources they need and deserve. In 2013, Vine was reconstituted in anticipation of being named as a Priority school by the state of Tennessee for performing in the lowest 5% of schools statewide. As a result, a new administrative team was hired and all staff members were required to re-apply for their jobs. Only six staff members returned. Vine was officially named as a Priority school in 2015. However, during the 2014-2015 school year, Vine earned a growth measure of 5, an increase from a growth measure of 1 the previous year. Vine is now also on an extended day schedule with thirty extra minutes a day spent on independent reading and literature activities. Our students at Vine are unique in that they have wholeheartedly taken on the challenge of change. They have learned to be brave in trying new things. They have learned to build new relationships and adapt to new procedures and policies. Many students have not only met the challenge but are now also taking on leadership roles as members of student council, the student library leadership team, and Project U, our anti-bullying student organization. The final missing piece for many of our students is academic; building the skills and experiences necessary to be learning at grade level and beyond. And many of those skills and experiences rest on being able to read at or above grade level. We are moving closer, but additional resources are needed to finally close the gap.

**24. What is your proposal to the Laura Bush Foundation? Considering the conditions you described, what specific student needs and library goals are you addressing?**

so that they are making significant progress toward reading on grade level. Realistically, students may gain a year to two years within one school year, with extra support. Students must have the time and the reading materials in order to work toward making that progress. Our extended day is providing the time to read. Now the library collection must meet the challenge of filling in the gaps in the collection that will provide adequate reading materials for all of our students at the appropriate reading levels. Currently, according to recent Lexile testing, approximately 70% of our students are reading below grade level. Of that number, approximately 20% are reading at a third grade level or below. Further, approximately half of those students are reading at a first grade level or below. We do not at this time have an adequate number of books at the third grade level or below to meet the needs of these students. In fact, the collection currently only allows for 5 books per student at the 2nd-3rd grade level and less than two books per student at the first grade level. Additionally, as our population of Spanish-speaking ELL students grows, and is projected to continue to do so, there is a great need for books written in Spanish to help bridge the gap for these students and their families. We are unable at this time to offer even one book in Spanish per Spanish-speaking student. We are particularly deficient in the areas of biography and non-fiction titles including STEAM-related topics.

Our goal for the use of grant funds is to increase the number of books checked out to students in the target groups in their reading ability range, in order to provide them with the support needed to increase up to two years in reading ability within a school year.

Given these student needs, I submit the following proposal:

- Purchasing books in a variety of genres for students reading between the second and fourth grade reading levels with a special emphasis on graphic novels, biographies, and non-fiction titles related to the STEAM disciplines.
  
- Purchasing books in a variety of genres for students reading below the second grade level with a special emphasis on biography and non-fiction titles related to the STEAM disciplines.
  
- Purchasing books in a variety of fiction genres and on a variety of non-fiction topics in Spanish, including biographies.

in the library for student check-outs before, during, and after school, in classrooms for extended day independent reading time, and through community school book studies. I will collaborate with special education, ESL, and ELA teachers in particular to determine how to best market and utilize the new books for their population of students.

**25. How much money are you requesting from the Laura Bush Foundation to fund your proposal? (up to \$7,000)**

7000

**26. Outline your proposed categories of materials and allocation of grant money to show how you would meet specific needs described above:**

Books in Spanish - \$1450  
biographies (emphasis on cultural relevance) \$200  
general fiction \$500  
graphic fiction/non-fiction \$200  
arts \$100  
science/technology/engineering \$350  
history \$100

Books for students reading 2nd-4th grade level - \$2000  
biographies \$500  
graphic fiction/non-fiction \$300  
science/technology/engineering \$400  
arts \$200  
general fiction \$500  
other non-fiction \$100

Books for students reading below 2nd grade level - \$2000  
biographies \$300  
graphic fiction/non-fiction \$400  
science/technology/engineering \$500  
arts \$200  
general fiction \$500  
other non-fiction \$100

Non-fiction books in aged out categories in all ability ranges - \$1550  
(political science, geography, medicine/life science, social problems, education)

**PLEASE NOTE: (A)** You may not request anything other than books or magazines, **(B)** if you plan to purchase e-Books or other electronic materials, be sure your students will be able to access them, and **(C)** if you plan to purchase magazines/serials, indicate how you plan to sustain them in future years.

**27. Do you promote collaboration between the library program and the school community (teachers, students, parents) to address student needs? If so, please describe.**

Vine Middle Magnet School is truly a community school and the library is a big part of that community. We are very fortunate to actually be a designated community school within our district, with after school programs and learning opportunities. During community school, I facilitate novel studies for all students who are interested. The groups meet daily to read aloud and discuss themes and make connections with literature.

In 2014, I initiated a book drive that resulted in several hundred books being donated for younger children. Our students were invited to the library to choose books for younger siblings. In the past, myself and other teachers have also facilitated summer reading efforts at the neighborhood Boys and Girls Club.

As the librarian, it is important to me that our staff, students, and families know that the library is for them. In order to keep them informed, I distribute an online monthly newsletter through Twitter. To further collaborate with teachers, I frequently seek input from them on collection development. I also work closely with our special education, ESL, and language arts teams to address any specific needs for their classrooms. For example, this year in order to make the library experience less daunting, I visit our special education classes with a traveling library cart to start the year. As students become more comfortable, we will transition them to visiting the library as well.

Students are also frequently asked to provide feedback on library programming and collections. This year, we have also founded the first Student Library Leadership Team comprised of 7th and 8th graders. This group meets face to face once a month to work on the yearly book order and plan programs. Students are selected for the unique perspective they can bring to the group.

**28. If you should receive a grant to implement your proposal, how will you market new books to students? How will you measure and evaluate the impact on the students, the library, and the school?**

. If we should be fortunate enough to receive a grant, our students would be overjoyed and waiting at the door for more books! Because I believe in transparency and ownership, many of our students are very well aware that

we are applying for the grant and why we are doing so.

Much of the marketing of new books would likely be student-driven, by our Student Library Leadership Team. Students will make short book trailers to be made available on our Canvas learning management system page. Students will also have the opportunity to submit and share reviews of the new books that they have read. I will also create and share booklists for teachers that address the particular needs of their student and/or are tied to their content areas. We will also create read-alike lists and feature displays for our new titles.

In order to track the impact on students, I will keep statistics on total checkouts of the books purchased as well as the checkout records of those students in the target groups (ELL students and students reading below the third grade level) to determine whether the books are circulating, particularly among students in those targeted groups. I will also track the Lexile levels of those students in the target groups to assess whether there is a correlation between increased reading level and checkouts of books in the targeting reading range.

Additionally, I will conduct interviews and distribute surveys for students to give feedback on their experience with the collection and reading in general, both before and after the addition of the materials provided by the grant.

**29. If your school is selected as a recipient of a library grant, do you agree to provide information regarding use of the funds and their impact on your school?**

Yes

**30. If your school is selected as a recipient of a library grant, do you allow information from this application to be used for publicity to promote the goals of the Laura Bush Foundation for America's Libraries?**

Yes

**PRINCIPAL AGREEMENT:**

**The principal bears ultimate responsibility for a school's programs and operations. By electronically inserting his or her name and the date below, the principal approves submission of this application and the accuracy of the information included.**

I hereby certify the accuracy of the information provided in this application and fully support its submission.

I support this application and the proposal described herein. Further, I certify that funds granted by the Laura Bush Foundation for America's Libraries will not be used to supplement

money normally budgeted for the library program. I understand that these funds are to be used for supplemental funding only and may only be spent for books and magazines.

I also agree to have the information submitted be included as part of aggregated, anonymous data used for research purposes.

If our school is funded, I agree to participate in publicity to promote the goals of the Laura Bush Foundation and to complete a grant report at the end of the school year, providing an evaluation of the use of these funds.

**Principal Name:**

Cindy White

**Date:**

11/23/2015

## **PART IV: ADDITIONAL INFORMATION**

We are interested in how you became aware of the Laura Bush Foundation grant program.

Please select one of the following:

Other

Please specify:

colleague

POWERED BY  
**wizehive**

**KNOX COUNTY BOARD OF EDUCATION**

This document is approved by the Knox County Board of Education on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, as reflected in its minutes, and certified by its Chairperson.



\_\_\_\_\_  
BOARD CHAIR – Signature

\_\_\_\_\_  
BOARD CHAIR – Printed Name

Date: \_\_\_\_\_

**KNOX COUNTY GOVERNMENT**

\_\_\_\_\_  
MAYOR – Signature

\_\_\_\_\_  
MAYOR – Printed Name

Date: \_\_\_\_\_

**KNOX COUNTY LAW DIRECTOR**

CONTRACT NO. 16-518  
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE

Gary Dugler

Gary Dugler  
\_\_\_\_\_  
DEPUTY LAW DIRECTOR – Signature

\_\_\_\_\_  
DEPUTY LAW DIRECTOR – Printed Name

Date: 9/27/16

**VENDOR**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
COMPANY NAME (VENDOR)

Date: \_\_\_\_\_

**AGENDA COMMITTEE MEETING**

**17.**

**Meeting Date:** 10/05/2016  
**Requested By:** TERRI  
COATNEY,  
KNOX COUNTY  
SCHOOLS  
**Department:** KNOX COUNTY SCHOOLS  
**Requires Expenditure of Funds:** YES                      **Funded in Current Budget:** YES  
**Appropriation Required:** NO

---

**Information**

**CAPTION**

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a contract with Henley Roofing Company in the amount of \$781,496.00 for a full roof replacement at Fulton High School.  
*(Schools)*

---

**Attachments**

Contract



# AIA® Document A101™ – 2007

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the 20 day of September in the year 2016  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*

Knox County Schools  
912 South Gay Street Knoxville, Tennessee 37902  
Telephone Number: 865-594-1800

and the Contractor:  
*(Name, legal status, address and other information)*

Henley Roofing Co.  
514 Gamble Drive Heiskell, TN 37754  
Telephone Number: 865-859-9051

for the following Project:  
*(Name, location and detailed description)*

Roof Upgrades to Fulton High School  
Knoxville, Tennessee 37917  
Replacement of approx. 107,000 S.F. roof with a new 20-year EPDM roof for Fulton High School

The Architect:  
*(Name, legal status, address and other information)*

Sanders Pace Architecture  
514 W Jackson Avenue Suite 102  
Telephone Number: 865-329-0316

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Three hundred ( 300 ) days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

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**Portion of Work**

**Substantial Completion Date**

, subject to adjustments of this Contract Time as provided in the Contract Documents.  
*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

**ARTICLE 4 CONTRACT SUM**

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be Seven hundred eighty-one thousand four hundred ninety-six dollars and zero cents(\$ 781,496.00 ), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2** The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:  
*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

**§ 4.3** Unit prices, if any:  
*(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price Per Unit (\$0.00)
Replace damaged plywood roof sheathing	One 48"x96" panel	70.00
Provide retrofit roof drains	One	250.00
Provide pressure treated wood blocking	One board foot	2.00
Provide fire treated wood blocking	One board foot	2.50
Repair cast stone coping	One square foot	100.00

**§ 4.4** Allowances included in the Contract Sum, if any:  
*(Identify allowance and state exclusions, if any, from the allowance price.)*

Item	Price
------	-------

**ARTICLE 5 PAYMENTS**

**§ 5.1 PROGRESS PAYMENTS**

**§ 5.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the 15th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment

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shall be made by the Owner not later than forty-five ( 45 ) days after the Architect receives the Application for Payment.  
*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent ( %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent ( %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

### § 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Litigation in a court of competent jurisdiction *Knox County, Tennessee*

Other *(Specify)*

*GTD*

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

%

§ 8.3 The Owner's representative:

*(Name, address and other information)*

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§ 8.4 The Contractor's representative:  
(Name, address and other information)

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ 9.1.4 The Specifications:  
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)  
See Exhibit A

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:  
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)  
See Exhibit B

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
	September 9, 2016	2
	September 12, 2016	35

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

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User Notes:

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

Exhibit C - Revised Bid Amount

**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)*

**Type of insurance or bond**

Performance and Payment Bond, similar to AIA Form A312

**Limit of liability or bond amount (\$0.00)**

In an amount equal to the Contract Sum including all labor and materials

This Agreement entered into as of the day and year first written above.

**OWNER** *(Signature)*

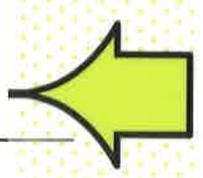
*(Printed name and title)*

**CONTRACTOR** *(Signature)*

*(Printed name and title)*

**KNOX COUNTY BOARD OF EDUCATION**

This document is approved by the Knox County Board of Education on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, as reflected in its minutes, and certified by its Chairperson.



\_\_\_\_\_  
BOARD CHAIR – Signature

\_\_\_\_\_  
BOARD CHAIR – Printed Name

Date: \_\_\_\_\_

**KNOX COUNTY GOVERNMENT**

\_\_\_\_\_  
MAYOR – Signature

\_\_\_\_\_  
MAYOR – Printed Name

Date: \_\_\_\_\_

**KNOX COUNTY LAW DIRECTOR**

CONTRACT NO. 16-513  
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE

  
\_\_\_\_\_  
DEPUTY LAW DIRECTOR – Signature

Gary Dupler  
\_\_\_\_\_  
DEPUTY LAW DIRECTOR – Printed Name

Date: 9/22/16

**VENDOR**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
COMPANY NAME (VENDOR)

Date: \_\_\_\_\_

## **Additions and Deletions Report for AIA® Document A101™ – 2007**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:47:49 on 09/20/2016.

### **PAGE 1**

**AGREEMENT** made as of the 20 day of September in the year 2016

...

Knox County Schools  
912 South Gay Street Knoxville, Tennessee 37902  
Telephone Number: 865-594-1800

...

Henley Roofing Co.  
514 Gamble Drive Heiskell, TN 37754  
Telephone Number: 865-859-9051

...

Roof Upgrades to Fulton High School  
Knoxville, Tennessee 37917  
Replacement of approx. 107,000 S.F. roof with a new 20-year EPDM roof for Fulton High School

...

Sanders Pace Architecture  
514 W Jackson Avenue Suite 102  
Telephone Number: 865-329-0316

### **PAGE 2**

**§ 3.3** The Contractor shall achieve Substantial Completion of the entire Work not later than Three hundred ( 300 ) days from the date of commencement, or as follows:

### **PAGE 3**

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be -(~~\$ Seven hundred eighty-one thousand four hundred ninety-six dollars and zero cents~~(\$ 781,496.00 ), subject to additions and deductions as provided in the Contract Documents.

...

<u>Replace damaged plywood roof sheathing</u>	<u>One 48"x96" panel</u>	<u>70.00</u>
<u>Provide retrofit roof drains</u>	<u>One</u>	<u>250.00</u>
<u>Provide pressure treated wood blocking</u>	<u>One board foot</u>	<u>2.00</u>
<u>Provide fire treated wood blocking</u>	<u>One board foot</u>	<u>2.50</u>
<u>Repair cast stone coping</u>	<u>One square foot</u>	<u>100.00</u>

**PAGE 4**

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 15th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than forty-five ( 45 ) days after the Architect receives the Application for Payment.

**PAGE 5**

Litigation in a court of competent jurisdiction

*Knock County, Tennessee GTD*

**PAGE 6**

See Exhibit A

...

...

See Exhibit B

...

<u>September 9, 2016</u>	<u>2</u>
<u>September 12, 2016</u>	<u>35</u>

**PAGE 7**

Exhibit C - Revised Bid Amount

...

Performance and Payment Bond, similar to AIA Form A312

In an amount equal to the Contract Sum including all labor and materials

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:47:49 on 09/20/2016 under Order No. 3997103295 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*

**Exhibit C**

19 September 2016

Knox County Schools  
Fulton High School Roof Upgrades

**RE: Revised Bid Amount**

\$1,033,000.00	Base Bid
(-\$195,242.00)	Reuse existing EPS insulation (to be fully adhered) and add 1 ½" of Poly ISO on top of existing EPS.
(-\$45,000.00)	Reduce \$75,000 contingency to \$30,000.
(-\$5,372.00)	Delete Ladder "A" & Ladder "B" from the scope of the project.
<del>(-\$5,890.00)</del>	<del>Delete the allowances from the scope of the project.</del>
<b>\$ 781,496.00</b>	<b>Revised Bid Amount</b>

**Exhibit A**

19 September 2016

Knox County Schools  
Fulton High School Roof Upgrades

**RE: Specifications**

**TABLE OF CONTENTS**

**DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS**

00 0107	SEAL PAGE
00 0110	TABLE OF CONTENTS
00 0115	LIST OF DRAWINGS
00 1115	ADVERTISEMENT FOR BIDS
00 1116	NOTICE TO BIDDERS
00 4100	BID FORM
00 4120	BID ENVELOPE COVER
00 4519	NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
00 5213	FORM OF AGREEMENT
00 5950	KNOX COUNTY RIGHTS AND REMEDIES
00 6100	BONDS
	INSURANCE CHECKLIST
00 7200	GENERAL CONDITIONS
00 7300	SUPPLEMENTARY GENERAL CONDITIONS
00 7320	DRUG-FREE WORKPLACE AFFIDAVIT
00 7322	CRIMINAL HISTORY RECORDS AFFIDAVIT

**DIVISION 01 – GENERAL REQUIREMENTS**

01 1000	SUMMARY
01 2200	UNIT PRICES
01 2500	SUBSTITUTION PROCEDURES
	SUBSTITUTION REQUEST FORM
01 2600	CONTRACT MODIFICATION PROCEDURES
01 2900	PAYMENT PROCEDURES
01 3100	PROJECT MANAGEMENT AND COORDINATION
01 3110	WEATHER DELAYS
01 3300	SUBMITTAL PROCEDURES
01 4000	QUALITY REQUIREMENTS
01 5000	TEMPORARY FACILITIES AND CONTROLS
01 6000	PRODUCT REQUIREMENTS
01 7329	CUTTING AND PATCHING
01 7700	CLOSEOUT PROCEDURES

**DIVISION 02 – EXISTING CONDITIONS**

02 4119 SELECTIVE DEMOLITION

**DIVISION 03 - CONCRETE**

03 0130 REPAIR OF CAST STONE COPING

**DIVISION 04 - Not Required**

**DIVISION 05- METAL**

05 5133 METAL LADDERS

05 5213 TUBE RAILINGS

**DIVISION 06- WOOD AND PLASTICS**

05 4000 ROUGH CARPENTRY

06 1600 SHEATHING

**DIVISION 07 - THERMAL AND MOISTURE PROTECTION**

07 0150 PREPARATION FOR RE-ROOFING

07 3113 ASPHALT SHINGLES

07 5323 ETHYLENE-PROPYLENE-DIENE-MONOMER (EPDM) ROOFING

07 6200 SHEET METAL FLASHING AND TRIM

07 7100 ROOF SPECIALTIES

07 9200 JOINT SEALANTS

**DIVISIONS 08-49 – Not Required**

**END OF SECTION 00 0110**

**Exhibit B**

19 September 2016

Knox County Schools  
Fulton High School Roof Upgrades

**RE: Drawings**

LIST OF DRAWINGS

COVER SHEET

**ARCHITECTURAL DRAWINGS**

- A0.0 EXISTING CONDITIONS/OVERALL ROOF PLANS
- A0.1 EXISTING CONDITIONS/DEMOLITION ROOF PLANS
- A0.2 EXISTING CONDITIONS/DEMOLITION ROOF PLANS
- A0.3 EXISTING CONDITIONS/DEMOLITION ROOF PLANS
- A0.4 EXISTING CONDITIONS/DEMOLITION ROOF PLANS
- A0.5 EXISTING CONDITIONS/PHOTOGRAPHS
- A0.6 EXISTING CONDITIONS/PHOTOGRAPHS
- A1.0 OVERALL ROOF PLAN
- A1.1 ENLARGED ROOF PLAN
- A1.2 ENLARGED ROOF PLAN
- A1.3 ENLARGED ROOF PLAN
- A1.4 ENLARGED ROOF PLAN
- A2.1 ROOF DETAILS
- A2.2 ROOF DETAILS

**AGENDA COMMITTEE MEETING**

**18.**

**Meeting Date:** 10/05/2016  
**Requested By:** TERRI  
COATNEY,  
KNOX COUNTY  
SCHOOLS  
**Department:** KNOX COUNTY SCHOOLS  
**Requires Expenditure of Funds:** YES **Funded in Current Budget:** YES  
**Appropriation Required:** NO

---

Information

**CAPTION**

Consideration of a Resolution of the Commission of Knox County, Tennessee authorizing the acceptance of donations as shown on the attached list of donations and in the total amount of \$11,815.97.

*(Schools)*

---

Attachments

Acknowledgement & Donation Listing

D16-0025 Information

D16-0026 Information

D16-0027 Information

D16-0028 Information

**ACKNOWLEDGEMENT**

**AN ACKNOWLEDGEMENT OF THE BOARD OF EDUCATION OF KNOX COUNTY, TENNESSEE, TO RECOGNIZE THE ACCEPTANCE OF THOSE DONATIONS AS LISTED ON THE ATTACHED LIST OF DONATIONS.**

**REQUESTED BY: KNOX COUNTY SCHOOLS ADMINISTRATION**

**PREPARED BY: KNOX COUNTY LAW DIRECTOR'S OFFICE**

**APPROVED AS TO FORM AND CORRECTNESS:** \_\_\_\_\_  
**DIRECTOR OF LAW**

**APPROVED:** \_\_\_\_\_  
**DATE**

**WHEREAS, the Knox County Board of Education wishes to say "Thank you" for the generous donations on the list appended hereto. The generous contributions will help to further the important work of the Knox County Schools; and**

**WHEREAS, the donations on the list appended hereto are less than a total gift amount of Twenty Five Thousand Dollars (\$25,000.00);**

**WHEREAS, the appended list itemizes the (1) donor; (2) the amount of the donation; (3) the school to which the donation applies and (4) the purpose (if other than an general unrestricted gift) of each donation; and**

**WHEREAS, a complete copy of the text and information provided with each donation is on file with the Knox County Board of Education;**

**NOW THEREFORE BE IT ACKNOWLEDGED BY THE KNOX COUNTY BOARD OF EDUCATION AS FOLLOWS:**

**That the acceptance of the donations listed on the attachment list appended hereto are deemed to be in the best interest of the Knox County Schools; and**

**That the acceptance of the donations listed on the attachment list appended hereto, in the amount of \$11,815.97, are approved by the Board of Education; and**

**The Board of Education formally expresses its appreciation to the donors for the generous donations on the attachment list.**

---

**Chair, Knox County Board of Education**

---

**Date**

**KNOX COUNTY SCHOOLS  
DONATIONS LISTING  
October 2016**

<b>No.</b>	<b>Donor</b>	<b>School/Program/Department Benefitted</b>	<b>Designation</b>	<b>Amount</b>
D16-0025	Bearden Elementary School PTSO	Bearden Elementary School	Playground equipment	\$2,770.27
D16-0026	Karns Middle School PTSA	Karns Midde School	Picnic tables	\$3,045.70
D16-0027	Pilot Flying J	Dogwood Elementary School	Science labs	\$1,000.00
D16-0028	Pilot Flying J	Maynard Elementary School	Playground project	\$5,000.00
			<b>TOTAL AMOUNT</b>	<b>\$11,815.97</b>

**KNOX COUNTY SCHOOLS  
Facilities Department**

TO: **Douglas L. Dillingham**  
Supervisor of New Facilities and Construction

FROM: Bearden Elementary

DATE: 9/19/2016

SUBJECT: **Request for Board of Education Approval of a School Funded Project**

I request you recommend this project to the Board of Education for approval. Supporting documentation is attached.

<b>Site</b>	Bearden Elementary School
<b>Requested By:</b>	Susan Dunlap
<b>Approved By: (School Principal)</b>	
<b>Phone</b>	865-909-9000
<b>Nature of the Project</b>	Install two new basketball backboards, rims, and nets on existing poles. Install six new swings and six new swing chains on existing swing set.
<b>Cost of the Project</b>	\$2770.27
<b>Funded By</b> <input type="checkbox"/> Check box if project is funded in whole or in part by money contained in a school account and submit a completed form BO-107 with this form.	PTSO
<b>Cost to Knox County Schools</b>	0



A PLAYCORE COMPANY

GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 \* 407-331-0101
Fax: 407-331-4720
www.playdrp.com

QUOTE #76621

09/16/2016

Swing Seats & Basketball Backboards/Goals

Knox County BOE
Attn: Susan Dunlap
912 S. Gay Street
Knoxville, TN 37902
Phone: 865-909-9000
susan.dunlap@knoxschools.org

Ship To Zip: 37902

Table with 5 columns: Quantity, Part #, Description, Unit Price, Amount. Rows include Game Time - Belt Seat 3 1/2"Od(8911), Game Time - Official Alum Bkbd - Wh, and Game Time - Frt Mt Super Goal/Ch Net.

Customer to verify toprail size and backboard mounting with diagrams provided.

SubTotal: \$2,480.00
Freight: \$290.27
Total Amount: \$2,770.27

This quote was prepared by Jennifer Cassidy, Customer Service.
For questions or to order please call - 800-432-0162 ext. 105 jenniferc@gametime.com

Payment Terms: Governmental Purchase Order.

Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

Multiple Invoices: Invoices will be generated upon services rendered. When equipment ships it will be invoiced seperately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 45 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

ORDER INFORMATION

Form with fields for Bill To, Contact, Address, City, State, Zip, Tel, Fax, and Ship To.

SALES TAX EXEMPTION CERTIFICATE #:
(PLEASE PROVIDE A COPY OF CERTIFICATE)

**Swing Seats & Basketball Backboards/Goals**

**QUOTE  
#76621**

09/16/2016

**Acceptance of quotation:**

Accepted By (printed): \_\_\_\_\_

P.O. No: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

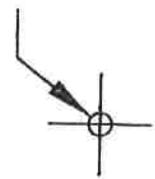
Title: \_\_\_\_\_

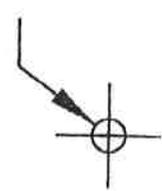
Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

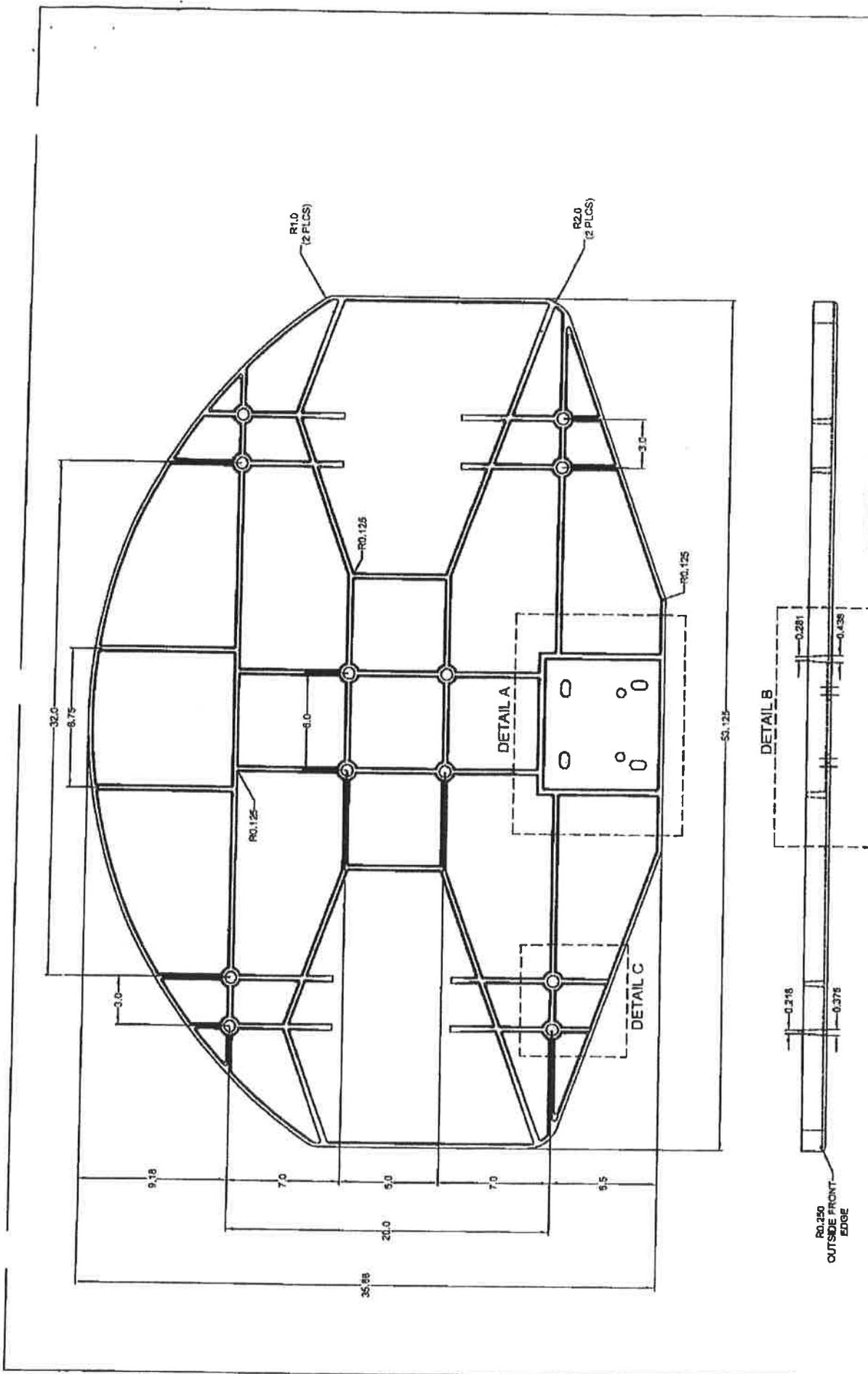
Purchase Amount: **\$2,770.27**

Top Rail                      Circumference

  $\phi 0' - 2\frac{3}{8}"$                        $= 7\frac{7}{16}"$

  $\phi 0' - 3\frac{1}{2}"$                        $= 11"$

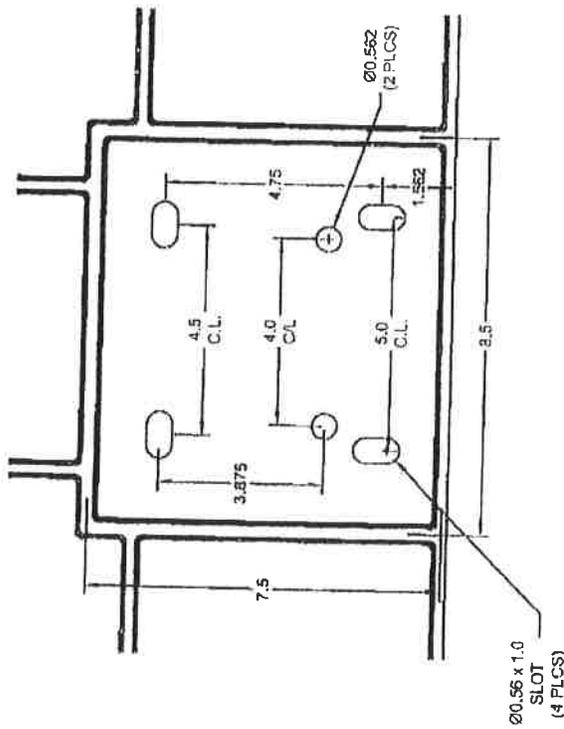
  $\phi 0' - 5"$                        $= 1' - 3\frac{11}{16}"$



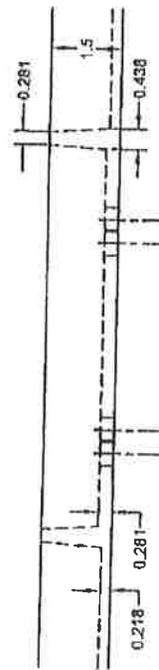
		1901 Diplomat Drive Farmers Branch, Texas 75244	
DRAWN	Z. OSORIO	CHECKED	
APPROVED		TITLE	
TOLERANCE X = ± 0.030 .XX = ± 0.10 .XXX = ± 0.05 FRACTIONAL = ± 1/32 UNLESS OTHERWISE NOTED		REV:	DATE:
SCALE	N.T.S.	NUMBER	Z121ALUMBB

NOTE:  
 MATERIAL - ALUMINUM ALLOY 319  
 1) FRONT FACE AND SIDES SANDED FINISH  
 2) PACKAGED 1 PER DOUBLE WALL CARTON  
 WITH CRUSH PANELS IN VOIDS.  
 3) EST WEIGHT 47 LBS.

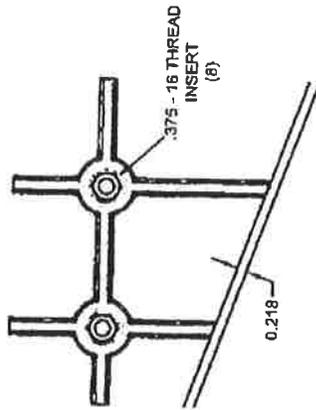
DETAIL A



DETAIL B



DETAIL C



		1901 Diplomat Drive Farmers Branch, Texas 75224	
DRAWN	Z. OSORIO	DATE	
CHECKED			
APPROVED			
REV.	DATE	TITLE	
TOLERANCE .X = ± 0.30 .XX = ± 0.10 .XXX = ± 0.05 FRACTIONAL = ± 1/32 UNLESS OTHERWISE NOTED			
SCALE	NUMBER	Z121ALUMBB - 1	
N.T.S.			



**KNOX COUNTY SCHOOLS  
STAFF COORDINATION AND SIGNATURE ROUTING FORM**

**Instructions:** This form must accompany all actions that require the Superintendent's signature and/or Board of Education approval. Please follow Steps 1 and 2 in their entirety and then complete process with Final Step A OR B below.

School/Department Originating Action: Facilities and Construction Department Date: September 19, 2016

Description: Approve a donation form the Karns Middle School PTSA in the amount of \$3,045.70 for the purchase of picnic tables.

**Step 1:** All actions/documents must be approved by the appropriate Supervisor/Director and Chief/Executive Director of your department or school. \*Please note, if Federal funds are utilized, approval of appropriate Federal Programs Director(s) must be obtained.

Routing Sequence	Position	Name	Approved (Initial)	Not Approved (Initial)	Comment	Date
	Requester					
1	Supervisor/Director/Executive Director	Doug Dillingham	DLD			9/19/2016
	Chief/Director*/Executive Director					

**Step 2:** Once actions/documents have been approved by the Chief/Executive Director of your department or school, they must be routed to the appropriate Assistant Superintendent/Chief for approval (routing sequence 4.)

Routing Sequence	Assistant Superintendent/Chief	Name	Approved (Initial)	Not Approved (Initial)	Comment	Date
	Assistant Superintendent	Bob Thomas				
	Chief Academic Officer	Dr. Elizabeth Alves				
	Chief Accountability Officer	Dr. Elizabeth Alves (Interim)				
2	Chief Operating Officer	Russ Oaks	WRO			9/20/16
	Chief of Staff	Dr. Clifford Davis				

**FINALIZE ROUTING PROCESS BY COMPLETING EITHER FINAL STEP A OR FINAL STEP B BELOW.**

**Final Step A:** All actions/documents requiring only the Superintendent's approval/signature should be routed directly to the Superintendent's office by using the section below (routing sequence 5).

Routing Sequence	Position	Name	Approved (Initial)	Not Approved (Initial)	Comment	Date
	Superintendent	Dr. Jim McIntyre				

**Final Step B:** All actions/documents requiring approval by the Board of Education should be routed directly to the Board of Education Assistant by using the section below (routing sequence 5). Please note: The Board Assistant will route all documents requiring Law Department review that need Board of Education and/or County Commission approval.

Routing Sequence	Position	Name	Approved (Initial)	Not Approved (Initial)	Comment	Date
3	Board of Education Executive Assistant	Terri Coatney	TC			9-21-16
<i>For Board Use Only</i>	Law Department					

**Subject:** Fw: PILOT FLYING J Grant

**Date:** Monday, August 29, 2016 at 1:22:53 PM Eastern Daylight Time

**From:** LANA SHELTONLOWE

**To:** LAURA DENTON

SO EXCITED!

Lana

---

**From:** Tonya Green <[tonya@pilotcorp.com](mailto:tonya@pilotcorp.com)>

**Sent:** Monday, August 29, 2016 12:31 PM

**To:** LANA SHELTONLOWE

**Subject:** RE: PILOT FLYING J Grant

Lana,

Good afternoon! Pilot is pleased to donate \$1,000 toward the science labs. I'll mail the check to your attention.

Thank you,

Tonya



**Tonya Green**  
Administrative Assistant  
[tonya@pilotcorp.com](mailto:tonya@pilotcorp.com)  
office: (865) 474-3051  
efax: (865) 297-9370  
5508 Lonas Drive / Knoxville, TN 37909



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**From:** Tonya Green

**Sent:** Tuesday, August 16, 2016 11:42 AM

**To:** 'LANA SHELTONLOWE' <[lane.sheltonlowe@knoxschools.org](mailto:lane.sheltonlowe@knoxschools.org)>

**Subject:** RE: PILOT FLYING J Grant

Lana,

Thank you for your request for a donation from Pilot Flying J. I will submit this to the philanthropy department for review and decision. Because of the volume of requests that Pilot receives, please allow 2-4 weeks for a response.

Tonya

**From:** LANA SHELTONLOWE [<mailto:ana.sheltonlowe@knoxschools.org>]  
**Sent:** Tuesday, August 16, 2016 11:13 AM  
**To:** Philanthropy <[philanthropy@pilottravelcenters.com](mailto:philanthropy@pilottravelcenters.com)>  
**Subject:** PILOT FLYING J Grant

Philanthropy Team,

I am attaching a donation request that would set up two science labs in our 5th grade classrooms. I appreciate you allowing us to make this request.

Thank you,

Lana Shelton-Lowe  
Principal of Dogwood Elementary School  
705 Tipton Avenue  
Knoxville, TN 37920  
579-5677

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, as reflected in its minutes, and certified by its Chairperson.

\_\_\_\_\_  
BOARD CHAIR – Signature

\_\_\_\_\_  
BOARD CHAIR – Printed Name

Date: \_\_\_\_\_

KNOX COUNTY GOVERNMENT

\_\_\_\_\_  
MAYOR – Signature

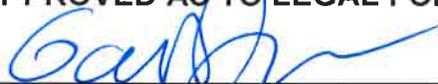
\_\_\_\_\_  
MAYOR – Printed Name

Date: \_\_\_\_\_

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-496  
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE

  
\_\_\_\_\_  
DEPUTY LAW DIRECTOR – Signature

Gary Dupler  
\_\_\_\_\_  
DEPUTY LAW DIRECTOR – Printed Name

Date: 7/20/16

VENDOR

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
COMPANY NAME (VENDOR)

Date: \_\_\_\_\_

**Subject:** RE: Maynard Elementary Sponsorship

**Date:** Thursday, August 18, 2016 at 8:45:27 AM Eastern Daylight Time

**From:** Tonya Green

**To:** Aaron Rhodes, CHRISTINE COX, LAURA DENTON, KIM WILBURNCULLOM

Good morning! Pilot Flying J is pleased to donate \$5,000 for Maynard Elementary School's playground. We will send payment by the beginning of next week. The W-9 was filled out as "Knox County Schools," so that is what will be on the check. We will indicate Maynard Elementary on the memo line and the donation receipt. Would you like the check mailed to the 737 College Street address?

Please tell me if you need anything else for this sponsorship.

Thank you,

Tonya



**Tonya Green**  
Administrative Assistant  
tonya@pilotcorp.com  
office: (865) 474-3051  
efax: (865) 297-9370  
5508 Lonas Drive / Knoxville, TN 37909



The information contained in this e-mail message and any attachments is intended only for the use of the individual or entities named above. If the reader of this message is not the intended recipient you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by e-mail at the originating address, and delete this email from all computers.

**From:** Aaron Rhodes

**Sent:** Tuesday, August 16, 2016 1:22 PM

**To:** Will Haslam <[Will.Haslam@pilottravelcenters.com](mailto:Will.Haslam@pilottravelcenters.com)>

**Cc:** 'christine.cox@knoxschools.org' <[christine.cox@knoxschools.org](mailto:christine.cox@knoxschools.org)>

**Subject:** Maynard Elementary Sponsorship

Will,

My wife Christine recently filled out a sponsorship application for the school she teaches at Maynard Elementary which is an inner city school in Mechanicsville here in Knoxville (if you remember the shooting of 12 year old Jajuan Latham back in April; that happened at the park across the street from Maynard). An e-mail was sent by Tonya Green denying application for sponsorship. My wife asked if I could possibly have someone else look at it. I am not asking for any favors, but if you could please take a 2<sup>nd</sup> look at this I would greatly appreciate it (the kids at this school could greatly benefit from something positive).

Thanks,



**Aaron Rhodes**  
Supply Coordinator East

[Aaron.Rhodes@pilottravelcenters.com](mailto:Aaron.Rhodes@pilottravelcenters.com)

office: (865) 474-2642

efax: (865) 297-1455

5508 Lonas Drive / Knoxville, TN 37909



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**KNOX COUNTY BOARD OF EDUCATION**

This document is approved by the Knox County Board of Education on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, as reflected in its minutes, and certified by its Chairperson.

\_\_\_\_\_  
BOARD CHAIR – Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
BOARD CHAIR – Printed Name

**KNOX COUNTY GOVERNMENT**

\_\_\_\_\_  
MAYOR – Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
MAYOR – Printed Name

**KNOX COUNTY LAW DIRECTOR**

CONTRACT NO. 16-473  
APPROVED AS TO LEGAL FORM

  
\_\_\_\_\_  
DEPUTY LAW DIRECTOR – Signature

Date: 9/20/16

KNOX COUNTY, TENNESSEE

  
\_\_\_\_\_  
DEPUTY LAW DIRECTOR – Printed Name

**VENDOR**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
COMPANY NAME (VENDOR)

Date: \_\_\_\_\_

**AGENDA COMMITTEE MEETING**

**19.**

**Meeting Date:** 10/05/2016  
**Requested By:** TERRI  
COATNEY,  
KNOX COUNTY  
SCHOOLS  
**Department:** KNOX COUNTY SCHOOLS  
**Requires Expenditure of Funds:** YES                      **Funded in Current Budget:** YES  
**Appropriation Required:** NO

---

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee authorizing the acceptance of grant funds for the Knox County Schools as shown on the attached list of grants and in the total amount of \$7,650.00.  
*(Schools)*

---

Attachments

- Grant Resolution & Listing
- G16-0079 Grant Information
- G16-0080 Grant Information
- G16-0081 Grant Information

**RESOLUTION**

**A RESOLUTION OF THE BOARD  
OF EDUCATION OF KNOX COUNTY,  
TENNESSEE, TO APPROVE THE  
APPLICATION FOR AND ACCEPTANCE OF  
THOSE GRANTS AS LISTED ON THE  
ATTACHED LIST OF GRANTS.**

**PREPARED BY:  
KNOX COUNTY LAW  
DIRECTOR'S OFFICE**

**APPROVED AS TO  
FORM AND CORRECTNESS:**

\_\_\_\_\_  
**DIRECTOR OF LAW**

**APPROVED:** \_\_\_\_\_  
**DATE**

**WHEREAS, the Knox County Board of Education, has deemed it in the best interest of the Knox County Schools to apply for and to receive public and private grants for the benefit of the Knox County Schools; and**

**WHEREAS, T.C.A. § 49-2-203(b)(15) provides that the Tennessee Legislature bestows the power to the Board of Education to apply for and to receive grants for educational purposes; and**

**WHEREAS, the grants on the list appended hereto require no matching funds, do not require the hiring of additional personnel, and are less than a total grant amount of Twenty Five Thousand Dollars (\$25,000.00); and**

**WHEREAS, the appended list itemizes the (1) grantor; (2) the amount of grant; (3) the school to which the grant applies and (4) the purpose of each grant; and**

**WHEREAS, a complete copy of the text and information provided with each grant is on file with the Knox County Board of Education;**

**NOW THEREFORE BE IT RESOLVED BY THE KNOX COUNTY BOARD OF EDUCATION AS FOLLOWS:**

**That the application for and the acceptance of the grants listed on the attachment list appended hereto are deemed to be in the best interest of the Knox County Schools; and**

**That the application for and the acceptance of the grants listed on the attachment list appended hereto, in the amount of \$7,650.00, are approved by the Board of Education; and**

**BE IT FURTHER RESOLVED, that this Resolution shall take effect from and after its passage, the public welfare requiring it.**

---

**Chairman, Knox County Board of Education**

---

**Date**

**KNOX COUNTY SCHOOLS  
GRANT LISTING  
October 2016**

<b>No.</b>	<b>Grantor</b>	<b>School/Program/Department Benefitted</b>	<b>Designation</b>	<b>Matching Funds</b>	<b>Personnel Funded</b>	<b>Amount</b>
G16-0079	Great Schools Partnership	South-Doyle Middle School	The Choose Kind Project - Character Education Program	\$0.00	N/A	\$4,400.00
G16-0080	Dollar General Literacy Foundation	South Knoxville Elementary School	Leaders that are Readers Clubhouse Project - Youth Literacy Program	\$0.00	N/A	\$3,000.00
G16-0081	Farm Bureau	West View Elementary School	Outdoor Classroom Project	\$0.00	N/A	\$250.00

<b>TOTAL AMOUNT</b>					<b>\$7,650.00</b>
---------------------	--	--	--	--	-------------------

# Choose Kind.

SDMS Grant Proposal

## **How can you build a community among sixth grade students at a middle school? With a Big Read!**

South Doyle Middle School has a diverse student population with 41% of the students receiving free/reduced lunch (Knox County, 2016). Sixth graders enter SDMS from 11 feeder elementary schools. These elementary schools vary greatly in size, socioeconomic status and student population. SDMS is one of the few places in Knox County Schools where you can find students who live on farms learning alongside students who live in public housing.

The transition from elementary to middle school is a challenge, not only due to the different curricular structure but also due to the increased prevalence of bullying in this age group. Between 1 in 4 and 1 in 3 students say they have been bullied at school and middle school is the most prevalent time for bullying (US Department of Health & Human Services, 2014). While there isn't conclusive data about how to prevent bullying, building relationships and community among students is certainly a step in the right direction.

There is a transformative power of a group read aloud among students in a class. *Wonder* is a powerful story that will encourage kindness in student relationships and help build a community within the sixth grade class. Additionally, the format of the story and the reading level make the book accessible to a variety of readers. Reading scores across Tennessee have trended downward in the past two years (Tatter, 2015). We **can** make a difference in reading: one book and one child at a time.

The Choose Kind project will be a joint partnership with Mrs. Tiffany Fluharty, librarian, and the sixth grade team at SDMS. Mrs. Fluharty will be the project coordinator and be responsible for the bulk of the instructional component of the project. The project will commence during the sixth grade orientation time and last throughout the Fall 2016 semester. Each student will receive their own personal copy of *Wonder* and a composition notebook. The projects for Choose Kind will integrate language arts, art, technology, and social skills.

Some project examples include:

- Students will work in pairs to create their own precept for SDMS, similar to Mr. Browne's precepts in the book (e.g., "Your deeds are your monuments."— Inscription on an Egyptian tomb). They will write a short paragraph to describe why this precept would make SDMS a kinder place and then create a poster to be displayed in the hallways.
- Auggie has a craniofacial deformity and readers see sketches of him throughout the book, but never see his face. Students will create their own cubist style sketch/painting of Auggie.
- Throughout reading the book, students will use their journals to respond to questions/prompts about the characters, plot, setting and conflict resolution. So prompts include:
  - We discussed qualities of a good friend as a group, thinking about that discussion what is one thing you would like to do to be a better friend?
  - Jack betrayed Auggie even though he was his friend. Have you ever been betrayed? How did you resolve it? What would you have done differently?
  - Via says she doesn't want her life to be defined by Auggie. List some words you think define Via. Make a list of five words that you think define you.

The students will meet with Mrs. Fluharty in a group setting in the library for the instructional part of the project. This will be a scheduled class time, but the format of each meeting may be different. There will also be team teaching with other faculty for some portions, e.g. the Cubist portrait.

*"The best way to measure how much you've grown isn't by inches or the number of laps you can now run around the track, or even your grade point average-- though those things are important, to be sure. It's what you've done with your time, how you've chosen to spend your days, and whom you've touched this year. That, to me, is the greatest measure of success."* (Palacio)

Kindness is immeasurable, yet it is a quality that we seek to instill in our students. To that end we will seek feedback about the Choose Kind project, while keeping in mind the above quote. Students, teachers and parents will have the opportunity to give feedback about the Choose Kind project in pre/post survey. Mrs. Fluharty and Mrs. Rountree will work cooperatively to develop the survey tool. The survey questions will focus on perceptions of respectful peer behavior, bullying and space for a free

response. We will also monitor the logistics of maintaining the materials for a large group of students (e.g., how many book copies are lost/replaced). These results will be shared with Great Schools Partnership and the faculty of SDMS.

## References

- Knox County Schools. (2016). *South Doyle Middle School Demographics*.
- National Endowment for the Arts. (n/d). *Why did the NEA create the Big Read?*  
Retrieved from: <http://www.neabigread.org/faq.php>
- Palacio, R.J. (2012). *Wonder*. New York: Random House.
- Tatter, G. (2015, June 25). Declining reading scores a dark spot in otherwise sunny test score trends. *Chalkbeat Tennessee*. Retrieved from: <http://tn.chalkbeat.org/2015/06/25/declining-reading-scores-a-dark-spot-in-otherwise-sunny-test-score-trends/#.Vqp4Q1MrKi4>
- US Department of Health & Human Services. (2014). *Facts about bullying*. Retrieved from: <http://www.stopbullying.gov/news/media/facts/>



### SDMS Free/Reduced Lunch Participation

<b>Race/Ethnicity</b>	<b>Yes</b>	<b>No</b>	<b>Total</b>
African-American	48%	52%	26%
Hispanic	57%	43%	5%
White	38%	62%	68%
Other	33%	67%	1%
<b>Total</b>	<b>41%</b>	<b>59%</b>	<b>100%</b>

**Subject:** Fwd: Dollar General Literacy Foundation Youth Literacy Grant  
**Date:** Saturday, September 3, 2016 at 10:39:07 PM Eastern Daylight Time  
**From:** TANNA NICELY  
**To:** LAURA DENTON

Sent from my iPhone

Begin forwarded message:

**From:** <[do-not-reply@cybergrants.com](mailto:do-not-reply@cybergrants.com)>  
**Date:** September 1, 2016 at 8:27:47 AM EDT  
**To:** <[tanna.nicely@knoxschools.org](mailto:tanna.nicely@knoxschools.org)>  
**Subject:** Dollar General Literacy Foundation Youth Literacy Grant  
**Reply-To:** <[dglf@dollargeneral.com](mailto:dglf@dollargeneral.com)>

Thank you for applying for a grant from the Dollar General Literacy Foundation. We are pleased to inform you that your organization has been selected to receive the following grant:

Organization: South Knoxville Elementary  
Proposal Type: Youth Literacy  
Project Title: The SKE Leaders That Are Readers Clubhouse  
Request ID: 28081679  
Grant award: \$3,000.00

Please note, you will be receiving a follow up email containing additional information and details about your grant.

Your grant will be sent to the following address within 10 business days:  
801 Sevier Ave  
Knoxville, TN 37902 2188

If this address is not correct, please contact Mary Kathryn Colbert ([mcolbert@dollargeneral.com](mailto:mcolbert@dollargeneral.com)) by September 6.

A list of the 2016 grant award winners has been posted on our website, <https://na01.safelinks.protection.outlook.com/?url=www.dgliteracy.org&data=01%7c01%7ctanna.nicely%40knoxschools.org%7c51af1f64fbc84becd37d08d3d263a546%7ca2c165ce3db24317b7428b26460ec108%7c0&sdata=nKN%2f9J3yQ%2f4iMpyB3LcvtOGm6FK3TB%2fFzWQBb3aHJPw%3d>.

We are proud to support your efforts to promote literacy and wish you every success in the coming year.

Sincerely,

Denine Torr  
Senior Director, Community Initiatives

**\*\*Please do not reply to this email address. This mailbox is not monitored.\*\***

CG/JMAIL/85688395

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, as reflected in its minutes, and certified by its Chairperson.

\_\_\_\_\_  
BOARD CHAIR – Signature

\_\_\_\_\_  
BOARD CHAIR – Printed Name

Date: \_\_\_\_\_

KNOX COUNTY GOVERNMENT

\_\_\_\_\_  
MAYOR – Signature

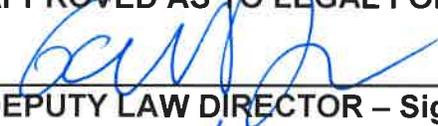
\_\_\_\_\_  
MAYOR – Printed Name

Date: \_\_\_\_\_

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-497  
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE

  
\_\_\_\_\_  
DEPUTY LAW DIRECTOR – Signature

Gary Dupler  
\_\_\_\_\_  
DEPUTY LAW DIRECTOR – Printed Name

Date: 9/20/16

VENDOR

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
COMPANY NAME (VENDOR)

Date: \_\_\_\_\_



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## About Us

Dollar General understands that success in today's world requires a strong educational foundation, particularly solid literacy skills.

### A Legacy of Literacy

The Dollar General Literacy Foundation was established in 1993 in honor of Dollar General's co-founder, J.L. Turner, who was functionally illiterate with only a third grade education. He was a farmer's son who dropped out of school when his father was killed in an accident. With determination and hard work, he began what has now become a successful company.

We understand that sometimes various life circumstances prevent individuals from learning to read or graduating from high school, but it's never too late to learn. We believe that every individual deserves an equal opportunity to receive a basic education. Through our funding initiatives, we are committed to helping individuals of all ages receive the educational foundation they need to increase their ability to access post-secondary education opportunities and attain increased employability.

### Our Success

Since 1993, the Dollar General Literacy Foundation has awarded more than \$127 million in grants to nonprofit organizations and schools that have helped more than 7.9 million individuals learn to read, prepare for the high school equivalency test, or learn the English language.

### Supporting Literacy in 43 States

Dollar General grant programs are available to qualifying non-profit organizations in states where Dollar General is located.

[find a Dollar General](#)

### Our Program Goals

- Increase access to programs that are designed to help adults and youth who are struggling with basic literacy and education.
- Ensure individuals are able to read English at proficient levels to advance toward and obtain their high school diploma or equivalent.
- Help create models of success/best practices that can be replicated in order to help increase the high school graduation rate and GED attainment rate in the United States.

### Important Literacy Facts

- Every year in the United States, one in every three young adults drops out of school.
- More than 30 million adults in the United States read at the lowest level of literacy.
- Among the 30 members of the OECD, the United States is the only country in which the younger adults are less educated than the previous generation.
- More than 29.5 million adults ages 18-64 do not have a high school diploma.



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[privacy policy](#)

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[news](#)

[National Literacy Directory](#)

- Adult Literacy Programs
- Beyond Words
- Family Literacy Grants
- Summer Reading Grants
- Youth Literacy Grants

- Donate at Your Local Store
- Volunteer Opportunities
- Financial Tutorial
- Your GED

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**DOLLAR GENERAL**



## KNOX COUNTY FARM BUREAU

3930 Western Avenue • Knoxville, Tennessee 37921 • 865-525-4187 • 865-525-0274 Fax

August 30, 2016

West View Elementary School  
% Emily Gonzalez  
1714 Mingle Avenue  
Knoxville, TN 37921

Dear Ms. Martin:

The Knox County Farm Bureau President Jerry Hixson wanted me to mail you the \$250.00 check for your outdoor classroom. He wanted you to have as soon as possible and didn't know when he would be able to deliver it personally.

Sincerely yours,

KNOX COUNTY FARM BUREAU

A handwritten signature in cursive script that reads "Kathy Badgett".

Kathy Badgett, Secretary

Enclosure

Description

Amount

000000004498 0000004762

OUTDOOR CLASSROOM GRANT  
000000004498

250.00

PSEUDO VENDORS

CHECK TOTAL

250.00

00004498 0000000044 08/23/2016

THIS CHECK CONTAINS MULTIPLE FRAUD DETERRENT SECURITY FEATURES

TN Foundation for Agriculture in the Classroom  
P.O. Box 313  
Columbia, TN 38402-0313

FIRST FARMERS &  
MERCHANTS BANK  
87-811

CHECK NO.  
0000004762

CHECK DATE  
08/23/2016

REFERENCE NO.  
00000000449

641



The  
Sum of

TWO HUNDRED FIFTY AND 00/100 DOLLARS

CHECK AMOUNT

\$\*\*\*\*\*250.00

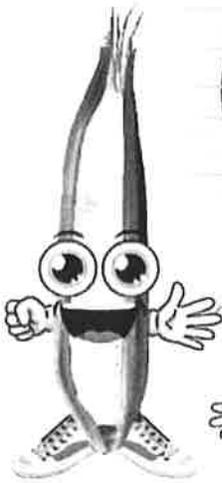
Pay  
To The  
Order of

WEST VIEW ELEMENTARY SCHOOL  
C/O EMILY GONZALEZ  
1714 MINGLE AVENUE  
KNOXVILLE, TN 37921

Authorized Signature



# The Tennessee Gardeneers



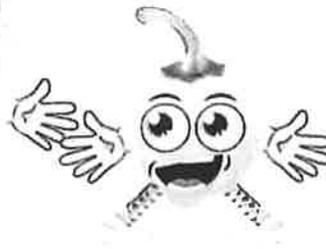
"Shucks"



"Peat"



"Melonie"



"Bell"



"Tommie"

## SPECIALTY CROP MINI-GRANT PROGRAM

## I. Project Rationale

The Specialty Crop Mini-Grant Program is designed to increase students' awareness of specialty crops (fruits, vegetables, tree nuts, dried fruits, horticulture, and nursery crops (including floriculture)).

## II. Criteria for Schools, 4-H Clubs, and FFA Chapters

- A minimum of 100 students for average daily attendance.
- Garden must be located on or adjacent to the school site.
- NEW!** • A video conference with AITC staff to discuss using gardening in the curriculum is required.
- Project must be advised by a UT Extension Agent.
- A farmer volunteer, preferably a county Farm Bureau board member, must also serve as a project advisor.
- Teacher and parent involvement is mandatory.
- Applicants must have either attended an AITC workshop or agree to participate via video conference. Workshop participants will receive AITC resource materials and training on how to use the interdisciplinary material in conjunction with regular classroom learning activities.
- Most importantly, the gardens must contain specialty crops, such as fruits, tree nuts, nursery crops, or garden vegetables. Honeybees for honey production are encouraged if allowed by the school.
- This funding may not be used for butterfly gardens or nature trails. However they may be included in your project.
- Pre and post test average scores on select lessons will need to be reported to the Foundation.

## III. General Information about the Mini-Grant

Foundation committee members will evaluate each application for proper criteria and study objectives before grants are awarded. Notification of acceptance or rejection of application will be delivered in writing. Money will be awarded by the county Farm Bureau leadership. Recognition, therefore, may be given on both the state and local level. There is no application deadline. Applications will be accepted as long as grant funding is available. Up to \$500 may be awarded for new garden sites. This must include matching funds. Up to \$250 may be awarded for on-going garden projects from the Foundation. This also must be matched.

## IV. Matching Funds

The following resources may be able to provide matching funds for the Specialty Crop Mini-Grant:

- Tennessee Department of Agriculture
- Local school funds
- County Farm Bureau
- Local Farmers Cooperative
- Agricultural business and organizations
- Parent - Teacher organizations
- Lumber yards, hardware stores, etc...
- In-kind support, i.e. equipment, labor, materials, etc...

## V. Questions

Any questions regarding the Specialty Crop Mini-Grant Program should be directed to one of the following contacts at the Tennessee Farm Bureau Federation -- (931) 388-7872:

• Chris Fleming [cfleming@tfbf.com](mailto:cfleming@tfbf.com)  
Tennessee AITC Coordinator, ext. 2759

• Dan Strasser [dstrasser@tfbf.com](mailto:dstrasser@tfbf.com)  
Director of Special Programs, ext. 2216

• Kristy Chaetline [kchaetline@tfbf.com](mailto:kchaetline@tfbf.com)  
Associate Director of Special Programs, ext. 2214

Mail completed form to AITC, PO Box 313, Columbia, TN 38402 or Fax to (931) 840-8699

# APPLICATION for TENNESSEE FOUNDATION FOR AGRICULTURE IN THE CLASSROOM Specialty Crop Mini-Grant

• Name of school/club: West View Elementary Average daily attendance: 205  
 • County: Knox Address: 1714 Maple Ave. City: Knoxville  
 • State: TN Zip: 37921

• Name(s) of coordinating teacher(s):  
 • Emily Gonzalez  
 • Amanda Garrett

• Phone number where you can be reached to discuss plans: (School phone): \_\_\_\_\_ Best time to call: \_\_\_\_\_  
 (Home phone for \_\_\_\_\_): \_\_\_\_\_ Best time to call: \_\_\_\_\_  
 Email: \_\_\_\_\_

• Agricultural Extension Advisor: Name: Emily Gonzalez Phone: 865-215-3558 Signature: *Egonzalez*  
 Address: 400 W. Main Street, Suite 560 City: Knoxville State: \_\_\_\_\_ Zip: 37902

• Farmer Volunteer Advisor: Name: Khann Chov Phone: 865-546-8446 Signature: *Khann Chov*  
 Address: 1719 Reynolds St. City: Knoxville State: \_\_\_\_\_ Zip: 37921

• List other cooperating groups:  
 • Knox County UT/TSU Extension Master Gardeners  
 • \_\_\_\_\_  
 • \_\_\_\_\_  
 • \_\_\_\_\_

For Office Use

Date Received: \_\_\_\_\_

Date Approved: \_\_\_\_\_

• List the name(s) of teacher(s) in your school who have attended an AITC University Workshop sponsored by the Tennessee Foundation for AITC within the last three years:

- Name: Emily Gonzalez Grade: 4,5 Year attended workshop: 2016
- Name: \_\_\_\_\_ Grade: \_\_\_\_\_ Year attended workshop: \_\_\_\_\_
- Name: \_\_\_\_\_ Grade: \_\_\_\_\_ Year attended workshop: \_\_\_\_\_

• List the name(s) of teacher(s) in your school who will participate in an AITC video conference workshop sponsored by the Tennessee Foundation for AITC (Please note: Trainings will be in the following grade group categories: PreK-2, 3-5, 6-12).

- Name: \_\_\_\_\_ Grade: \_\_\_\_\_ Email: \_\_\_\_\_
- Name: \_\_\_\_\_ Grade: \_\_\_\_\_ Email: \_\_\_\_\_
- Name: \_\_\_\_\_ Grade: \_\_\_\_\_ Email: \_\_\_\_\_

**NEW!**

- Preferred date(s) for video conference: Apple FaceTime or Polycom H.323 • \_\_\_\_\_
- Possible date(s) for a local AITC workshop: • \_\_\_\_\_ • \_\_\_\_\_
- Would your school like to host a free local AITC workshop onsite? • \_\_\_\_\_
- Value of matching sponsorship (please include specifics on in-kind gifts such as volunteer time etc): \$ 250

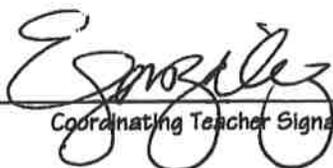
**Volunteer time (~20 hours) and youth gardening education materials**

• Amount of grant money you are applying for \$ \_\_\_\_\_ (Please note: This amount can not exceed the amount listed in the question above. The maximum amount for a start-up grant is \$500. The maximum amount for an on-going grant project is \$250)

**Required**

- On an attached sheet(s) of paper, please describe and/or outline your project plans. Please include time table, food production crops, specific need for funding, role of the cooperators, curriculum correlation, and visuals (i.e. drawings, illustrations, maps, photographs, etc...)
- Project reports and pictures are due to the Tennessee Foundation for Agriculture in the Classroom by May 1.

\_\_\_\_\_  
School Principal Signature

  
\_\_\_\_\_  
Coordinating Teacher Signature

## West View Elementary Renewal Grant Application, 2016

We are currently working with two 4'x8' raised beds at West View Elementary in Knoxville and would like to add two more. This would give us additional bed space, as our group of gardening youth has outgrown the current space. The current beds are enclosed within school fencing and located near the playground on the western side of the school, receiving at least eight hours of sunlight each day. Students water the beds daily, if it doesn't rain, using watering cans to carry water from inside the school, as there is currently no practical outdoor water source.

New beds would be placed parallel to the existing beds, at least 3 feet apart, allowing room for students to garden in all beds at once and for ease of instruction and supervision (see below). Our fall gardening plans include cool-season crops like radishes, kale, lettuce, bok choy and turnips.



Students enjoying their harvest from fall, 2015.

**KNOX COUNTY BOARD OF EDUCATION**

This document is approved by the Knox County Board of Education on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, as reflected in its minutes, and certified by its Chairperson.

\_\_\_\_\_  
BOARD CHAIR – Signature

\_\_\_\_\_  
BOARD CHAIR – Printed Name

Date: \_\_\_\_\_

**KNOX COUNTY GOVERNMENT**

\_\_\_\_\_  
MAYOR – Signature

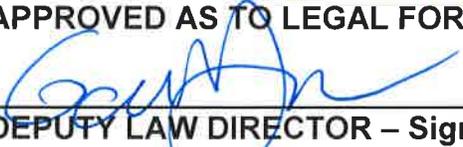
\_\_\_\_\_  
MAYOR – Printed Name

Date: \_\_\_\_\_

**KNOX COUNTY LAW DIRECTOR**

CONTRACT NO. 16-498  
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE

  
\_\_\_\_\_  
DEPUTY LAW DIRECTOR – Signature

Gary Dwyler  
\_\_\_\_\_  
DEPUTY LAW DIRECTOR – Printed Name

Date: 9/20/16

**VENDOR**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
COMPANY NAME (VENDOR)

Date: \_\_\_\_\_

**AGENDA COMMITTEE MEETING**

**20.**

**Meeting Date:** 10/05/2016  
**Requested By:** Michelle Barrett,  
LIBRARY  
SYSTEM  
**Department:** LIBRARY SYSTEM  
**Requires Expenditure of Funds:** YES                      **Funded in Current Budget:** YES  
**Appropriation Required:** NO

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Information

**CAPTION**

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a contract with Walden Security for unarmed security guard services at Lawson McGhee Library and the East Tennessee History Center.  
*(Library)*

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**AGENDA COMMITTEE MEETING**

**21.**

**Meeting Date:** 10/05/2016  
**Requested By:** Allison Rogers,  
SHERIFF  
**Department:** SHERIFF  
**Requires Expenditure of Funds:** YES **Funded in Current Budget:** YES  
**Appropriation Required:** NO

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Information

**CAPTION**

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a contract between Bailey Computing Technologies, Inc. (BCTI) and Knox County Government for VMware Virtualization and SAN Implementation.  
*(Sheriff)*

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Attachments

**BCTI contract**

# Knox County Government

and

## Bailey Computing Technologies, Inc.

**This Contract**, made and entered into between Knox County Government, hereinafter referred to as the "County" and Bailey Computing Technologies, Inc., hereinafter referred to as "Contractor".

**Whereas**, the Knox County Sheriff's Office requested Knox County Procurement to enter into negotiations for VMware Virtualization and SAN Implementation for the Knox County Sheriff's Office and Knox County Government utilizing the State of Tennessee Contract #034863 and;

**Whereas**, Vendor submitted a proposal in accordance with said requested specifications, the response of which is the most responsible and responsive proposal meeting specifications accepted by the County;

**Whereas**, Contractor agrees and undertakes to provide said services for the County, as set forth in the Contract and incorporated documents herein, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Contract.

**Now, therefore** in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

### Witnesseth:

**1. Terms of this Contract.** This Contract commences on the 1st day of November, 2016 and ends upon final acceptance of the project unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. The County reserves the right to purchase these goods/services from other sources if the need arises. The County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.

**2. Additions or Deletions.** Knox County reserves the right to add or delete goods and/or services as the need arises. If goods and/or services are to be added, Knox County and the Contractor will arrive at a mutually agreed price.

**3. Payment.** The County shall pay Contractor the amount as agreed upon in the Contract documents;

<b>Contract Value</b>	<b>\$119,538.00</b>
1. 10% of Contract Price upon Execution;	\$11,953.80
2. 30% of Contract Price upon Receipt and Acceptance of Equipment;	\$35,861.40
3. 20% of Contract Price upon Installation of Equipment;	\$23,907.60
4. 15% of Contract Price upon System Acceptance;	\$17,930.70
5. 25% of Contract Price upon Final Acceptance	\$29,884.50
IMSV License Agreement, paid upon receipt of license Key	\$9,922.50
<b>Total Contract Value</b>	<b>\$129,460.50</b>

pursuant to all payments being subject to the County’s review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by the County.

**4. Invoicing and reporting requirements.** Contractor shall invoice KCECD for the total charges as determined by the milestone payment schedule stated above. All invoices must include the original Knox County purchase order number and a detailed description of each line item being invoiced.

**5. Termination.** The County may terminate this Contract with or without cause, upon written notice of not less than sixty (60) days. Upon termination, the County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of the County.

**Should the Contractor** fail to provide the VMware Virtualization and SAN Implementation detailed herein, the County will communicate the **problem(s) to the Contractor** both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. **The Contractor shall** rectify the problem within the time frame established by Tennessee State Law. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to discontinue service under this Contract, Contractor agrees to give the County at least one hundred twenty(120) day advance written notice of said discontinuance of service prior to discontinuing same. Any discontinuance of service without said advance notice shall constitute a material breach of this Contract.

**6. Appropriations.** In the event no funds are appropriated by the County for the VMware Virtualization and SAN Implementation in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

**7. Independent contractor.** Contractor acknowledges that Contractor and employees serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability.

**8. Compliance with all federal, state, and municipal laws.** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of the VMware Virtualization and SAN Implementation, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

**9. Severability clause.** If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

**10. Prohibition against assignment.** Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of the County.

**11. This Contract** shall be governed by the laws of the State of Tennessee both as to interpretation and performance. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.

**12. Right to inspect.** The County reserves the right to make periodic inspections of the manner and means the services are performed.

**13. Nondiscrimination and non-conflict statements.** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

**14. Books and records.** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that **represent the Contractor's costs** of manufacturing, acquiring or delivering the products and services governed by this Contract.

**15. Contractor** shall indemnify, defend, save and hold harmless, County, its officers, agents and employees from all third party suits, claims, actions or damages of any nature brought because of the breach of the **Contract by Contractor**, its subcontractors, agents or employees or

due to any negligent act, occurrence, omission, commission of Contractor, its subcontractors, agents, or employees.

**16. Delivery.** Contractor shall render the VMware Virtualization and SAN Implementation for the County in accordance with documents contained herein.

**17. Tax Compliance.** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Purchasing Division.

**18. Limitations of liability.** In no event shall either party be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if a party has been advised of the possibility of such damages

**19. Contract documents.** It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

- A. Contractor's Scope of Work
- B. Contractor's Quote dated September 22, 2016
- C. Tennessee Statewide Contract #34863
- D. State of Tennessee Terms and Conditions
- E. SWC#385, Cisco Products Contract Information and Usage Instructions
- F. SWC #385, Cisco Hardware, Software, & Services Contract Information and Usage Instructions
- G. Certificate of Insurance

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one original copy on the day and year first above written.

**KNOX COUNTY GOVERNMENT**

\_\_\_\_\_  
MAYOR – Signature **Tim Burchett**  
MAYOR

Date: \_\_\_\_\_

**KNOX COUNTY LAW DIRECTOR’S OFFICE**

CONTRACT NO. \_\_\_\_\_ KNOX COUNTY, TENNESSEE  
APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
LAW DIRECTOR – Signature LAW DIRECTOR – Printed Name

Date: \_\_\_\_\_

**VENDOR**

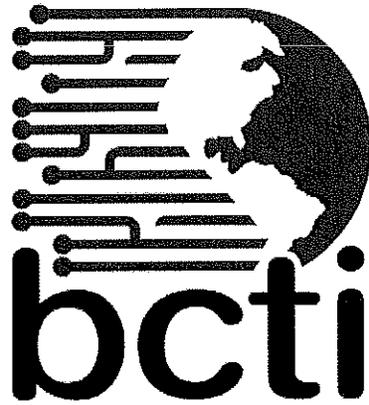
\_\_\_\_\_  
AUTHORIZED SIGNATURE VENDOR – Printed Name

**BAILEY COMPUTING TECHNOLOGIES, INC.**  
COMPANY NAME (VENDOR)

Date: \_\_\_\_\_

**Attachment “A”**

**Contractor’s Scope of Work**



Will Conner  
BCTI - Scope of Work  
VMware Virtualization and SAN Implementation  
August 29, 2016

## I. Scope of Work

This Scope of Work (SOW) as outlined below is engineered to include the following activities based on Customer meetings, discussions, email communications, and/or any other documentation provided to BCTI prior to the initiation of said project. This executed SOW will act as a guideline from which the overall project and its success will be governed.

## II. Overview

Knox County Sheriff's Office has requested assistance from BCTI to install and configure a new SAN storage and VMware infrastructure to replace their existing physical server systems. There will be no physical hardware changes to the existing network infrastructure as this is being considered for a separate project.

The new virtualization and storage infrastructure will be installed and configured by certified CISCO Storage and VMware Certified engineers. The new SAN will be setup based on industry best practices and configured to support the performance demands of the new virtual infrastructure. After the SAN has been installed and configured, BCTI will perform system tests to check the performance of the system in addition to verifying that all hardware and software components are functioning properly. BCTI will also perform redundancy tests to confirm that there is no single point of failure in the design.

BCTI is to perform all professional services as outlined below to assist the Customer in successfully executing those project goals and objectives presented to BCTI upon commencement of this SOW. Any and all changes that may be requested by the Customer and/or required as a result of any and all unforeseen circumstances and/or incomplete knowledge transfer prior to the creation of this SOW will require a revised SOW or a completely separate Support/Project Ticket generated.

### *PROJECT OBJECTIVES*

#### **SAN and VMware systems implementation**

- Install new MSA 2040 storage array hardware.
- Configure SAN storage volumes. Multiple RAID levels and disk types are supported. We will plan the configuration of storage volumes to maximize performance for the various systems that will be installed and/or migrated to the new SAN.
- Install the new CISCO servers in the rack and install and configure VMware ESXi v.6.0 with the latest build.

- Configure the 10Gbps network adapters in each server to connect directly to the SAN over OM3 fiber cables.
- Install and configure a new VMware vCenter server.
- Setup VMware server connectivity to the new SAN storage system.
- Configure iSCSI multipathing support in VMware to allow for network path failover and enhanced performance.
- Configure virtual networking redundancy for each virtual switch.
- Install and setup new Windows Server 2012 R2 VM template
- Setup a new VMware HA cluster and add the new hosts into the cluster.
- Configure HA cluster failover settings, admission control policies, and VMware monitoring.
- Prepare VMware systems for data migration.
- Migrate existing physical servers and/or virtual server to the new virtual environment by performing P2V migrations using VMware converter tool
- Complete VM data migration and cutover the systems to the new CISCO VMware servers.
- Test all components of the new SAN and VMware solution. Verify all VMs are running and fully operational.
- Test VMware redundant components and HA failover.
- Train Knox County Sheriff's Office IT staff on operational configuration and maintenance tasks for the new SAN environment.
- Prepare and provide documentation for the new VMware and SAN infrastructure.

#### **Active Directory and Backup Systems implementation**

- Create new Windows server virtual machines to support Active Directory, DHCP, Backup and management services.
- Implement two new virtual Active Directory domain controllers running Windows Server 2012 R2.
- Migrate all AD roles, services and objects to the new AD domain controllers.
- Decommission all old domain controllers.
- Build DHCP failover configuration on the Windows Server 2012 R2 server platform.
- Design and implement new DHCP scopes based on customer's VLAN configuration
- Install and configure customer provided antivirus system on all new servers.
- Install and configure the SIRIS backup appliance.
- Install and configure backups using specific priorities for all servers.
- Complete initial backups of all new servers and data.
- Perform round trip drive to seed the cloud data center with all initial backups.
- Once round trip drive has been synced at the data center, configure all servers to continue to sync data off-site to the data center.

### **Exchange Server 2016 e-mail systems migration**

- Design and build a new Exchange 2016 server infrastructure to support Knox County Sheriff's Office.
- Prepare Active Directory for Exchange 2016 installation
- Create a new Windows 2012 R2 virtual server in the VMware cluster.
- Install Exchange 2016 CAS and Mailbox server roles on the newly provisioned virtual server.
- Setup CAS services, including Outlook Web App, Outlook Anywhere, ActiveSync, and EWS.
- Install a UCC certificate for webmail and remote access to e-mail.
- Plan e-mail migration strategy from existing system to the new Exchange 2016 server.
- Setup auto discover services to configure Outlook automatically for all users to connect.
- Setup legacy server coexistence between new Exchange 2016 server and existing email server.
- Install and configure the Trend Interscan Messaging Security Virtual Appliance for email filtering against spam, virus, and malware infections.
- Migrate all user mailboxes, public folders, and other email data over to the new virtual server.
- Plan and coordinate e-mail cutover process with IT staff.
- Troubleshoot Outlook or e-mail service connectivity issues during the Exchange migration process.
- Train Knox County Sheriff's Office IT staff on Exchange Server maintenance, troubleshooting, and regular processes like adding new mailboxes as needed.

### ***PROJECT ASSUMPTIONS:***

- Server closet in Knox County Sheriff's Office should have adequate rack space, power, and cooling for new VMware servers and SAN infrastructure.
- Properly functioning email server infrastructure.
- All users are running Microsoft Outlook 2010 or higher.
- All existing PCs and servers can operate in a Windows Server 2012R2 domain.
- Password policies and other security policy design changes should be discussed with and approved by Knox County Sheriff's Office management.
- WAN upload speeds of at least 5Mbps free provided for the SIRIS backup appliance to maintain timely off-site backups to the data center.

#### *CLIENT RESPONSIBILITIES:*

- Provide onsite and remote access for BCTI engineers for performing responsibilities as outlined above.
- Provide all software licenses and media as required that were not purchased as part of the new infrastructure. This includes licensing keys, USB dongles, etc. for existing applications.
- Provide UCC SSL Certificate for Exchange Server deployment. BCTI recommends GoDaddy for purchase of this certificate.
- Work with BCTI to plan and prepare for downtime for network and system cutovers if they are required.
- Coordinate IT on-site support with BCTI engineers as needed.
- Provide personnel for testing and training sessions.  
Provide network switching with at least 6 x 1Gbps Ethernet connections for each new server and 2 x 1Gbps Ethernet connections for the SAN. This is a total of 14 1GBps Ethernet connections for the new infrastructure to function correctly.

### **III. Conclusion**

The VMware and SAN storage architecture will greatly enhance the systems infrastructure at Knox County Sheriff's Office. The new MSA SAN is a high-performance storage array designed for advanced virtualization workloads. BCTI will build the storage solution based on industry best practices and standards. Our goal is to optimize performance and redundancy across all components of the VMware server and storage infrastructure.

The new Active Directory and Exchange server systems migrations will provide Knox County Sheriff's Office with a robust directory services infrastructure and e-mail architecture with many new systems and feature enhancements. In addition, the new Trend email scanning solution will provide advanced enterprise security protection against the latest viruses, malware and security vulnerabilities attempting to arrive via email. The new SIRIS backup solution will provide Knox County Sheriff's Office with peace of mind by storing full system backups of all virtual machines that can be restored quickly in a disaster. The SIRIS backup solution also supports full off-site virtual machine replication capabilities that will allow Knox County Sheriff's Office to have all of their production VMs replicated to the Datto data center to allow for disaster recovery of virtual system workloads in the event the local appliance is unavailable.

**Attachment “B”**

**Contractor’s Quote dated September 22, 2016**



**BCTI**

PO Box 8456  
 Gray, TN 37615  
 Ph: (423) 283-0543 Fax: (423) 282-8887

QUOTE	
Date:	9/22/2016

**NETWORKING • TRAINING • DEVELOPMENT**

Quote: Cisco State of Tennessee Contract (#034863) Pricing  
 Prepared For: Knox County Sheriff's Office  
 Account Mgr: Cyndee Purdy-Godsey  
 Prepared By: Chase Boles, CCDP

Item #	Qty	Description	Unit Price	Total Price
<b>Cisco Server Equipment and Support</b>				
1	3	Cisco UCS 5P C220M4S Adv2 w/2 x E52650 v4, 8 x 16GB, VIC1227	8,899.00	26,697.00
2	6	Cisco 2.20 GHz E5-2650 v4/105W 12C/30MB Cache/DDR4 2400MHz	-	-
3	24	Cisco 16GB DDR4-2400-MHz RDIMM/PC4-19200/single rank/x4/1.2v	-	-
4	3	Cisco UCS VIC1227 VIC MLOM - Dual Port 10Gb SFP+	-	-
5	3	Cisco Emulex Opt Out	-	-
6	3	Cisco Ball Bearing Rail Kit for C220 M4 and C240 M4 rack servers	-	-
7	6	Cisco 770W AC Hot-Plug Power Supply for 1U C-Series Rack Server	-	-
8	6	Cisco Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	-	-
9	3	Cisco M4 - v4 CPU asset tab ID label (Auto-Expand)	-	-
10	6	Cisco Heat sink for UCS C220 M4 rack servers	-	-
11	3	Cisco KVM local IO cable for UCS servers console port	-	-
12	3	Cisco Supercap cable.950mm	-	-
13	24	Cisco UCS 2.5 inch HDD blanking panel	-	-
14	3	Cisco 12G SAS Modular Raid Controller	-	-
15	3	Cisco 12Gbps SAS 1GB FBWC Cache module (Raid 0/1/5/6)	-	-
16	3	Cisco Intel i350 Quad Port 1Gb Adapter	-	-
17	6	Cisco 300GB 6Gb SAS 10K RPM SFF HDD/hot plug/drive sled mounted	549.66	3,297.96
18	3	Cisco SMARTNET 24X7X4 (Not Sold Standalone) C220M4S Adv2w/2xE52650v	409.18	1,227.54
<b>Cisco Infrastructure - Server/Storage Block</b>				
19	2	Cisco Catalyst 3850 24 Port Data IP Base	3,575.00	7,150.00
20	2	Cisco Catalyst 3850 2 x 10GE Network Module	1,375.00	2,750.00
21	6	Cisco 10GBASE-SR SFP+ transceiver module for MMF, 850-nm wavelength, LC duplex connector	547.25	3,283.50
<b>Cisco Professional Services</b>				
22	1	Cisco Contract - BCTI 750 Unit Tiered Service Block	75,000.00	75,000.00
			<b>TOTAL</b>	<b>\$ 119,406.00</b>





**Attachment “C”**

**Tennessee Statewide Contract #34863**



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

**Statewide Contract Issued to:**

Bailey Computing Technologies Inc.  
110 Klm Dr. Suite 8  
Gray, TN 37615

Vendor ID: 0000086520

**Contract Number: 0000000000000000000034863**

Title: Cisco Hardware, Software, and Services

Start Date : January 01, 2013 End Date: December 31, 2017

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

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

The purpose of this Invitation to Bid is to establish a source or sources of supply for all state agencies, local governmental agencies within the geographic limits of the State of Tennessee, any private nonprofit institution of higher education charter in Tennessee, and any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3) as amended and which contracts with the Department of Mental Health and Mental Retardation to provide services to the public (T.C.A. 33-2-401). Purchases by local governmental agencies, private institutions of higher education, and authorized corporations are optional with those agencies, private institutions of higher education, and corporations and offers to sell to local governmental agencies are optional with the bidder.

**Contract Contact Information:**

State of Tennessee  
Department of General Services, Central Procurement Office  
Contract Administrator: Christopher Benson  
3rd Floor, William R Snodgrass, Tennessee Tower  
312 Rosa L. Parks Avenue  
Nashville, TN 37243-1102  
Phone: 615-741-0942  
Fax: 615-741-0684  
Email: Chris.Benson@tn.gov

**Line Information**

**Line 1**

Item ID:

*(Catalog Category 1, Cisco Hardware) 45% Floor Discount From Cisco Manufacturer Catalog*

Unit of Measure: EA

Unit Price: \$

**Line 2**

Item ID:

*(Catalog Category 2, Cisco Software) 45% Floor Discount from Cisco Manufacturer Catalog*

Unit of Measure: EA

Unit Price: \$

**Line 3**

Item ID:

*(Catalog Category 3, Cisco Developer Software) 45% Floor Discount from Cisco Manufacturer Catalog*

Unit of Measure: EA

Unit Price: \$

**Line 4**

Item ID:

*(Catalog Category 4, Cisco SMARTnet Maintenance) 18% Floor Discount from Cisco Manufacturer Catalog*

Unit of Measure: EA

Unit Price: \$

**Line 5**

Item ID:

*(Catalog Category 5, Cisco Training/Education) 18% Floor Discount from Cisco Manufacturer Catalog*

Unit of Measure: EA

Unit Price: \$

**Line 6**

Item ID:

*(Catalog Category 6, Cisco Learning Credits) 10% Discount from Cisco Manufacturer Catalog*

Unit of Measure: EA

Unit Price: \$

**Line 7**

Item ID:

*(Category 7, Cisco Certified Partner Installation Services) \$200.00 Maximum Hourly Rate*

Unit of Measure: HR

Unit Price: \$ 200.00

APPROVED:   
CHIEF PROCUREMENT OFFICER

BY:   
PURCHASING AGENT

10/08/15  
DATE

## **Attachment “D”**

### **State of Tennessee Terms and Conditions**



## Terms and Conditions

**FINAL** Event Number: **31701-000005996**  
Cisco Hardware, Software, Support, and Services

### **Standard Terms and Conditions**

#### Instructions to Bidders:

1. Read the entire bid, including all terms and conditions and specifications.
2. If submitting the bid by mail: All bid prices must be typed or written in ink on the Line Details portion of the Invitation to Bid (ITB); any corrections, erasures or other forms of alteration to unit prices must be initialed by the bidder.
3. If submitting the bid by mail, the bid must be manually signed in ink; failure to do so will cause rejection of your bid. If submitting the bid on-line, your electronic signature constitutes having signed the bid.
4. Bid prices shall include delivery of all items F.O.B. destination or as otherwise specified.
5. Address all inquiries and correspondence to the Purchasing Agent indicated in the Invitation to Bid.
6. I (we) agree to strictly abide by all the statutes and terms contained in the rules of the Department of General Services, Central Procurement Office which are by reference made a part hereof, in addition to the Standard and Special Terms & Conditions, and Specifications embodied in this Invitation to Bid.
7. **IMPORTANT:** By submitting the bid, the Bidder certifies compliance with the above and further certifies that this bid is made without collusion or fraud.
8. State statutes require that all bidders be registered prior to the issuance of a contract or a purchase order. Vendors/Bidders can register online at the State of Tennessee Supplier Portal: <https://supplier.edison.tennessee.gov>.
9. I (We) propose to furnish and deliver any and all of the supplies, services, and/or other commodities named in the Invitation to Bid, and for which I (we) have set prices in my (our) offering.
10. It is understood and agreed that this bid, when certified by authorized signature, shall constitute an offer, which when accepted in writing by the Department of General Services, Central Procurement Office, and subject to the terms and conditions of such acceptance, will constitute a valid binding contract between the State of Tennessee and the Vendor/Contractor (bidder) submitting such offering.
11. By my (our) written signature on this bid I (we) guarantee and certify that all items included in the bid meet or exceed any and all State specifications covering such items. I (We) further agree,

if awarded a contract or purchase order as a result of this bid, to deliver such commodities, service or merchandise which meet or exceed the specifications.

12. It is understood and agreed that no contract may be assigned, sublet, or transferred without the written consent of the Deputy Commissioner, Department of General Services.

13. The inclusion in any bid of a limitation of remedies clause or a limitation of liabilities clause shall be cause for rejection except in bids for telecommunications and information technology goods and services. Pursuant to Tennessee Code Annotated 12-3-314(d), if a limitation of liability is included in the bid for telecommunications and information technology goods and services it can be for not less than two (2) times the value of the contract and it shall not apply to intentional torts, criminal acts, fraudulent conduct or acts or omissions that result in personal injuries or death. Provided, however, if the Commissioner determines that it is necessary to protect the interests of the state, the Commissioner may petition the Board of Standards to approve contractor liability in excess of two (2) times the value of the contract. If the Board agrees with the Commissioner, it may approve such a higher liability amount.

14. All bidders have the right to inspect the bid file, prior to award, upon completion of the evaluation by the Central Procurement Office. Interested bidders should contact the Purchasing Agent following the bid opening date or once the file is open for the seven (7) day inspection period. A "File Open for Inspection" letter will be sent to all bidders detailing the bidder(s) recommended for award and the evaluated award amount(s). Upon request, a reasonable opportunity to inspect the bid file will be provided to the bidder. If there is no request to inspect the bid file by the end of the seven (7) day inspection period, the Purchasing Agent will proceed with the award.

15. Protest by Vendor: Pursuant to Tenn. Code Ann. 12-3-214 (authority to resolve protested bids, bid process or procedures, and awards), vendors may protest. Please refer to the Agency Purchasing Procedures Manual, Section 14.13.1 for protest procedures and protest bond requirements or contact the purchasing agent at 615-741-1035. The manual is located on the Central Procurement Office Website: [www.tennessee.gov/generalserv/purchasing](http://www.tennessee.gov/generalserv/purchasing)

16. Bid Mailing Instructions: Each individual bid proposal must be returned in a separate envelope package or container and must be properly labeled on the outside referencing the applicable event number and the bid opening date. Bids should be mailed in a properly labeled sealed envelope to the following address:

Department of General Services, Central Procurement Office  
Attn: Bidder Services  
3rd Floor, William R Snodgrass, Tennessee Tower  
312 Rosa L. Parks Avenue  
Nashville, TN 37243-1102

17. Subject to paragraph 13, the Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be

deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106

18. Contracts are entered into solely for the convenience of the State of Tennessee. The vendor/contractor understands and agrees that the State of Tennessee, as a signatory party to a contract, is solely responsible for its performance, and that the officers and employees of the Department of General Services, Central Procurement Office, act exclusively as agents of the State for the award, consummation, and administration of contracts and are not personally liable for any performance or nonperformance by the State.

19. A bid must be received in the Central Procurement Office on or before the date and hour designated for the bid opening or the bid will be rejected.

20. The Central Procurement Office may reject any or all bids. Action to reject all bids shall be taken only for unreasonably high prices, errors in the Invitation to Bid (ITB), cessation of need, unavailability of funds, or any other reason approved by the Board of Standards. The Board of Standards has authorized rejection of all bids for failure to secure adequate competition. If an ITB is to be re-advertised, all prior bids shall remain closed to inspection until the evaluation of the re-advertisement is complete.

21. All present and former employees or officials of the State are referred to Tennessee Code Annotated 12-4-103.

22. Any individuals with disabilities who wish to participate in public meetings such as a scheduled pre-bid conference or other scheduled function should contact the Central Procurement Office to discuss any auxiliary aids or services needed to facilitate such participation. Such contact may be in person, by writing, telephonically, or otherwise, and should be made no less than ten (10) days prior to the scheduled event, to allow time for the Central Procurement Office to provide such aid or service.

23. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal and/or Tennessee State Constitutional and/or statutory law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in the performance of the Contract or in the employment practices of the vendor/contractor. The vendor/contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and applicants, notices of non-discrimination.

24. TAXES: Purchases of goods by the State of Tennessee are exempt from Tennessee sales and use tax pursuant to Tenn. Code Ann. 67-6-329(a) (4), and the state is generally exempt from Federal excise tax. Contractors are subject to Tennessee sales and use tax on all materials and supplies used in the performance of a contract, whether such materials and supplies are purchased by the contractor, produced by the contractor, or provided to the contractor by the State, pursuant to Tenn. Code Ann. 67-6-209. The contractor agrees to pay all taxes incurred in the performance of an awarded contract.

State agencies which procure products for the purpose of resale shall register with the Department of Revenue. Upon registration the agency will issue resale certificates to the successful contractor(s) for products procured for resale. The agency is responsible for the collection of the appropriate sales or use tax when the product is sold.

25. Exceptions to terms and conditions and/or those proposed by the bidder which may vary from the invitation to bid may render the bid unresponsive and subject the bid to rejection.

26. Unless otherwise stated, all goods called for by a purchase order must be tendered in a single delivery in compliance with the delivery time specified and payment is due only on such tender. Partial shipments and/or back orders will only be accepted with receiving agency's prior authorization.

27. All products, materials, supplies and equipment offered and furnished must be new, of current manufacturer production, and must have been formally announced by the manufacturer as being commercially available as of the date of the bid opening, unless otherwise stated in this event.

28. Manufacturers of chemical products which are the subject of purchase contracts for the State of Tennessee shall list and maintain a material safety data sheet (MSDS) for such chemical products on the national MSDS search repository or on the manufacturer's website so that such information can be accessed by means of the Internet. A site operated by or on behalf of the manufacturer or a relevant trade association is acceptable so long as the information is freely accessible to the public. In lieu of posting a MSDS on MSDSSEARCH, a bidder shall include the manufacturer's universal resource locator (URL) for its MSDS in the event. For purposes of this MSDS requirement, the Department of General Services recognizes the following URL for national MSDS search repository:MSDS-SEARCH, which can be accessed on the internet at: <http://www.msdssearch.com>.

29. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The contractor agrees that it will be subject to the exclusive jurisdiction of the courts of Tennessee in actions that may arise under this contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Section 9-8-101 through 9-8-407.

30. State and Federal Compliance: The contractor shall comply with all applicable state and federal laws and regulations in the performance of this contract.

31. Prohibition of Illegal Immigrants: The requirements of State of Tennessee's Public Acts, 2006, Chapter Number 878 and Executive Order 41 addressing the use of Illegal Immigrants in the performance of any contract to supply goods or services to the State of Tennessee, shall be a material provision of this contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this contract.

As required by Public Acts, 2006, Chapter Number 878, no person may enter into a contract to supply goods or services to the State without first attesting in writing that the person will not knowingly utilize the services of Illegal Immigrants in the performance of this contract, and will not knowingly utilize the services of any subcontractor who will utilize the services of Illegal Immigrants in the performance of this contract. For purposes of this contract, "Illegal Immigrant" shall be defined as any person who is not either a United States citizen, a lawful permanent resident, or a person whose physical presence in the United States is authorized or allowed by the department of homeland security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the contract. The contractor hereby attests, certifies, warrants, and assures that it shall comply with this term and condition for the entire contract period.

The contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this contract. The contractor may appeal

the imposition of the one-year prohibition by utilizing an appeals process established by the Commissioner of Finance and Administration.

As per Executive Order 41, the contractor shall be required to submit semi-annual Attestation Forms and obtain a signed Attestation Form from any subcontractor prior to the use of the subcontractor and semi-annually thereafter during the contract period. The records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State. Records shall include but are not limited to the following:

Documentation on contractors' employees and subcontractor personnel working on this contract showing that they are legal to work in the United States and payroll records.  
Signed and dated Attestation Forms for your company that have been submitted to the Central Procurement Office and Attestation Forms obtained from subcontractor(s).

Note: The contractor shall be required to obtain prior approval to subcontract from the Deputy Commissioner of General Services, Central Procurement Office.

By authorized signature on this Invitation to Bid the contractor constitutes signing the Attestation Form for the initial six (6) months of the contract period. The contractor shall be required to submit signed Attestation Forms on a semi-annual basis from the start date of the contract period through to its completion date to the Central Procurement Office. Such attestations shall be maintained by the contractor in a permanent file on the vendor premises and made available to State officials upon request. The State of Tennessee provides an "approved Attestation Form" to support the reaffirmation process. The form can be accessed and printed from the internet at [http://tn.gov/generalserv/purchasing/for\\_bidders.html](http://tn.gov/generalserv/purchasing/for_bidders.html).

## Special Terms and Conditions

**1. F.O.B. Destination (Statewide Contract)**

All state agencies, local government agencies and authorized non-profit enterprises located within the State of Tennessee.

**2. Term of Contract - Multi-Year**

Total Number of Years if all Options are Exercised: 3

Initial Contract Term With 2  
Renewals

Start Date: December 15, 2012 Initial End Date: December 14, 2013 Final End Date:  
December 14, 2015

The anticipated effective (start) date and expiration (end) dates of the contract are shown above. If award has not been made by the anticipated effective date, then the contract shall become effective upon the date the bid is accepted and contract awarded by the State, as indicated by the purchasing agent's signature on the contract notice of award (note: the change of effective date may not result in a change of the anticipated expiration date.)

RENEWAL OPTIONS: This contract may be renewed upon satisfactory completion of the initial contract term. The State reserves the right to execute up to the number of renewal options listed above annually under the same terms and conditions for a period not to exceed 12 months each by the State. It is mutually understood and agreed that the State's commitment is limited to a base term contract, not to exceed twelve (12) months, which is subject to renewal annually at the State's sole option.

It is understood and agreed that the State reserves the right to extend the term contract period resulting from this solicitation an additional period of time, not to exceed 180 days beyond the normal expiration date of such contract, upon mutual written agreement by both parties, under the same terms and conditions. Provided, however, in no event shall the maximum term of a contract exceed a total of sixty (60) months.

**3. Volume, Multi-Year**

The total purchases of any individual item on the contract are not known. The Central Procurement Office has attempted to give an accurate estimate of probable purchases of each item from the current contract period and projected estimates for the new contract period. The Central Procurement Office does not guarantee that the state will buy any or all estimated amounts of any specified item or any total amount.

Purchases Current Contract Period \$ 9,686,488.96

Dates: From April 01, 2009 To September 1, 2012

Estimated Funding New Contract Period

1st 12 MONTHS \$ 13,150,000.00  
2nd 12 MONTHS \$ 12,000,000.00  
3rd 12 MONTHS \$ 4,800,000.00

The vendor/contractor will only be paid for products or services rendered hereunder pursuant to purchase order releases issued to vendor/contractor from the state. The vendor/contractor is not entitled to be paid the maximum liability for any one year under the contract or any

extensions of the contract for product or service not requested by the state. Maximum liability represents available funds for payment to vendor/contractor and does not guarantee payment of any such funds to the vendor/contractor per year under this contract unless the state requests product or service and vendor/contractor provides said product or service. The state is under no obligation to request product or service from vendor/contractor in any specific dollar amounts per year under this contract and the state may not request any product or service at all from vendor/contractor during the contract period.

**4. Bids Requested on Standard State Specifications for Products and/or Services**

Unit price bids are requested on products or services that equal or exceed (unless specifications limit the dimensions or brand(s)/model(s) of products to be bid). The absence of detailed specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail and that only first quality materials and workmanship are to be used. All interpretations of specifications shall be made from this statement. It is understood that the specifications or references to available specifications shall be sufficient to make the terms of such specifications binding on the vendor/contractor. Bidders must submit for bid evaluation applicable cuts, sketches, descriptive literature, and technical specifications covering the product offered, when applicable. Reference to literature submitted previously will not satisfy this requirement.

Bids requested on architect/engineer/designer specifications, if applicable. Bids are requested per architect/ engineer/designer's specification attached. Bids are to be lump sum and/or unit prices as shown on the price sheet. Any errors or omissions in plans or specifications shall be resolved prior to submission of a bid. Submission of a bid shall constitute agreement and compliance with such specifications and plans. All shop drawings and product sheets required by specifications shall be submitted to architect/engineer/designer prior to fabrication and/or installation.

**5. Bid Offer Expiration**

Enter the expiration date of your bid offer in the space provided on this Invitation to Bid. A minimum period of thirty (30) days from the bid closing date is requested. The state shall have sixty (60) days to accept the bid if a minimum period is not stated.

**6. Delivery Time (Days)**

All items must be delivered within approximately 30 days after receipt of a purchase order (ARO).

**7. Freight F.O.B. State Agency (Dock)**

All quotations shall be F.O.B. destination. The term F.O.B. shall mean delivered and unloaded onto the receiving dock of the agency listed, with all charges for transportation and unloading prepaid by the vendor/contractor.

**8. Firm Bid Price Period (Price Increase Allowed After Time Frame)**

Prices quoted shall be firm for 180 days following the contract start date, except in the event an unexpected charge is imposed on the contractor holder by federal, state, county or city government entity during the term of the contract. The vendor/contractor may invoice the state for the imposed charge amount as long as it provides proof (invoice or statement, etc.) of the imposed charge to the user agency. The state shall also be advised of and receive the benefit of any price decrease in excess of five (5) percent automatically. The vendor/contractor holder must provide written price reduction information within ten (10) days of its effective date.

Requests for price changes based on vendor/contractor's cost:

Written requests for price changes based on vendor/contractor's actual cost for other than an imposed charge by federal, state, county, or city government entity after the firm price period shall be submitted in writing to the Department of General Services, Purchasing Division. Any increase shall be based on the vendor's/contractor's actual cost increase, may not constitute additional profit as shown in written cost documentation and must contain data establishing or supporting the general or industry wide nature of the change.

At the option of the state, (1) request may be granted, (2) the contract may be canceled and awarded to the next low bidder, (3) the contract may be canceled and the commodity/service be re-advertised for award, or (4) continue the contract without change. The Purchasing Division will accept or reject all such written requests within forty-five (45) working days of the date of receipt of complete and verified documentation.

Approval of Price Increases: If approved, the Purchasing Division will modify the contract to reflect the approved price increase and issue the revised contract. The vendor/ contractor shall honor all purchase orders dated prior to the approved price increase acceptance date at the original contract price. Approval of any price increase renews the firm price period.

Price Increase Rejection: When the state rejects a request for a price increase, the vendor/ contractor will be notified in writing of the state's intention. If the contract is to be canceled, the vendor/contractor shall be notified of the cancellation date via certified mail. The vendor/ contractor will be required to honor all purchase orders that were prepared and dated prior to the date of the cancellation, if received by the vendor/contractor within a thirty (30) days following the date of the cancellation.

**9. Bids requested for % discount/surcharge from published catalogs, price lists or price schedules**

For Category 1, (Cisco Hardware), Category 2, (Cisco Software), Category 3 (Cisco Developer Software), Category 4, (Cisco SMARTnet Maintenance), and Category 5 (Education and Learning Credits) the percent discount is defined in Specification Section 5.0, applying to the product categories listed in the manufacturer's published catalogs, price lists, or price schedules.

**10. Escalator: Automatic, Catalog or Price List**

Unit prices listed in the specific catalog or price list offered shall constitute the base price unit or unless changed by the publisher of the catalog or price list. A vendor/contractor may increase and shall decrease the price of individual products during the term of the contract to reflect changes in the manufacturer's catalog or price lists. The vendor/contractor agrees to furnish proof of such price changes upon request.

**11. Best and Final Offer**

In the interest of obtaining the best value for the State of Tennessee, the State reserves the right to enter into Best and Final Offer (BAFO) negotiations with any bidder on this sourcing event. Bidders should propose their most competitive pricing in their original bid since the State may or may not choose to conduct BAFO negotiations. If the State chooses to exercise its' right to conduct BAFO negotiations, the negotiation(s) will take place after the State evaluates the initial bids. The State reserves the right to conduct multiple BAFO rounds.

For example, if the State exercises its right to enter into BAFO negotiations, it may identify areas of a bid that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications and/or requirements. The State may seek to clarify those identified issues during the BAFO negotiations. Additionally, the State may conduct target pricing and other price or service level negotiations. Note that each clarification sought by the State may be unique to an individual bidder.

The evaluation results along with all other documentation associated with the event will be available for public inspection when the final evaluation is complete and the recommendation for award is issued.

## **12. Vendor Reporting**

See Contract Specifications Section 9.0

## **13. Bidder's Qualification**

Bidders must, upon request of the state, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions and specifications. The Assistant Commissioner, Department of General Services, Central Procurement Office, reserves the right to make the final determination as to a bidder's ability to perform.

## **14. Inspection/Facilities**

The Central Procurement Office may inspect the facilities of any bidder or may require additional information regarding a bidder's ability to perform the proposed contract. Bids may be rejected for lack of apparent ability to perform the proposed contract.

## **15. Inspection of Materials, Equipment and Products**

All materials, equipment, and products are subject to inspection and testing. Items that do not meet specifications will be rejected. Failure to reject upon receipt does not relieve the vendor/contractor of liability. When subsequent tests after receipt are conducted and when such tests reveal damage or failure to meet specifications, the state may seek damages regardless of whether a part or all of the merchandise has been consumed.

## **16. Bid Rejection**

The Central Procurement Office reserves the right to reject any bid that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other bids, if such action would be in the best interest of the state.

Errors: Each correction made by the bidder on the bid response must be initialed in ink by each correction. No corrections will be made in pencil. No bid or line item shall be altered or amended after the bid opening. In the case of errors in the extension price, the unit price will govern. Failure to comply with the above may be cause for rejection of part or the entire bid.

## **17. Multi-Award**

The state intends to award more than one (1) contract for this solicitation. To be eligible to receive an award, bidder shall meet and/or exceed the criteria outlined in the contract specifications.

## **18. Award Criteria**

An award shall be made to the lowest responsive and responsible bidder considering the following:

Ability to Perform  
Conformity to Specifications

## **19. State Contract Administrator**

Questions or problems arising from bid procedures or subsequent order and delivery procedures should be directed to:

State of Tennessee

Department of General Services, Central Procurement Office  
3rd Floor, William R. Snodgrass, Tennessee Tower  
312 Rosa L. Parks Avenue  
Nashville, TN 37243-1102  
Attn: [Donovan.Morgan@tn.gov](mailto:Donovan.Morgan@tn.gov)

## **20. Purchase Order Release (Statewide)**

Orders for products or services that are included on statewide contracts shall be prepared by agencies on departmental purchase orders and forwarded directly to the vendor/contractor. These purchase orders, when received by the vendor/contractor, serve as authorization for shipment of product(s) or start of service.

Products from different contracts issued for the same statewide may be combined on a single purchase order to the same vendor/ contractor to meet minimum order requirements. Local government agencies or authorized corporations, where applicable, will issue their purchase order releases directly to the vendor/contractor.

### **Billing Instructions:**

The vendor/contractor shall invoice the state only after product has been received by the user agency or upon completion of the service described in the purchase order/contract, unless otherwise authorized in writing by the user agency and as required below prior to any payment.

The contractor shall submit an invoice, with all necessary supporting documentation, to the state agency billing address. Such invoice shall clearly and accurately detail the following required information:

1. Invoice/reference number; (assigned by the contractor);
2. Invoice date;
3. Contract and/or purchase order number; (assigned by the state);
4. Account name;
5. Procuring state agency and division name;
6. Account/customer number (uniquely assigned by the vendor/contractor);
7. To the above-referenced account name;
8. Contractor name;
9. Contractor Identification Number; (as referenced in the contract);
10. Contractor contact (name, phone, and/or fax for the person to contact with billing questions);
11. Contractor remittance address;
12. Description of delivered product(s) or service; and
13. Total amount due for delivered product(s) or service.

The vendor/contractor understands and agrees that the invoice shall;

- Include only charges for service described in contract or Purchase Order and in accordance with payment terms and conditions set forth in the contract or purchase order;
- Not include any future work but will only be submitted for completed service, unless otherwise authorized in writing by the user agency; and
- Not include sales tax or shipping charges (unless otherwise stipulated in the contract or purchase order).

**Payment:** The contractor agrees that timeframe for payment (and any discounts) begins when the state is in receipt of a correct invoice meeting the minimum requirements above. It shall be the responsibility of the "bill to" agency to make payment in accordance with the

Prompt Payment Act of 1985. Any questions concerning payment should be addressed to the "bill to" agency and not to the Central Procurement Office.

## **21. Contract Cancellation**

Termination for Convenience: The State may terminate this contract without cause. Said termination shall not be deemed a breach of contract by the State. The State shall give the vendor/contractor at least ninety (90) days written notice before the effective cancellation date.

The vendor/contractor shall be entitled to receive compensation for product(s) shipped or services satisfactorily completed as of the cancellation date, but in no event shall the state be liable to the vendor/contractor for compensation for any product(s) or services which have not been rendered.

Upon such termination, the vendor/contractor shall have no right to any actual general, special, incidental, consequential, or any other claims whatsoever of any description or amount.

Termination for Cause: If the vendor/contractor fails to fulfill its obligations under this contract in a timely or proper manner, or if the vendor/contractor violates any terms of this contract, the State shall have the right to immediately terminate the contract upon written notice of intent to cancel. The State shall have the right to withhold payment in excess of fair compensation for completed services. Notwithstanding the above, the contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this contract by the contractor.

At the end of any fiscal year any contract may be canceled by the state without notice, in the event that funds to support the contract become unavailable.

The vendor/contractor will be required to honor all purchase orders that were prepared and dated prior to the date of the termination, if received by the vendor/contractor within a period of thirty (30) days following the date of cancellation.

## **22. Specifications Govern Over Brand Names Listed**

The acceptable brands and model numbers are believed to meet all written specifications; however, if an error exists, the specifications will govern.

## **23. Purchases by Local Government and Authorized Non-Profit Agencies (SWC)**

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

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

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

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

**INVITATION TO BID**

**The following shall be completed by the bidder. The following is a list of acceptable responses:**

1. The bidder can copy the document to their computer, fill out the form and re-attach it to the bid.
2. The bidder can attach or send its company's diversity business policies with the bid.
3. The bidder can attach or send responses to the Good Faith Efforts, Diversity Business Participation, and the Diversity Utilization Plan with the bid.

**EFFORTS TO ACHIEVE DIVERSITY BUSINESS ENTERPRISE PARTICIPATION**

The Governor, in an effort to expand economic opportunities for small businesses and businesses owned by minorities and women in Tennessee, issued Executive Order Number 14 on December 8, 2003, which created the Governor's Office of Diversity Business Enterprise (Go-DBE). In 2004, to further facilitate the State's efforts to promote greater participation by minority owned, woman owned and small businesses in its procurement and contracting opportunities, the General Assembly passed legislation amending Tennessee Code Annotated 12-3-801 through 808 establishing the "Tennessee Minority Owned, Woman Owned and Small Business Procurement and Contracting Act." July 1, 2010 Public Chapter No. 1140 became effective by amending Title 12, Chapter 3, and Part 8 relative to include service-disabled veteran owned businesses. To coordinate this effort, Go-DBE and the Department of General Services' Central Procurement Office have implemented the following procedure:

The vendor or prime contractor should contact appropriate sources within its geographic area to identify qualified minority owned, woman owned, service-disabled veteran owned and small businesses for this purpose. If needed, the Governor's Office of Diversity Business Enterprise can provide a list of minority owned, woman owned, service-disabled veteran owned and small businesses who provide an array of services or a vendor may advertise in a newspaper with one or more wide-circulation publications to enhance the solicitation of proposals from minority owned, woman owned, service-disabled veteran owned and small businesses.

To assist you in your effort to seek and solicit the participation of minority owned, women owned, service-disabled veteran owned or small businesses on this solicitation, a directory of certified Diversity Business Enterprise firms may be found on the State's website at: <http://www.tn.gov/businessopp/regdivcomp.html> : or by calling the Governor's Office of Diversity Business Enterprise toll free at 866-894-5026. If you are currently utilizing a minority owned, women owned, service-disabled veteran owned or small business that is not listed in the State's directory, please provide its company name, address and telephone number in the space provided. We will assist them in registering with the Governor's Office of Diversity Business Enterprise.

Please complete the attached form and include all pertinent documentation regarding your company's efforts to achieve diversity business participation. This information must be submitted with the bid document and monthly thereafter until a reasonable level of diversity business participation is achieved.

## GOOD FAITH EFFORTS

### GOOD FAITH EFFORTS UNDERTAKEN BUT NOT LIMITED TO THE FOLLOWING ACTIONS (PROVIDE SPECIFIC DOCUMENTATION FOR EACH EFFORT CHECKED)

- 1) \_\_\_\_ Contacted diversity businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on the Go-DBE Directory.  
(Provide a list of minority, women, service-disabled veteran owned and small businesses who were contacted. Indicate whether the diversity business responded or followed up to your solicitation request.)
- 2) \_\_\_\_ Make the specifications and requirements of this procurement available for review by prospective diversity businesses at least ten (10) days before the bid or proposals are due.
- 3) \_\_\_\_ If possible, breaking down or combining elements of work into economically feasible units to facilitate diversity business participation.
- 4) \_\_\_\_ Work with minority, women, service-disabled veteran owned, and small business trades, community organizations, or minority, women, service-disabled veteran owned or small business organizations identified by Go-DBE to obtain diversity businesses participation, whenever possible.
- 5) \_\_\_\_ If possible, provide assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for diversity business subcontractors.
- 6) \_\_\_\_ Negotiate in good faith, with interested diversity businesses, and not reject them as unqualified without sound reasons based on lack of qualification, and document in writing the reasons for exclusion.
- 7) \_\_\_\_ If possible, provide assistance to an otherwise qualified diversity business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assist diversity businesses in obtaining the same unit pricing with the bidder's suppliers, in order to help diversity businesses establish credit.
- 8) \_\_\_\_ If possible, negotiate joint venture and partnership arrangements with diversity businesses in order to increase opportunities for diversity business participation on this procurement.
- 9) \_\_\_\_ If possible, provide quick pay agreements, and policies to enable diversity businesses and suppliers to meet cash-flow demands.
- 10) \_\_\_\_ Other effort. (Please provide details of efforts made to obtain diversity participation on the procurement).

**DIVERSITY BUSINESS PARTICIPATION:**

In order to achieve Diversity Business participation, certified **MINORITY-OWNED, WOMEN-OWNED, SERVICE-DISABLED VETERAN OWNED, AND SMALL-OWNED BUSINESSES** are expected to participate in the following manner.

MBE/WBE/ SDVBE/SBE Firm	Description of Work (MBE/WBE/ SDVBE, SBE)	Projected Contract Amount and Award Date	Contract Schedule Start Date	Contract Payment Schedule	Project Completion Date
Name:  Address:  City:  State/Zip Code:  Phone: E-mail:					
Name:  Address:  City:  State/Zip Code:  Phone: E-mail:					

**DIVERSITY UTILIZATION PLAN**

**CONSULTANT/CONTRACTOR DETAILED MBE/WBE/SDVBE/SBE PLAN**

Business/Company/Vendor Name:		
Event/Contract Number:		Award Date:
Address:	City:	State: Zip Code:
Event/Contract Description: (Brief Description of Project)		
Business/Company/Vendor Contact Name:		Phone: E-Mail:

**PROJECTED MBE/WBE/SDVBE/SBE BID SUMMARY**

	%	Amount		Amount
1. Total Dollar Value of the Contract	100%	\$		
2. MBE Projected Goal Applied to the Contract	_____ %	\$	6. Total MBE Dollar Amount Met	\$
3. WBE Projected Goal Applied to the Contract	_____ %	\$	7. Total WBE Dollar Amount Met	\$
4. SDVBE Projected Goal Applied to the Contract	_____ %	\$	8. Total SDVBE Dollar Amount Met	\$
5. MBE/WBE/SDVBE Combined Projected Goals	_____ %	\$	9. Combined Total MBE/WBE/SDVBE Dollar Amount Met	\$

**Go-DBE PROGRAM USE ONLY**

		Date Approved	Date Disapproved	Initials
MBE (%)	Minorities (%)			
WBE (%)	Female (%)			
SDVBE (%)	Service-disabled veteran (%)			



## 1.0 Scope/Purpose

- 1.1 The purpose of this document is to establish statewide contract to be managed by the Central Procurement Office (CPO) and Office for Information Resources (OIR), Networking Division for Cisco Networking Hardware, Software, Training and SMARTnet Services for Networking Security, Voice Telephony and Related Technologies to meet the needs of all State agencies.

References made to listed Cisco hardware, software, training, SMARTnet services and professional services throughout this document will imply current products available on the market or newer versions/models as available. Current embedded-base products may be requested in special circumstances.

### 1.2 Current State Environment

- 1.2.1 The State of Tennessee, Department of Finance and Administration, OIR-Networking Division currently has a network infrastructure that is very diverse and complex. In order to maintain standardized compatibility, the State requires Certified Cisco Partners to provide Cisco Hardware, Software, Training and SMARTnet Services for Networking Security, Voice Telephony and Related Technologies to support the current network and architecture roadmap. These networking solutions, products and technologies could be installed in the State's Data Centers, Metropolitan Area Network, Internet ingress/egress and Wide Area Network locations **or other State occupied entities** throughout Tennessee. Cisco products are current State standard products for the following network infrastructure solutions:

- Networking Security and Related Technologies (including installation, training, licensing, and SMARTnet services )
- Voice Telephony and Related Technologies and Services (including installation, training, licensing, and SMARTnet services )

## 2.0 Contract Award and Continual Compete

The State will make contract awards to Cisco Certified Partners that agree to the floor discounts listed in Specification Section 5.0 and who meet the partner certification requirements listed in Specification Section 4.0. Throughout the term of the contract all equipment and/or service procurements will be competed among the awarded Cisco Certified Partners.

## 3.0 Project/Product/Service Bid Request

### 3.1 Project/Product/Service Bid Request Process

All Hardware, Software, Training, and SMARTnet Services, including Cisco Certified Partner delivered Installation Services will be competed among the Certified Cisco partners for the duration of the contract. The OIR designee will issue project/product/service specifications to a minimum of three (3) Certified Cisco Partners for bid response. The Certified Cisco Partner(s) will have **five (5)** business days to validate and right-size network/voice designs and provide the OIR designee a quote. The Certified Cisco Partner will provide an itemized quote for each product and/or service listed in the Project/Product/Service Bid request at or below the floor discounts for all Hardware, Software, Training, SMARTnet, and Cisco Certified

Partner delivered Installation Services in the project specifications. Upon receipt and evaluation of all project/product/service bid responses, the OIR designee will issue a purchase order to the lowest bidder response meeting the project specifications and requirements.

All bid responses to a Project/Product/Service Bid Request will contain a copy of the complete list of products and/or services with required Certified Cisco Partner pricing. The Purchase Order Bid response must not include any **Certified Cisco Partner Terms and Conditions separate or in addition to the State's Terms and Conditions and/or Specifications herein.**

**The Cisco Certified Partner must also provide a "single-point" support contact to manage and coordinate the ordering, shipping, delivery, installation, testing and training of Cisco Systems, network, IPT solutions and security-related hardware, software, management tools and technical support services provided.**

The issued PO will be the evidence of the State's acceptance of the bid and product delivery and/or installation services shall not commence until the PO is issued by the State. The State's Project/Product/Service Bid Request and issued PO will be the sole authorization for the requested products and/or installation service(s). The State will not sign partner/manufacture quotes, partner/manufacture SOW, or partner/manufacture work orders.

The bid responses to a Project/Product/Service Bid Request for products and/or installation services must contain a fixed price that covers **all** costs, including, but not limited to, man hours and travel to accomplish the project and/or deliver completed installation services. This fixed price will be the maximum amount of compensation that can be paid regardless of the resources required. In the event that the hours required to complete installation services are less than the hours specified in the original project/product/service specifications and bid, the State will pay only for the actual hours required to complete the project installation. **At the State's sole discretion, the project specifications may be amended using the hourly rate(s) on the original project specifications to compensate for additional hours required to complete the project or installation services provided for said project.**

The State **will not** pay for any additional costs resulting from Cisco Systems and/or the Cisco Certified Partner not having the correct product, software versions, and/or correct licenses for the success of the installation, turn up, and testing on the State's site.

#### Project/Product/Service Bid Request General Requirements

Failure to respond at all to a Project/Product/Service Bid Request or failure to deliver the response in the format stipulated by the State shall be deemed an unacceptable response and will result in the disqualification of the Project/Product/Service Bid Response.

#### 4.0 Cisco Certified Partner Requirements/General Requirements

##### 4.1 Partner/Certification Requirements

4.1.1 All Cisco Certified Partners **must** hold one of the following Cisco Partner certifications:

- Gold Certified Partner
- Silver Certified Partner
- Premier Certified Partner (Conditional on certification/specialization)

Based on the project requirements as defined in the statement of work, the State will require a reseller to hold additional Cisco certifications/specializations to bid on technology specific project(s) as defined by the project requirements outlined in the statement of work; The additional certifications/specializations are, but not limited to the following:

- Cisco Certified Unified Communications Partner
- Cisco Advanced Collaboration Architecture
- Cisco Certified ATP (Advance Technology Partner) Field Engineer
  - ✓ TelePresence Video Advance
  - ✓ IP Interoperability and Collaboration Services

Partner certifications shall be verified by Cisco Systems Channel Account Manager prior to a contract being awarded. Should a partner's certification level or status fall below Premier, required specializations, or expire at any time during the contract term, the partner's contract will be cancelled immediately.

#### 5.0 Pricing Requirements

5.1 The pricing structure for this contract shall be a percentage discount from catalog for the following categories at a, no less than, percentage discount from Cisco published MSRP; therefore the following discounts shall establish the floor discounts for the following categories:

- Category 1 (Cisco Hardware) – 45% Floor Discount
- Category 2 (Cisco Software) – 45% Floor Discount
  - Unified Communications Software Support
  - Unified Communications Software Licenses
  - 3<sup>rd</sup> Party Licenses - VMware
  - Intrusion Prevention Licenses

- Category 3 (Cisco Developer Software) – 45% Floor Discount
- Category 4 (Cisco SMARTnet Maintenance) – 18% Floor Discount
  - Essential Software Support Services
  - Intrusion Prevention Services for Subscriptions
  - Software Application Support Upgrades - Major
  - Software Application Support - Minor
- Category 5 (Training/Education) – 18% Floor
- Category 6 (Learning Credits) – 10% Floor Discount

5.2 Hourly rates for Cisco Certified Partner delivered installation services shall be provided at a "not to exceed" hourly rate. Hourly rates for installation services, at the time of installation, shall be priced accordingly to the project specifications as defined in Specification Section 3.0 of this document. The State expects to pay hourly rates that are consistent with the skill level and/or complexity of the installation service provided.

The State will not pay any charges in addition to the maximum hourly rates bid for partner provided installation services.

## **6.0 Product/Services Requirements**

### **6.1 Hardware and Software Requirements**

- 6.1.1 Cisco Certified Partners must maintain the compatibility and adherence to functional requirements and specifications of all hardware and software as offered by the manufacturer at the most current version regardless of changes by the manufacturer in product specifications or operational characteristics.
- 6.1.2 All system hardware and software offered must migrate, over time, to later, more current, manufacturer versions and upgrades. Cisco Certified Partners must ensure, and will maintain responsibility, that hardware and software upgrades for hardware and software purchased under this contract will adhere to this requirement.

### **6.2 Hardware Requirements**

- 6.2.1 All hardware, as delivered, must be new and meet the manufacturer's current specifications.
- 6.2.2 Hardware packages must be scalable to meet the diverse needs required of different configurations across an enterprise computing environment.
- 6.2.3 All hardware quoted in response to these specifications shall be commercial off-the-shelf, (COTS), and shall be compatible with existing Cisco systems products. Cisco Certified Partners will be responsible for delivery and support services, when requested, to integrate these products into the State's technical environment. Cisco and Cisco

Certified Partners will be responsible for successful interoperability of all equipment provided under this contract.

- 6.2.4 All hardware must (where appropriate) use industry-standard interfaces.
- 6.2.5 All equipment must be identified by model number and Cisco Serial Number.
- 6.2.6 All hardware delivered must be accompanied by complete industry standard owners/operators manuals, installation instructions, and technical documentation for such product.

### 6.3 Software Requirements

- 6.3.1 Software must be compatible with the State's latest operating systems and must be contained on electronic media or be downloadable from Cisco System's website.
- 6.3.2 Unified Communications Applications, licenses, and corresponding support services must be sized and validated by a certified Cisco Certified Unified Communications Voice Engineer.
- 6.3.3 All Software Applications which require license and current subscriptions must have the appropriate Cisco Technical Services.

### 6.4 Support and Service Requirements

**Cisco Certified Partner's order processing must include "single-point" support to manage and coordinate the ordering, shipping, delivery, installation, testing and training of Cisco Systems, network, IPT solutions and security-related hardware, software, management tools and technical support services by Certified Cisco Partners.**

The State **will not** pay for any additional costs resulting from Cisco Systems and/or the Cisco Certified Partner not having the correct product, software versions, and/or correct licenses for the success of the installation, turn up, and testing on the State's site.

- 6.4.1 Cisco and Cisco Certified Partners must provide the State with all Technical Support Service Agreements information with the partner managing the contract's contact information.
- 6.4.2 Cisco and Cisco Certified Partners shall provide a single point of contact via local Nashville, TN or toll-free telephone number for technical support and service coordination.
- 6.4.3 Cisco Certified Partners must maintain a solution of monitoring and reporting the progress of service requests, including service completion, serial number replacement on current SMARTnet service contracts, defined procedures for escalating service including current local escalation contact information, through management levels within Cisco and Cisco Certified Partners/manufacture's organization.

## 6.5 Installation Requirements

- 6.5.1 At the request of the State, Cisco Certified Partners shall install both new and replacement parts, hardware, software, and/or other related components at locations throughout the State. Installation and testing, when required, shall be complete and turnkey, (supplied, installed in a condition ready for immediate use), in accordance with the manufacturer's specifications.
- 6.5.2 Installation may be required for all hardware, software, replacement hardware, software, IPT solutions and/or other related components in conjunction with maintenance and repair performance.

## 6.6 Requirement for New Equipment

- 6.6.1 Cisco and Cisco Certified Partners shall provide only new and the latest (hardware, software, and other related parts) models for the initial purchase of original equipment, provided by the manufacturer in the marketplace, unless otherwise stated. All subsystem components, wire, cable, and accessory hardware shall be standard products of an established and reputable manufacturer.
- 6.6.2 Used, remanufactured, rebuilt, reconditioned, or prototype hardware or software will not be accepted as new. Used, remanufactured, rebuilt, or reconditioned hardware or software will be conditionally accepted to replace products that are no longer in production and have reached End of Life (EOL) status. Used, remanufactured, rebuilt, or reconditioned hardware or software that is accepted for EOL replacement must be Cisco Certified Refurbished Equipment.
- 6.6.3 In all cases, replacement equipment must be Cisco certified like new and be compatible with the existing systems software and hardware and provide functionality equal to or greater than the equipment being replaced.
- 6.6.4 Return Merchandise Authorization (RMA) equipment shall be Cisco certified like new.

## 6.7 Training Requirements

- 6.7.1 The State of Tennessee requires Cisco to provide in their catalog all types and levels of Cisco systems and solutions training.
- 6.7.2 The training in the catalog must be provided by Cisco or authorized Cisco learning partners.
- 6.7.3 The training classes must be led by a Cisco certified systems instructor and provide Cisco authorized and approved content.
- 6.7.4 The types of training will include product-specific training, technology training, customized technical user training, and certification preparation training courses for all levels.

- 6.7.5 The State may require Cisco's standard user training for a product, solution or a service to be modified to reflect the State of Tennessee's technical environment.
- 6.7.6 Certification preparation training courses shall include all types and levels of training that include:
- Expert – CCIE and CCDE
  - Professional – CCSP, CCNP, CCVP, CCIP, CCDP
  - Associate – CCNA, CCDA, and CCENT
  - Specialist – Security and VPN, IP Communications, Wireless LAN, Advanced Routing and Switching, and Data Center, Telepresence

6.8 On-Site Training and certification preparation training courses.

- 6.8.1 On-site training will be conducted at a State facility in the State's discretion, when requested by the State of Tennessee OIR designate. The State of Tennessee will not pay travel fees, (i.e., drive time, mileage, car rental lodging, and meals), associated with on-site training.
- 6.8.2 Cisco Certified Partners shall provide current catalog of Cisco Learning Offers and Cisco Learning Credits **for identification of appropriate off-site training on a per student basis.**

6.9 Telephone Technical Support

- 6.9.1 Telephone technical support directly from Cisco Systems must be available twenty-four (24) hours a day, seven (7) days a week, and 365 calendar days a year at no additional cost to the State. Support is required when solving problems or failures of a technical nature involving the operation of equipment, hardware, and/or software. A (live) person must be available to answer calls

The OIR designate and/or OIR's Service Desk will in most cases perform Tier 1 and Tier 2 troubleshooting and problem isolation. Cisco Systems will have special notes for the TAC Customer Interaction Centers indicating OIR designate and/or OIR's Service Desk will be given access to Cisco's Tier 3 or Backbone Engineers when opening a Service Request with TAC.

Severity 1 (S1): State of TN has a network or environment that is "down" or there is a critical impact to your business operations. The OIR designate and/or OIR's Service Desk and Cisco will commit all necessary resources around the clock to resolve the situation.

Severity 2 (S2): Operation of an existing network or environment is severely degraded, or significant aspects of your business operation are negatively affected by inadequate performance of Cisco products. The OIR designate and/or OIR's Service Desk and Cisco will commit fulltime resources during normal business hours to resolve the situation.

Throughout the contract term, telephone technical assistance shall be provided to ensure the following:

- Installation, operation, troubleshooting, problem resolution upgrade/modernization considerations of all items provided under the contract.
- The integration of all contract items into the State's network infrastructure.
- The interoperability of all contract items within the State's multi-layered hardware, software, and networking environments.

#### 6.10 On-site Technical Support Requirements

- 6.10.1 Upon request, Cisco Certified Partners and/or the manufacturer (Cisco Systems) may be required to work on-site with the OIR designate, staff, and/or agency liaisons. These on-site technical support services provided by Cisco Certified Partners or manufacturer are outside those covered by the manufacturer warranty and post-warranty maintenance coverage.
- 6.10.2 Cisco and Cisco Certified Partners must provide, upon request by the State, a certified technician to provide hands-on service, at State agency locations statewide, as deemed necessary by OIR. The services requested shall include design, configuration, setup, installation, integration, and installation of all hardware and software necessary to operate the solution.
- 6.10.3 The manufacturer, (Cisco Systems), must provide, upon request by the State, a certified Cisco engineer from Cisco Systems to provide hands-on Cisco service, at State agency locations statewide, as deemed necessary by OIR. The services requested shall include design, configuration, setup, installation, integration, and installation of all hardware and software necessary to operate the solution. Cisco Services shall include the following at a minimum: technical services, advanced services, and remote operations services.

The State **will not** pay for any additional costs for time and/or travel.

#### 6.11 Technical Support Outages

- 6.11.1 The OIR designate shall act as the State's first and second level of technical support and shall have the responsibility of reporting an outage or malfunction. The OIR designate shall determine if the outage is critical or non-critical and shall determine when a critical outage exists. Cisco and Cisco Certified Partners do not have the right to question if an outage is critical or not.
- 6.11.2 It is Cisco and Cisco Certified Partners' responsibility to collect the following minimum information upon receiving an outage report from the State:
- Problem description
  - System or component identification (serial numbers)
  - On-site point of contact information

- SMARTnet Contract Number

The State **will not** pay for any additional costs resulting from Cisco Systems and/or the Cisco Certified Partner not having the correct product, software versions, and/or correct licenses for the success of the installation, turn up, and testing on the State's site.

- 6.12 Cisco and Cisco Certified Partners must include the point of contact for each level of vendor management including escalation procedure staff that is designated to provide services required for the contract. Provide the names, e-mail addresses, telephone numbers and fax numbers for your proposed technical support team in the Event Details:

- 6.12.1 The State shall receive updated information within 5 business days following a change in the above requested information throughout the entire contract period.

### 6.13 Escalation Requirements

- 6.13.1 Procedures after field technician arrives on-site:

- If the problem or failure has not been corrected after two (2) clock hours, the on-site technician shall notify Cisco and Cisco Certified Partners or manufacturer technical assistance center. The time period starts when work on the failed equipment, hardware, and/or software begins.
- If the problem/failure has not been corrected after four (4) clock hours, the technical assistance center manager will escalate the problem within Cisco and Cisco Certified Partners or manufacturer's escalations group. Tier 2 or higher escalation group support will commence immediately.
- If the problem/failure cannot be resolved the same business day as dispatched, Cisco and Cisco Certified Partners or manufacturer escalation group will determine if on-site regional technical support is required. If required, on-site regional technical support must be immediately dispatched.
- Regional and/or corporate vendor and/or manufacturer management will maintain communication and technical resource coordination with on-site staff every two (2) clock hours until the problem or failure is resolved.

### 6.14 Warranty service and warranty related requirements

Warranty for all hardware **will** be the standard Manufacturer's warranty as identified by the Manufacturer Warranty Card accompanying the product. The hardware will be free from defects in material and workmanship under normal use. This warranty extends only to the original user of the hardware. Equipment **must** be replaced or a refund of the purchase price if any hardware fails to operate according to the specifications. Cisco and Cisco Certified Partners(s) **must**, therefore, assist all customers in filing any and all warranty claims for hardware received that fails to meet the specified standards.

Warranty for all software **will** be the standard Manufacturer's warranty as identified by the Manufacturer's Warranty Card accompanying the product. The media on which the software is furnished will be free of defects in materials and workmanship, under normal use; and the software substantially conforms to its published specifications. This warranty extends only to the original licensee. Software **will** be replaced or a refund of the purchase price if any software fails to operate according to the specifications. Cisco and Cisco Certified Partners(s) **must**, therefore, assist all customers in filing any and all warranty claims for software received that fails to meet the specified standards.

Warranty start date for all hardware and Software shall begin on the date of invoice to the State.

- 6.14.1 If the manufacturer provides a manufacturer's warranty for a period longer than twelve (12) months, Cisco and Cisco Certified Partners shall honor the longer warranty and provide the full term of the manufacturer's warranty.
- 6.14.2 All service work done in response to a request from the State must be fully guaranteed/warranted against any defective design, material, and workmanship.
- 6.14.3 The warranty must also include the ability to ensure delivery of replacement hardware, replacement software, and/or replacement parts by the end of the next business day after notification from the State of need for a warranty service. All replacement parts will be shipped to the end destination **at no cost to the State of TN.**
- 6.14.4 During the warranty period, Cisco and Cisco Certified Partners must replace or repair failed hardware or software at no additional cost to the State, unless the failure resulted from misuse or negligence on the part of the State or force majeure. Pricing requirements for completing maintenance repairs shall be billed using the rates defined for catalog replacement parts and labor.
- 6.14.5 Warranty replacement hardware must be new and equal to, or better, or of the same make and model, as the hardware it replaces and in all cases, compatible with the existing system hardware and software. Software replacement must be of the same release, or higher, than that being replaced and, in all cases, compatible with the existing system software and hardware.
- 6.14.6 Cisco and Cisco Certified Partners must honor all warranties extending beyond the expiration or cancellation of this contract as if the contract were still in effect on all hardware, software, replacement hardware and software.

## 7.0 Catalog Requirements

7.1 The Manufacturer's catalog product offerings must include but not be limited to the following offerings:

- Cisco IOS Software Products and Accessories.
- Cisco Interfaces and Module Products and Accessories.

- Cisco Interoperability Systems Products and Accessories
- Cisco Developer Software
- Cisco Network Management Products and Accessories
- Cisco Optical Networking Products and Accessories
- Cisco Routers and Routing Systems
- Cisco Security Hardware and Software
- Cisco Server Networking and Virtualization
- Cisco Service Exchange
- Cisco Storage Networking
- Cisco Switches
- Cisco Telepresence Hardware and Software
- Cisco Universal Gateways and Access Servers
- Cisco Wireless
- IPT Solutions
- Cisco Support (SMARTnet) Technical Support
- Cisco Service On-Site Technical Support
- Training On-Site (Cisco Certification)
- Training Off-Site (Cisco Certification)

7.2 References to a catalog/price list in this Event describe a price list produced in an Excel file by Cisco. Cisco must maintain a current/up-to-date catalog/price list during the contract term. The manufacturer's catalog/price list is the basis upon which all Certified Cisco Partner pricing shall be based, throughout the term of the contract.

7.3 The Cisco manufacturer catalog/price list submitted with the Event response shall be current and in effect as of the Event End Date.

7.4 The Cisco manufacturer catalog submitted with the Event and all supplements received after award shall not contain any manufacturer's terms and conditions.

7.5 The Cisco manufacturer's catalog/price list must contain unique part numbers, model descriptions, and pricing for each product and service identified in this Event.

7.6 The published commercial catalog/price list may contain items not considered relevant to this contract; however, the catalog/price list shall only contain items related to this contract. The catalog offerings must be provided for the duration

of the contract and renewals thereof and shall include the current available products and services.

- 7.7 Cisco will be allowed to update the approved catalog every one hundred-eighty (180) days during the course of the contract and renewals thereof. These catalog updates are used to change catalog item pricing and product numbers in accordance with the terms and conditions of the contract.
- 7.8 All hardware, software, and components acquired under this contract and subsequently modified by Cisco to enhance performance capabilities shall, for the duration of this contract and any renewals and/or extensions thereto, maintain full compatibility with equipment, systems, services and components previously acquired under the contract.
- 7.9 The posture of the State is to stay current with State-of-the-art capabilities and maintain the ability to offer its client base the latest technology. Cisco and Cisco Certified Partners must acknowledge any technology changes, provide a clear technical, and cost migration path to future standards-based developments and by the industry in general.
- 7.10 Cisco may submit product substitutions or catalog supplements, to the existing catalog, as necessary to keep technology current. Product substitutions or catalog supplements will be conditionally accepted by the State when required to fulfill the demand of the current infrastructure environment, deployment, or project. All product substitutions and/or catalog supplements will require approval from the Office for Information Resources, Networking Division and Department of General Services, Central Procurement Office. Product substitutions and catalog supplements that are within the scope of the contract may be accepted, by the State, based on the following conditions:
- Detailed information related to upgrades on hardware and software for applicable components bid, product substitutions, or catalog supplements must be supplied
  - The functional, technical, and performance characteristics of the substitute products and/or services must meet or exceed that of the products and/or services being replaced. Additionally, the price of the substitute item must be equal to or less than the item, it is to replace
  - The Office for Information Resources, Networking Division and Central Procurement Office must review and confirm that all proposed product substitutions and catalog supplements fall within the scope of the technical requirements of the contract and that all devices meet and/or exceed the operational and functional requirements herein
  - The substitute products and/or services must have been formally announced by the manufacturer as being a standard, commercially available offerings
  - Upon request, the Cisco Certified Partners must provide the State with products for testing and detailed information to substantiate compliance to the above conditions

- The Department of General Services, Central Procurement Office must approve the addition and substitution of products and/or services in the catalog prior to allowing the Certified Cisco Partners to offer the items to the State. Upon this approval, any addition and/or substitute item will become a catalog item for this contract, subject to the provisions herein.

## 8.0 Delivery Requirements

- 8.1 Orders shall be F.O.B. destination and shall not exceed thirty (30) calendar days from receipt of purchase order or request for service unless an extension has been previously approved by OIR.
- 8.2 OIR must be notified within fifteen (15) calendar days of Cisco and Cisco Certified Partners receiving the purchase order when manufacturer back orders are apparent.

## 9.0 Reporting

Vendor(s) **will** be required to provide a Quarterly Contract Activity Report for both State and Local Government usage, by the 15<sup>th</sup> of the month, detailing the activity of the prior three months to the State of TN, Central Procurement Office Category Specialist. The report **shall** cover all contract activity and list all orders received regardless of their fulfillment or shipping status. The Contract Activity Report format **must** be in Microsoft Excel format and include: Customer Type, Agency Name, Agency Purchase Order Number, Purchase Order Date, Ship Date, Invoice Number, Product Number, Product Description, List/MSRP Price, Customer Price, Quantity, Total Price, SMARTnet Contract numbers. Reports outlined in this section **must** be sent to: [Donovan.Morgan@tn.gov](mailto:Donovan.Morgan@tn.gov)

## 10.0 Definitions

- 10.1 Turnkey Installation -- a system (hardware and/or software) package that has been built, installed, or supplied by the original equipment manufacturer (OEM) complete and ready to operate.
- 10.2 Vendor Installation -- hardware, software, and replacements (hardware, software, and parts) requiring Cisco and Cisco Certified Partners to install at location(s) designated by the State.
- 10.3 Time:
- 10.3.1 All references made to time in this Event refer to local time within the time zone of the agency location (central standard time/daylight savings time or eastern standard time/daylight savings time).
- 10.3.2 Normal Business Hours (State of Tennessee) -- Monday through Friday 8:00 a.m. through 4:30 p.m. local time, except State holidays.
- 10.3.3 After Normal Business Hours (State of Tennessee) -- Monday through Thursday 4:31 p.m. through 7:59 a.m. local time, except State holidays.
- 10.3.4 Weekends (State of Tennessee) -- 4:31 p.m. Friday through 7:59 a.m. Monday, local time.
- 10.3.5 State Holiday (State of Tennessee) -- 24 hours, 8:00 a.m. - 7:59 a.m. the following day, local time.



The Cisco catalog is too large to post on the CPO website or in Edison. Please contact Chris Benson at (615) 741-0942 or [Chris.Benson@tn.gov](mailto:Chris.Benson@tn.gov) for Cisco catalog pricing and information.

The Manufacturer's catalog product offerings must include but not be limited to the following offerings:

- Cisco IOS Software Products and Accessories.
- Cisco Interfaces and Module Products and Accessories.
- Cisco Interoperability Systems Products and Accessories
- Cisco Developer Software
- Cisco Network Management Products and Accessories
- Cisco Optical Networking Products and Accessories
- Cisco Routers and Routing Systems
- Cisco Security Hardware and Software
- Cisco Server Networking and Virtualization
- Cisco Service Exchange
- Cisco Storage Networking
- Cisco Switches
- Cisco Telepresence Hardware and Software
- Cisco Universal Gateways and Access Servers
- Cisco Wireless
- IPT Solutions
- Cisco Support (SMARTnet) Technical Support
- Cisco Service On-Site Technical Support
- Training On-Site (Cisco Certification)
- Training Off-Site (Cisco Certification)

## **Attachment “E”**

### **SWC#385, Cisco Products Contract Information and Usage Instructions**

**SWC# 385, Cisco Products**  
**Contract Information and Usage Instructions**

**Contract Period:** One-year initial term, with 2 one-year renewal options, and 1 two-year extension.

**Start Date:** January 1, 2013  
**Initial End Date:** December 31, 2013  
**Final End Date:** December 31, 2017

**Summary/Background Information:** This contract is used to purchase Cisco Products and Support. This contract is restricted to OIR for initial purchase, but is available for use by all agencies. There are thirteen vendors on this contract. All purchases are competed and awarded to the lowest cost vendor.

**State Contact Information**

Chris Benson  
Contract Administrator  
Central Procurement Office  
(615) 741-0942  
[Chris.Benson@tn.gov](mailto:Chris.Benson@tn.gov)

**Manufacturer Contact Information**

Cisco Networks  
Manufacturer Contact Name: Shiloh Walker  
Phone number: (615) 260-6672  
[shilwalk@cisco.com](mailto:shilwalk@cisco.com)

**Vendor Contact Information**

AT&T Corporation  
PO Box 5020  
Carol Stream, IL 60197  
Edison Contract Number #34853  
Vendor ID #7452  
Vendor Contact Name: Robert Smith  
Phone number (615) 401-4293  
[rs0959@att.com](mailto:rs0959@att.com)

Bailey Computing Technologies Inc.  
110 Klm Dr Ste 8  
Gray, TN 37615



Department of  
**General Services**

Edison Contract Number #34863  
Vendor ID #86520  
Vendor Contact Name: Cyndee Purdy-Godsey  
Phone number (423) 943-8504  
[cpurdy-godsey@bcti.com](mailto:cpurdy-godsey@bcti.com)

ICV Solutions Inc  
7123 Crossroads Blvd Ste E  
Brentwood, TN 37027  
Edison Contract Number #34861  
Vendor ID #156704  
Vendor Contact Name: Matt Kraatz  
Phone number (513) 505-0811  
[mkraatz@bedroc.com](mailto:mkraatz@bedroc.com)

CDW Government Inc.  
75 Remittance Dr Ste 1515  
Chicago, IL 60675  
Edison Contract Number #34852  
Vendor ID #534  
Vendor Contact Name: Rick Martinez  
Phone number (847) 460-8467  
[richmar@cdwg.com](mailto:richmar@cdwg.com)

Core BTS Inc  
725 Cool Springs Blvd Ste 300  
Franklin, TN 37067  
Edison Contract Number #34838  
Vendor ID #10650  
Vendor Contact Name: Jim Baker  
Phone number (615) 277-3066  
[Jim.Baker@COREBTS.com](mailto:Jim.Baker@COREBTS.com)

Insight Public Sector Inc  
6820 S Harl Ave  
Tempe, AZ 85283  
Edison Contract Number #34851  
Vendor ID #529



Department of  
**General Services**

[tmharris@presidio.com](mailto:tmharris@presidio.com)

Prosys Information Systems  
PO Box 536761  
Atlanta, GA 30353  
Edison Contract Number #34839  
Vendor ID #35145  
Vendor Contact Name: Nicholas Crowe  
Phone number (865) 310-8843  
[nicholas.crowe@prosys.com](mailto:nicholas.crowe@prosys.com)

Teklinks Inc  
201 Summit Pkwy  
Birmingham, AL 35209  
Edison Contract Number #34856  
Vendor ID #137037  
Vendor Contact Name: Michael Butler  
Phone number (865) 607-8383  
[mibutler@teklinks.com](mailto:mibutler@teklinks.com)

United Data Technologies  
8825 NW 21<sup>st</sup> Terrace  
Doral, FL 33172  
Edison Contract Number #34855  
Vendor ID #154442  
Vendor Contact Name: Jackson Ware  
Phone number (615) 567-4094  
[jackson.ware@udtonline.com](mailto:jackson.ware@udtonline.com)

**State Agency Ordering Instructions:**

1. If you need assistance selecting Cisco products or support, please contact the manufacturer or OIR. The two main contacts at OIR for this contract are Vincent Walker and Barney Dorn. Their email addresses are [Vincent.Walker@tn.gov](mailto:Vincent.Walker@tn.gov) and [Barney.Dorn@tn.gov](mailto:Barney.Dorn@tn.gov).
2. For IP Telephone products and services, please go to <http://oir.intranet.tn.gov/services/ip-telephone-addchangedelete> to create a Remedy service request.



3. For Cisco products related to network services, please go to <http://oir.intranet.tn.gov/services/agency-hardware-firewall-device> to create a Remedy service request.
4. OIR will order your Cisco products and support directly from the vendor and charge your agency at a later time.

#### **Local Government Entity Instructions:**

1. Local Governments and other eligible entities are encouraged to use this contract.
2. Local entities should contact a contract vendor or the manufacturer listed in this document. They can assist you with selecting the necessary Cisco products and support. Their contact information is listed earlier in this document.
3. The State requires all contract vendors to report all sales to Local Government entities making use of the State contract.

#### **Access to Contract Documents Online:**

1. Click on the link below to go to the Supplier Portal homepage:

<https://supplier.edison.tn.gov/psp/suprd/SUPPLIER/ERP/h/?tab=DEFAULT>

2. Click on the "Statewide Contract (SWC) Search" link at the top of the page under "Statewide Contract Information".
3. Scroll down the list of contracts and locate "Cisco Network and Security". Click on the picture of a folder under the "Details" column.
4. You will get a rectangular box and one of the columns (to the right) will say "Contract Documents", and below will be a picture of a file folder, click on it and you will get a new box with multiple contract documents shown. Click on the picture of the document to view the attachment.



Department of  
**General Services**

Vendor Contact Name: Ashley McDonald  
Phone number (800) 467-4448 ext. 3071  
[teamashley@insight.com](mailto:teamashley@insight.com)

Internetwork Services Inc  
13777 Ballantyne Corporate Pl Ste 305  
Charlotte, NC 28277  
Edison Contract Number #34858  
Vendor ID #159874  
Vendor Contact Name: Chris Applegate  
Phone number (704) 943-5626  
[capplegate@ineteng.com](mailto:capplegate@ineteng.com)

LPS Integration Inc  
230 Great Circle Rd Ste 218  
Nashville, TN 37228  
Edison Contract Number #34850  
Vendor ID #4519  
Vendor Contact Name: Erik Stevenson  
Phone number (615) 564-5909  
[estevenson@lpsintegration.com](mailto:estevenson@lpsintegration.com)

Pomeroy IT Solutions  
717 Airpark Center Dr  
Nashville, TN 37217  
Edison Contract Number #34842  
Vendor ID #859  
Vendor Contact Name: Jeff Dunn  
Phone number (615) 399-0404 ext. 5230  
[Jeffery.Dunn@pomeroy.com](mailto:Jeffery.Dunn@pomeroy.com)

Presidio Networked Solutions Inc  
12 Cadillac Drive Suite 130  
Brentwood, TN 37027  
Edison Contract Number #34841  
Vendor ID #132929  
Vendor Contact Name: Trent Harris  
Phone number (615) 866-5784

## **Attachment “F”**

### **SWC #385, Cisco Hardware, Software, & Services Contract Information and Usage Instructions**

**SWC# 385 Cisco Hardware, Software, & Services**  
**Contract Information and Usage Instructions**

**Contract Period:**

January 1, 2013- December 31, 2017

**Contract Summary/Background:**

All contractors listed in this document have been pre-qualified to submit Quotes on a request containing a Bill of Materials (and in, limited situations, an informational SOW) of Cisco Products and Services.

This contract is available to all state agencies and local entities; however, executive branch agencies must order through Department of Finance and Administration, Strategic Technology Solutions.

The products and services must be provided in accordance with the *Tennessee Information Resources Architecture*.

NOTE: To ensure this is the latest version of the usage instructions for this contract, please go to <http://tn.gov/generalservices/article/cpo-statewide-contract-usage-instructions>

**State Contact Information**

**Contract Administrator:**

Trey Norris  
Category Specialist  
Central Procurement Office  
(615) 741-7148  
[Trey.Norris@tn.gov](mailto:Trey.Norris@tn.gov)

**Strategic Technology Solutions Contacts:**

Strategic Technology Solutions  
901 5<sup>th</sup> Ave. N., Nashville, TN 37243  
Joe Huertas (Primary Contact)  
Executive Director, IT Solutions Innovation  
615-770-1126 (Main), 615-982-2751 (Cell)  
[Joe.L.Huertas@tn.gov](mailto:Joe.L.Huertas@tn.gov)

Kim Wright (Alternate Contact)  
IRSS4  
615-741-7870  
[kim.wright@tn.gov](mailto:kim.wright@tn.gov)

Barney Dorn (Unified Communications/Voice)  
Manager, Unified Communications and Collaboration  
615-741-7730  
[Barney.Dorn@tn.gov](mailto:Barney.Dorn@tn.gov)

Vincent Walker (Networking)  
Director Network Services  
615-253-5635  
[vincent.walker@tn.gov](mailto:vincent.walker@tn.gov)

**Manufacturer Contact Information:**

Cisco Networks  
Shiloh Walker  
Account Manager  
615-260-6672 (cell), 408-894-7593 (office)  
[shilwalk@cisco.com](mailto:shilwalk@cisco.com)

**Vendor Contact Information:**

AT&T Corporation  
Edison Contract #: 34853  
Vendor #: 7452  
Vendor Contact Name: Robert Smith  
Phone number (615) 401-4293  
[rs0959@att.com](mailto:rs0959@att.com)  
PO Box 5020  
Carol Stream, IL 60197

Bailey Computing Technologies Inc.  
Edison Contract #: 34863  
Vendor #: 86520  
Vendor Contact Name: Cyndee Purdy-Godsey  
Phone number (423) 943-8504  
[cpurdy-godsey@bcti.com](mailto:cpurdy-godsey@bcti.com)  
110 Klm Dr Ste 8  
Gray, TN 37615

CDW Government Inc.  
Edison Contract #: 34852  
Vendor #: 534  
Vendor Contact Name: Rick Martinez  
Phone number (847) 460-8467  
[richmar@cdwg.com](mailto:richmar@cdwg.com)  
75 Remittance Dr, St. 1515

Chicago, IL 60675

Core BTS, Inc.

Edison Contract #: 34838

Vendor #: 10650

Vendor Contact Name: Jim Baker

Phone number (615) 277-3066

[Jim.Baker@COREBTS.com](mailto:Jim.Baker@COREBTS.com)

725 Cool Springs Blvd, Ste 300

Franklin, TN 37067

ICV Solutions Inc. (d/b/a Bedroc)

Edison Contract #: 34861

Vendor #:156704

Vendor Contact Name: Matt Kraatz

Phone number (513) 505-0811

[mkraatz@bedroc.com](mailto:mkraatz@bedroc.com)

7123 Crossroads Blvd, Ste E.

Brentwood, TN 37027

Insight Public Sector, Inc.

Edison Contract #: 34851

Vendor #: 529

Vendor Contact Name: Ashley McDonald

Phone number (800) 467-4448 ext. 3071

[teamashley@insight.com](mailto:teamashley@insight.com)

Mailstop Aa1305, 6820 S Harl Ave

Tempe, AZ 85283

Internetwork Services Inc. (Internetwork Engineering)

Edison Contract #: 34858

Vendor #: 159874

Vendor Contact Name: Chris Applegate

Phone number (704) 943-5626

[capplegate@ineteng.com](mailto:capplegate@ineteng.com)

Ste. 305, 13777 Ballantyne Corporate Pl

Charlotte, NC 28277

LPS Integration Inc.

Edison Contract #: 34850

Vendor #: 4519

Vendor Contact Name: Erik Stevenson

Phone number (615) 564-5909  
[estevenson@lpsintegration.com](mailto:estevenson@lpsintegration.com)

230 Great Circle Rd Ste 218  
Nashville, TN 37228

Pomeroy IT Solutions Sales Co  
Edison Contract #: 34842  
Vendor #: 859

Vendor Contact Name: Jeff Dunn

Phone number (615) 922-3931  
[Jeffery.Dunn@pomeroy.com](mailto:Jeffery.Dunn@pomeroy.com)

717 Airpark Center Dr  
Nashville, TN 37217

Presidio Networked Solutions, LLC.

Edison Contract #: 34841

Vendor #: 132929

Jackie Arnett

Executive Director

7601 Ora Glen Drive, Suite 100, Greenbelt, MD 20770

[jarnett@presidio.com](mailto:jarnett@presidio.com)

Telephone # (812) 342-6188

FAX # 812.342.2702

Prosys Information Systems

Edison Contract #: 34839

Vendor #: 35145

Vendor Contact Name: Nicholas Crowe

Phone number (865) 310-8843

[nicholas.crowe@prosys.com](mailto:nicholas.crowe@prosys.com)

PO Box 536761

Atlanta, GA 30353

Teklinks Inc.

Edison Contract #: 34856

Vendor #: 137037

Vendor Contact Name: Michael Butler

Phone number (865) 607-8383

[mibutler@teklinks.com](mailto:mibutler@teklinks.com)

201 Summit Pkwy

Birmingham, AL 35209

United Data Technologies  
Edison Contract #: 34855  
Vendor #: 154442  
Vendor Contact Name: Jackson Ware  
Phone number (615) 567-4094  
[jackson.ware@udtonline.com](mailto:jackson.ware@udtonline.com)  
8825 NW 21<sup>st</sup> Terrace  
Doral, FL 33172

**Usage Instructions:**

*The most current Contract Documents including Catalog can be found at: [Edison Supplier Portal Contract Documents](#)*

*State Agency Ordering Instructions:*

- If you need assistance selecting Cisco products or support, please contact the manufacturer or appropriate STS contact listed above.
- For IP Telephony products and services please go to <http://oir.intranet.tn.gov/services/ip-telephone-addchangedelete> to create a service request.
- For Cisco products related to network services, please go to <http://oir.intranet.tn.gov/services/agency-hardware-firewall-deviceto> to create a service request.
- STS will compete your request against the qualified Cisco resellers, order your Cisco products and support directly from the vendor, and charge your agency at a later time.

*Local Government Entity Ordering Instructions:*

Local government entities are encouraged to use this contract and are able to directly order from the Contract Vendor of their choosing without utilizing the below process.

*Pricing Catalog:*

The Cisco catalog is too large to post on the CPO website or in Edison. Please contact the Contract Administrator for Cisco catalog pricing and information.

The Manufacturer's catalog includes, but is not limited to, the following offerings:

- Cisco IOS Software Products and Accessories.
- Cisco Interfaces and Module Products and Accessories.
- Cisco Interoperability Systems Products and Accessories
- Cisco Developer Software
- Cisco Network Management Products and Accessories
- Cisco Optical Networking Products and Accessories

- Cisco Routers and Routing Systems
- Cisco Security Hardware and Software
- Cisco Server Networking and Virtualization
- Cisco Service Exchange
- Cisco Storage Networking
- Cisco Switches
- Cisco Telepresence Hardware and Software
- Cisco Universal Gateways and Access Servers
- Cisco Wireless
- IPT Solutions
- Cisco Support (SMARTnet) Technical Support
- Cisco Service On-Site Technical Support
- Training On-Site (Cisco Certification)
- Training Off-Site (Cisco Certification)

**Requisition and Purchase Order Generation:**

For information on how to create a requisition and/or purchase order please click on the "Agency Upgrade User Guide" link on the following page:  
<http://tn.gov/generalservices/article/agency-reference-material>.

**Billing and Payment Instructions:**

With the exception of the following contract terms, adhere to your agency specific billing and payment rules.

**Attachment "G"**  
**Certificate of Insurance**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/26/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Micah Roberts	
IRM Insurance		<b>PHONE (A/C, No, Ext):</b> 865-777-9165	<b>FAX (A/C, No):</b>
11470 Parkside Drive		<b>E-MAIL ADDRESS:</b> micah@tninsurancestore.com	
Knoxville TN 37934		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> The Hartford	
		<b>INSURER B:</b> The Hartford	
		<b>INSURER C:</b>	
		<b>INSURER D:</b> The Hartford	
		<b>INSURER E:</b> Arlington/Roe	
		<b>INSURER F:</b>	
<b>INSURED</b>			
Bailey Computing Technologies, Inc.			
5112 Bobby Hicks Hwy			
Gray TN 37615			

**COVERAGES**

CERTIFICATE NUMBER: BAIL16092614431359

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		20SBAIN2404	03/26/2016	03/26/2017	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						MED EXP (Any one person) \$ 10,000
	OTHER:						PERSONAL & ADV INJURY \$ 1,000,000
B	AUTOMOBILE LIABILITY			20UECJW9060	03/26/2016	03/26/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						BODILY INJURY (Per accident) \$
	DED RETENTION \$						PROPERTY DAMAGE (Per accident) \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			20WECVX0406	03/26/2016	03/26/2017	EACH OCCURRENCE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A				
							PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability			V10C73150601	07/01/2016	07/01/2017	1,000,000 Each Claim 1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Jay Garrison, CPPB  
Procurement Coordinator  
Knox County Procurement Division  
1000 N. Central St  
Suite 100  
Knoxville, TN 37917

TN 37917

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**AGENDA COMMITTEE MEETING**

**22.**

**Meeting Date:** 10/05/2016  
**Requested By:** Allison Rogers,  
SHERIFF  
**Department:** SHERIFF  
**Requires Expenditure of Funds:** YES **Funded in Current Budget:** YES  
**Appropriation Required:** NO

---

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a contract between Knox County Government and the Tennessee Department of Homeland Security and Highway Safety Office for \$73,192.82 for the provision of overtime pay for officers to work traffic safety saturation patrols and to purchase radar guns.  
*(Sheriff)*

---

Attachments

TN Dept of Homeland Security contract

 <b>GOVERNMENTAL GRANT CONTRACT</b> (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
<b>Begin Date</b> October 1, 2016		<b>End Date</b> September 30, 2017		<b>Agency Tracking #</b> Z17THS041	
<b>Edison ID</b> 51818				<b>Edison Vendor ID</b> 2699	
<b>Grantee Legal Entity Name</b> Knox County Sheriff's Office				<b>Edison Vendor ID</b> 2699	
<b>Subrecipient or Contractor</b>		<b>CFDA # 20.600</b>			
<input checked="" type="checkbox"/> Subrecipient		<b>Grantee's fiscal year end 06/30/2017</b>			
<input type="checkbox"/> Contractor					
<b>Service Caption (one line only)</b> 2017 KCSO Police Traffic Services					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2017		\$73,192.82			\$73,192.82
<b>TOTAL:</b>		<b>\$73,192.82</b>			<b>\$73,192.82</b>
<b>Grantee Selection Process Summary</b>					
<input checked="" type="checkbox"/> Competitive Selection		Grant applications are reviewed based on set criteria. Each criteria section contains several questions which are graded with an "agree", "somewhat agree" or "disagree" answer along with a scale of 1-5 based on the overall quality of each section. The answers are given a point value unknown to the evaluator. Grants are awarded based on the highest scores and funding availability.			
<input type="checkbox"/> Non-competitive Selection					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
<b>Speed Chart (optional)</b>		<b>Account Code (optional)</b> 71301000			

Location:  
Address #:

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF SAFETY AND HOMELAND SECURITY  
AND  
Knox County Sheriff's Office**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and Knox County Sheriff's Office, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 2699

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee will adhere to the policy and guidelines located in the Tennessee Highway Safety Office Grants Management Manual located at <http://tntrafficsafety.org/grant-management-manual>
- A.3. The Grantee shall undertake Police Traffic Services Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and may include the following: participation in law enforcement activities to reduce speeding, aggressive driving, driving under the influence, and non-seat belt usage for children and passengers, as well as, activities to promote high visibility highway safety campaigns; provide training to increase skills and knowledge including but not limited to: At-Scene Traffic Crash Investigation, SFST, Traffic Stops, Radar Training, Officer Spanish Communication; education and networking opportunities for law enforcement officials and other community stakeholders will be provided.
- A.4. The Grantee shall prepare and submit to the State, progress reports as required, but at a minimum a quarterly report, on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30.
- A.5. Quarterly reports are due in the State office no later than the fifteenth (15th) of the month following the quarter covered by the reporting period. The Grantee agrees:
- a. To prepare and submit to the State a final report for each grant, on the form specified by the State, forty-five (45) days following the final quarter.
  - b. That all manufactured products used in implementing the project which is funded under this contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.
  - c. That each sub-grantee receiving funds under this contract has an acceptable financial management system pursuant to 49 CFR § 18.20.
  - d. That each sub-grantee receiving funds under this contract has an acceptable procurement system pursuant to 49 CFR § 18.36.
  - e. To permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes.

- f. That facilities and equipment acquired under this contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.
- g. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state: 1) the percentage of the total cost of the project which will be financed with federal funds, and 2) the dollar amount of federal funds for the project.

A.6. The Grantee further agrees:

- a. To notify each employee engaged in the performance of this grant by delivery of a copy of the Drug Free Workplace Statement and to notify such employees that as a condition of employment, he or she will abide by the terms of the Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. To notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction provided for in the preceding paragraph.
- c. To take the following two actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:
  - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
  - (2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- d. To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three (3) preceding paragraphs.

A.7. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below:

- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b., below); and
- b. the Grantee's proposal.

A.8. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective on October 1, 2016 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Seventy Three Thousand One Hundred Ninety Two Dollars and Eighty Two Cents (\$73,192.82) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Safety and Homeland Security  
Tennessee Highway Safety Office  
Tennessee Tower, 25th Floor  
312 Rosa L. Parks Avenue  
Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Department of Safety and Homeland Security, Tennessee Highway Safety Office
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
    - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
    - ii. The amount reimbursed by Grant Budget line-item to date.
    - iii. The total amount reimbursed under the Grant Contract to date.
    - iv. The total amount requested (all line-items) for the Invoice Period.

- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
  - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
  - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars (\$0.00) or increase the total Grant Contract amount detailed by the Grant Budget.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to

the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and

satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be

made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Director  
Tennessee Department of Safety and Homeland Security  
Tennessee Highway Safety Office  
Tennessee Tower, 25th Floor  
312 Rosa L. Parks Avenue  
Nashville, TN 37243  
Telephone #: (615) 741-2589  
FAX #: (615) 253-5523

The Grantee:

Lisa McNeal, Programs Manager  
Knox County Sheriff's Office  
400 West Main Street- L-149  
Knoxville, TN 37902  
Email Address: lisa.mcneal@knoxsheriff.org  
Telephone #: (865) 215-3173  
FAX #: (865) 215-3301

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.
- The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting

Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at [fa.audit@tn.gov](mailto:fa.audit@tn.gov). At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Three.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for

the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment or motor vehicles under this Grant Contract.

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

- E.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

- E.4. Federal Funding Accountability and Transparency Act (FFATA)

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
- i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
  - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):

- i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
  - c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
  - d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

**IN WITNESS WHEREOF,**

**Knox County Sheriff's Office:**

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**GRANTEE SIGNATURE**

**DATE**

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**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**DEPARTMENT OF SAFETY AND HOMELAND SECURITY:**

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**DAVID W. PURKEY, COMMISSIONER**

**DATE**

**AGENDA COMMITTEE MEETING**

**23.**

**Meeting Date:** 10/05/2016  
**Requested By:** Eddy Roberts,  
ENGINEERING  
AND PUBLIC  
WORKS

**Department:** ENGINEERING AND PUBLIC WORKS  
**Requires Expenditure of Funds:** NO                      **Funded in Current Budget:** NO  
**Appropriation Required:** NO

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Information

**CAPTION**

Consideration of a Resolution of the Commission of Knox County, Tennessee approving Covenants for Permanent Maintenance of Stormwater Facilities and Best Management Practices with Edwards Place Development, LLC for property located at 7605 Twin Oak Lane (a portion of CLT Parcel # 021-00203).

*(Engineering and Public Works)*

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Attachments

storm

**COVENANTS FOR PERMANENT MAINTENANCE OF STORMWATER  
FACILITIES AND BEST MANAGEMENT PRACTICES**

**THE TERM STORMWATER FACILITIES MAY REFER TO WATER QUANTITY  
AND/OR WATER QUALITY FACILITIES (i.e. detention basins, retention basins, swales,  
pipes, oil/water separators, sand filtering devices, etc.)**

**Edwards Place Development, LLC**, (an individual/ a Tennessee or other state corporation/  
partnership) with its (office/ residence) located at **645 Rockwell Farm Lane, Knoxville,**  
**Tennessee 37934** (hereinafter "Property Owner") grants these Covenants for Maintenance of  
Stormwater and/or Water Quality Facilities (hereinafter "Covenants") on this the 7<sup>th</sup> day of

September, 2016

**WITNESSETH:**

**WHEREAS**, The Knox County Stormwater Ordinance requires property owners to enter  
into permanent maintenance agreements for stormwater and/or water quality facilities before the  
property is developed.

**NOW THEREFORE**, as a condition of the Engineering Department's issuance of a  
Grading Permit, the Property Owner warrants, covenants, and grants as follows:

1. That they will fully execute a stormwater maintenance facility and stormwater  
maintenance documents and the Engineering Department shall record the same in the Register's  
Office for Knox County, Tennessee.

The Property Owner further warrants that they are the owner of the property located in Knox  
County at **7605 Twin Oak Lane (a portion of CLT Parcel # 021-00203) in District 8** and that a  
final map and plat has been prepared, said map and plat being prepared by **Lynch Surveys, LLC**  
on the 7th day of **December, 2015**.

The Property Owner further agrees that said map and plat shall be recorded in the Register's  
Office as soon as the recording of this stormwater agreement takes place and a copy of the  
recorded plat and map be furnished to the Knox County Engineering Department.

2. The Property Owner desires to develop all or a portion of the above described property  
according to the Grading Permit issued by Knox County based on the Property Owner's  
site/subdivision plan entitled **Final Plat of : Edwards Place Unit 3** dated **December 7, 2015** and  
prepared by **Lynch Surveys, LLC** (hereinafter "Plan").

3. The Property Owner will construct and maintain the stormwater and/or water quality  
facilities in strict accord with the Plan, specifications, calculations, and conditions required by the  
Engineering Department.

4. The Property Owner shall provide a surety bond, letter of credit, or cash bond  
acceptable to Knox County and in an amount to be determined by the Engineering Department in  
a sum sufficient to guarantee that the stormwater and/or water quality facilities are constructed in  
accordance with the plan.

5. To ensure that subsequent property owners have notice of these Covenants and the  
obligations therein, the Property Owner will include in all instruments conveying any or all of the  
above described property on which the stormwater and/or water quality facilities are located, the

specific instrument numbers referencing these Covenants and the recorded subdivision plat indicated in paragraph 12 herein.

6. The Property Owner will maintain the approved stormwater and/or water quality facilities in good working order acceptable to the County Engineering Department. Minimum maintenance of said facilities shall include sediment, debris, oil, hydrocarbons, and foreign materials removal; cutting and removal of woody vegetation on an annual basis; and keeping emergency spillways functional and clear of woody vegetation and debris so that the operation and capacity of the stormwater and/or water quality facilities continue to meet the standards in said Plan.

7. In order to provide access to stormwater and/or water quality facilities by personnel, vehicles and equipment, the Property Owner will provide a twenty (20) foot wide access with an easement from a public street in strict accord with the Plat and any additional conditions required by the Engineering Department. The Property Owner further covenants that no structure or building will be erected on the access easement; that no woody vegetation will be allowed to grow on the access easement; and that no use will be made which will interfere with the use of said easement for the purpose of accessing the facilities. If access to the facilities is obstructed and the County is required to remove the obstruction the County will follow the notice procedure, double lien, and collection process as set forth in paragraph 9 herein. In addition the easement provided above is further described by Metes and Bounds in said Plan.

8. The Property Owner grants permission to the County, its agents and employees, to enter upon the property to inspect and monitor said facilities whenever the County deems necessary and further for the County or its agents to repair, replace, maintain, and reconstruct said facilities as permitted herein.

9. (a) If the County determines that the stormwater detention and/or water quality facilities are not being maintained in good working order and gives written notice to the current Property Owner to repair, replace, reconstruct, or maintain said facilities within a reasonable time, and the Property Owner fails to comply with the County's notice within the time specified, the Property Owner authorizes the County or its agents to enter upon the Property to repair, reconstruct, replace or perform maintenance on said facilities at the Property Owner's expense.

(b) The Property Owner further authorizes the County to place a lien for double the amount of said expenses of repair, maintenance or reconstruction against the property.

(c) If the Property Owner fails to pay the County after forty-five (45) days written notice, the Property Owner authorizes the County to collect said expenses from the Property Owner through the appropriate legal action, with the Property Owner to be liable for the reasonable expenses of collection, court costs, and attorney fees.

(d) The Property Owner recognizes, however, that this remedy does not obligate the County to maintain or repair any stormwater facilities and/or water quality facilities or restrict the County from pursuing other or additional legal remedies against the Property Owner.

10. These Covenants shall be binding on the Property Owner's heirs, administrators, executors, successors, and assigns, and any and all subsequent property owners. Upon conveyance of the Property, these Covenants shall transfer to and be binding upon the new property owner and the original Property Owner shall be released from any and all responsibilities and obligations under these Covenants.

11. These Covenants are permanent and shall run with the land.

12. The Property Owner shall, upon the recording of this covenant for permanent maintenance of stormwater, record a plat showing and accurately defining the easements for stormwater and/or water quality facilities and the access easements to these facilities on a survey plat of record. The survey plat must reference the instrument number where these Covenants are recorded and contain a note that the Property Owner is responsible for maintaining the facility.

13. The Engineering Department will record the Covenants for permanent maintenance of stormwater facilities and the Property Owner shall be responsible for providing to the Engineering Department a check made payable to the Knox County Register of Deeds in the amount sufficient to pay for the said recording. The property of the recorded document shall be returned to the Property Owner and a copy to the Knox County Law Department before the final plat is signed by the Engineering Department and before all or any portion of the property is transferred or conveyed.

14. Upon the Property Owner's satisfaction of all duties set forth in this Covenant and proof of same, the Property Owner may make application to the County for the return or refund of the bond, letter of credit, or cash bond.

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS THIS 7<sup>th</sup> DAY OF September, 2016.  
PROPERTY OWNER/ AUTHORIZED AGENT:

(Print Name Here) David C. Campbell

(Sign Name Here) [Handwritten Signature]

STATE OF TENNESSEE )  
COUNTY OF KNOX )

Before me the undersigned authority, a Notary Public at Large of the State of Tennessee, personally appeared DAVID C. CAMPBELL, with whom I am personally acquainted, and who, upon oath, executed the foregoing instrument for the purposes therein contained, and who further acknowledged that he or she is the Authorized Agent of Edwards Place Development, LLC and is authorized by Edwards Place Development, LLC to execute this instrument on behalf of same.

WITNESS my hand and official seal at office in Knox County, Tennessee this the 7<sup>th</sup> day of SEPT., 2016.

Eddy Roberts  
NOTARY PUBLIC  
EDDY O. ROBERTS  
STATE OF TENNESSEE  
NOTARY PUBLIC  
KNOX COUNTY

My Commission Expires: 12-23-18

KNOX COUNTY, TENNESSEE

\_\_\_\_\_  
By: Knox County Mayor

STATE OF TENNESSEE     )  
COUNTY OF KNOX         )

Before me the undersigned authority, a Notary Public at Large of the State of Tennessee, personally appeared \_\_\_\_\_, with whom I am personally acquainted, and who, upon oath, executed the foregoing instrument for the purposes therein contained, and who further acknowledged that he or she is the Mayor of Knox County, Tennessee and is authorized by Knox County, Tennessee to execute this instrument on its behalf.

WITNESS my hand and official seal at office in Knox County, Tennessee this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

CONTRACT NO. \_\_\_\_\_

\_\_\_\_\_  
KNOX COUNTY LAW DIRECTOR

\_\_\_\_\_  
DATE

**AGENDA COMMITTEE MEETING**

**24.**

**Meeting Date:** 10/05/2016  
**Requested By:** Eddy Roberts,  
ENGINEERING  
AND PUBLIC  
WORKS

**Department:** ENGINEERING AND PUBLIC WORKS

**Requires Expenditure of Funds:** NO                      **Funded in Current Budget:** NO

**Appropriation Required:** NO

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Information

**CAPTION**

Consideration of a Resolution of the Commission of Knox County, Tennessee approving Covenants for Permanent Maintenance of Stormwater Facilities and Best Management Practices with Edwards Place Development, LLC for property at 7605 Twin Oak Lane (a portion of CLT Parcel # 021-00203).

*(Engineering and Public Works)*

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Attachments

storm

**COVENANTS FOR PERMANENT MAINTENANCE OF STORMWATER  
FACILITIES AND BEST MANAGEMENT PRACTICES**

**THE TERM STORMWATER FACILITIES MAY REFER TO WATER QUANTITY  
AND/OR WATER QUALITY FACILITIES (i.e. detention basins, retention basins, swales,  
pipes, oil/water separators, sand filtering devices, etc.)**

**Edwards Place Development, LLC**, (an individual/ a Tennessee or other state corporation/  
partnership) with its (office/ residence) located at **645 Rockwell Farm Lane, Knoxville,**  
**Tennessee 37934** (hereinafter "Property Owner") grants these Covenants for Maintenance of  
Stormwater and/or Water Quality Facilities (hereinafter "Covenants") on this the 7<sup>th</sup> day of

September 2016

**WITNESSETH:**

**WHEREAS**, The Knox County Stormwater Ordinance requires property owners to enter  
into permanent maintenance agreements for stormwater and/or water quality facilities before the  
property is developed.

**NOW THEREFORE**, as a condition of the Engineering Department's issuance of a  
Grading Permit, the Property Owner warrants, covenants, and grants as follows:

1. That they will fully execute a stormwater maintenance facility and stormwater  
maintenance documents and the Engineering Department shall record the same in the Register's  
Office for Knox County, Tennessee.

The Property Owner further warrants that they are the owner of the property located in Knox  
County at **7605 Twin Oak Lane (a portion of CLT Parcel # 021-00203) in District 8** and that a  
final map and plat has been prepared, said map and plat being prepared by **Lynch Surveys, LLC**  
on the 7<sup>th</sup> day of **December, 2015**.

The Property Owner further agrees that said map and plat shall be recorded in the Register's  
Office as soon as the recording of this stormwater agreement takes place and a copy of the  
recorded plat and map be furnished to the Knox County Engineering Department.

2. The Property Owner desires to develop all or a portion of the above described property  
according to the Grading Permit issued by Knox County based on the Property Owner's  
site/subdivision plan entitled **Final Plat of : Edwards Place Unit 4** dated **December 7, 2015** and  
prepared by **Lynch Surveys, LLC** (hereinafter "Plan").

3. The Property Owner will construct and maintain the stormwater and/or water quality  
facilities in strict accord with the Plan, specifications, calculations, and conditions required by the  
Engineering Department.

4. The Property Owner shall provide a surety bond, letter of credit, or cash bond  
acceptable to Knox County and in an amount to be determined by the Engineering Department in  
a sum sufficient to guarantee that the stormwater and/or water quality facilities are constructed in  
accordance with the plan.

5. To ensure that subsequent property owners have notice of these Covenants and the  
obligations therein, the Property Owner will include in all instruments conveying any or all of the  
above described property on which the stormwater and/or water quality facilities are located, the

specific instrument numbers referencing these Covenants and the recorded subdivision plat indicated in paragraph 12 herein.

6. The Property Owner will maintain the approved stormwater and/or water quality facilities in good working order acceptable to the County Engineering Department. Minimum maintenance of said facilities shall include sediment, debris, oil, hydrocarbons, and foreign materials removal; cutting and removal of woody vegetation on an annual basis; and keeping emergency spillways functional and clear of woody vegetation and debris so that the operation and capacity of the stormwater and/or water quality facilities continue to meet the standards in said Plan.

7. In order to provide access to stormwater and/or water quality facilities by personnel, vehicles and equipment, the Property Owner will provide a twenty (20) foot wide access with an easement from a public street in strict accord with the Plat and any additional conditions required by the Engineering Department. The Property Owner further covenants that no structure or building will be erected on the access easement; that no woody vegetation will be allowed to grow on the access easement; and that no use will be made which will interfere with the use of said easement for the purpose of accessing the facilities. If access to the facilities is obstructed and the County is required to remove the obstruction the County will follow the notice procedure, double lien, and collection process as set forth in paragraph 9 herein. In addition the easement provided above is further described by Metes and Bounds in said Plan.

8. The Property Owner grants permission to the County, its agents and employees, to enter upon the property to inspect and monitor said facilities whenever the County deems necessary and further for the County or its agents to repair, replace, maintain, and reconstruct said facilities as permitted herein.

9. (a) If the County determines that the stormwater detention and/or water quality facilities are not being maintained in good working order and gives written notice to the current Property Owner to repair, replace, reconstruct, or maintain said facilities within a reasonable time, and the Property Owner fails to comply with the County's notice within the time specified, the Property Owner authorizes the County or its agents to enter upon the Property to repair, reconstruct, replace or perform maintenance on said facilities at the Property Owner's expense.

(b) The Property Owner further authorizes the County to place a lien for double the amount of said expenses of repair, maintenance or reconstruction against the property.

(c) If the Property Owner fails to pay the County after forty-five (45) days written notice, the Property Owner authorizes the County to collect said expenses from the Property Owner through the appropriate legal action, with the Property Owner to be liable for the reasonable expenses of collection, court costs, and attorney fees.

(d) The Property Owner recognizes, however, that this remedy does not obligate the County to maintain or repair any stormwater facilities and/or water quality facilities or restrict the County from pursuing other or additional legal remedies against the Property Owner.

10. These Covenants shall be binding on the Property Owner's heirs, administrators, executors, successors, and assigns, and any and all subsequent property owners. Upon conveyance of the Property, these Covenants shall transfer to and be binding upon the new property owner and the original Property Owner shall be released from any and all responsibilities and obligations under these Covenants.

11. These Covenants are permanent and shall run with the land.

12. The Property Owner shall, upon the recording of this covenant for permanent maintenance of stormwater, record a plat showing and accurately defining the easements for stormwater and/or water quality facilities and the access easements to these facilities on a survey plat of record. The survey plat must reference the instrument number where these Covenants are recorded and contain a note that the Property Owner is responsible for maintaining the facility.

13. The Engineering Department will record the Covenants for permanent maintenance of stormwater facilities and the Property Owner shall be responsible for providing to the Engineering Department a check made payable to the Knox County Register of Deeds in the amount sufficient to pay for the said recording. The property of the recorded document shall be returned to the Property Owner and a copy to the Knox County Law Department before the final plat is signed by the Engineering Department and before all or any portion of the property is transferred or conveyed.

14. Upon the Property Owner's satisfaction of all duties set forth in this Covenant and proof of same, the Property Owner may make application to the County for the return or refund of the bond, letter of credit, or cash bond.

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS THIS 7<sup>th</sup> DAY OF September, 2016.

PROPERTY OWNER/ AUTHORIZED AGENT:

(Print Name Here) David C. Campbell

(Sign Name Here) [Signature]

STATE OF TENNESSEE )  
COUNTY OF KNOX )

Before me the undersigned authority, a Notary Public at Large of the State of Tennessee, personally appeared DAVID C. CAMPBELL, with whom I am personally acquainted, and who, upon oath, executed the foregoing instrument for the purposes therein contained, and who further acknowledged that he or she is the **Authorized Agent** of **Edwards Place Development, LLC** and is authorized by **Edwards Place Development, LLC** to execute this instrument on behalf of same.

WITNESS my hand and official seal at office in Knox County, Tennessee this the 7<sup>th</sup> day of SEPT., 2016.



Eddie Roberts  
NOTARY PUBLIC

My Commission Expires: 12-23-18

KNOX COUNTY, TENNESSEE

\_\_\_\_\_  
By: Knox County Mayor

STATE OF TENNESSEE     )  
COUNTY OF KNOX         )

Before me the undersigned authority, a Notary Public at Large of the State of Tennessee, personally appeared \_\_\_\_\_, with whom I am personally acquainted, and who, upon oath, executed the foregoing instrument for the purposes therein contained, and who further acknowledged that he or she is the Mayor of Knox County, Tennessee and is authorized by Knox County, Tennessee to execute this instrument on its behalf.

WITNESS my hand and official seal at office in Knox County, Tennessee this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

CONTRACT NO. \_\_\_\_\_

\_\_\_\_\_  
KNOX COUNTY LAW DIRECTOR

\_\_\_\_\_  
DATE

**AGENDA COMMITTEE MEETING**

**25.**

**Meeting Date:** 10/05/2016  
**Requested By:** Eddy Roberts,  
ENGINEERING  
AND PUBLIC  
WORKS

**Department:** ENGINEERING AND PUBLIC WORKS

**Requires Expenditure of Funds:** NO                      **Funded in Current Budget:** NO

**Appropriation Required:** NO

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Information

**CAPTION**

Consideration of a Resolution of the Commission of Knox County, Tennessee approving Covenants for Permanent Maintenance of Stormwater Facilities and Best Management Practices with M&M Partners for property at 0 Lovelace Rd. (a portion of CLT Parcel # 129-032).

*(Engineering and Public Works)*

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Attachments

storm

**COVENANTS FOR PERMANENT MAINTENANCE OF STORMWATER  
FACILITIES AND BEST MANAGEMENT PRACTICES**

**THE TERM STORMWATER FACILITIES MAY REFER TO WATER QUANTITY  
AND/OR WATER QUALITY FACILITIES (i.e. detention basins, retention basins, swales,  
pipes, oil/water separators, sand filtering devices, etc.)**

**M&M Partners**, (an individual/ a Tennessee or other state corporation/ partnership) with its  
(office/ residence) located at **114 Durwood Rd., Knoxville, Tennessee 37922** (hereinafter  
"Property Owner") grants these Covenants for Maintenance of Stormwater and/or Water Quality  
Facilities (hereinafter "Covenants") on this the 29<sup>th</sup> day of September, 2016

**WITNESSETH:**

**WHEREAS**, The Knox County Stormwater Ordinance requires property owners to enter  
into permanent maintenance agreements for stormwater and/or water quality facilities before the  
property is developed.

**NOW THEREFORE**, as a condition of the Engineering Department's issuance of a  
Grading Permit, the Property Owner warrants, covenants, and grants as follows:

1. That they will fully execute a stormwater maintenance facility and stormwater  
maintenance documents and the Engineering Department shall record the same in the Register's  
Office for Knox County, Tennessee.

The Property Owner further warrants that they are the owner of the property located in Knox  
County at **0 Lovelace Rd. (a portion of CLT Parcel # 129-032) in District 6** and that a final  
map and plat has been prepared, said map and plat being prepared by **Batson, Himes, Norvell &  
Poe** on the 6<sup>th</sup> day of September, 2016.

The Property Owner further agrees that said map and plat shall be recorded in the Register's  
Office as soon as the recording of this stormwater agreement takes place and a copy of the  
recorded plat and map be furnished to the Knox County Engineering Department.

2. The Property Owner desires to develop all or a portion of the above described property  
according to the Grading Permit issued by Knox County based on the Property Owner's  
site/subdivision plan entitled **Final Plat for Hickory Crest Subdivision, Phase 1** dated  
September 6, 2016 and prepared by **Batson, Himes, Norvell & Poe** (hereinafter "Plan").

3. The Property Owner will construct and maintain the stormwater and/or water quality  
facilities in strict accord with the Plan, specifications, calculations, and conditions required by the  
Engineering Department.

4. The Property Owner shall provide a surety bond, letter of credit, or cash bond  
acceptable to Knox County and in an amount to be determined by the Engineering Department in  
a sum sufficient to guarantee that the stormwater and/or water quality facilities are constructed in  
accordance with the plan.

5. To ensure that subsequent property owners have notice of these Covenants and the obligations therein, the Property Owner will include in all instruments conveying any or all of the above described property on which the stormwater and/or water quality facilities are located, the

specific instrument numbers referencing these Covenants and the recorded subdivision plat indicated in paragraph 12 herein.

6. The Property Owner will maintain the approved stormwater and/or water quality facilities in good working order acceptable to the County Engineering Department. Minimum maintenance of said facilities shall include sediment, debris, oil, hydrocarbons, and foreign materials removal; cutting and removal of woody vegetation on an annual basis; and keeping emergency spillways functional and clear of woody vegetation and debris so that the operation and capacity of the stormwater and/or water quality facilities continue to meet the standards in said Plan.

7. In order to provide access to stormwater and/or water quality facilities by personnel, vehicles and equipment, the Property Owner will provide a twenty (20) foot wide access with an easement from a public street in strict accord with the Plat and any additional conditions required by the Engineering Department. The Property Owner further covenants that no structure or building will be erected on the access easement; that no woody vegetation will be allowed to grow on the access easement; and that no use will be made which will interfere with the use of said easement for the purpose of accessing the facilities. If access to the facilities is obstructed and the County is required to remove the obstruction the County will follow the notice procedure, double lien, and collection process as set forth in paragraph 9 herein. In addition the easement provided above is further described by Metes and Bounds in said Plan.

8. The Property Owner grants permission to the County, its agents and employees, to enter upon the property to inspect and monitor said facilities whenever the County deems necessary and further for the County or its agents to repair, replace, maintain, and reconstruct said facilities as permitted herein.

9. (a) If the County determines that the stormwater detention and/or water quality facilities are not being maintained in good working order and gives written notice to the current Property Owner to repair, replace, reconstruct, or maintain said facilities within a reasonable time, and the Property Owner fails to comply with the County's notice within the time specified, the Property Owner authorizes the County or its agents to enter upon the Property to repair, reconstruct, replace or perform maintenance on said facilities at the Property Owner's expense.

(b) The Property Owner further authorizes the County to place a lien for double the amount of said expenses of repair, maintenance or reconstruction against the property.

(c) If the Property Owner fails to pay the County after forty-five (45) days written notice, the Property Owner authorizes the County to collect said expenses from the Property Owner through the appropriate legal action, with the Property Owner to be liable for the reasonable expenses of collection, court costs, and attorney fees.

(d) The Property Owner recognizes, however, that this remedy does not obligate the County to maintain or repair any stormwater facilities and/or water quality facilities or restrict the County from pursuing other or additional legal remedies against the Property Owner.

10. These Covenants shall be binding on the Property Owner's heirs, administrators, executors, successors, and assigns, and any and all subsequent property owners. Upon conveyance of the Property, these Covenants shall transfer to and be binding upon the new property owner and the original Property Owner shall be released from any and all responsibilities and obligations under these Covenants.

11. These Covenants are permanent and shall run with the land.

12. The Property Owner shall, upon the recording of this covenant for permanent maintenance of stormwater, record a plat showing and accurately defining the easements for stormwater and/or water quality facilities and the access easements to these facilities on a survey plat of record. The survey plat must reference the instrument number where these Covenants are recorded and contain a note that the Property Owner is responsible for maintaining the facility.

13. The Engineering Department will record the Covenants for permanent maintenance of stormwater facilities and the Property Owner shall be responsible for providing to the Engineering Department a check made payable to the Knox County Register of Deeds in the amount sufficient to pay for the said recording. The property of the recorded document shall be returned to the Property Owner and a copy to the Knox County Law Department before the final plat is signed by the Engineering Department and before all or any portion of the property is transferred or conveyed.

14. Upon the Property Owner's satisfaction of all duties set forth in this Covenant and proof of same, the Property Owner may make application to the County for the return or refund of the bond, letter of credit, or cash bond.

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS THIS 29th DAY OF September, 2016.

PROPERTY OWNER/ AUTHORIZED AGENT:

(Print Name Here) WALLACE McCLURE, JR, TRUSTEE

(Sign Name Here) Wallace McClure, Jr, Trustee

STATE OF TENNESSEE )  
COUNTY OF KNOX )

Before me the undersigned authority, a Notary Public at Large of the State of Tennessee, personally appeared Wallace McClure, Jr, Trustee with whom I am personally acquainted, and who, upon oath, executed the foregoing instrument for the purposes therein contained, and who further acknowledged that he or she is the **Authorized Agent** of **M&M Partners** and is authorized by **M&M Partners** to execute this instrument on behalf of same.

WITNESS my hand and official seal at office in Knox County, Tennessee this the 29th day of September 2016

Constance Sheehan  
NOTARY PUBLIC



My Commission Expires: August 31, 2019

KNOX COUNTY, TENNESSEE

\_\_\_\_\_  
By: Knox County Mayor

STATE OF TENNESSEE     )  
COUNTY OF KNOX         )

Before me the undersigned authority, a Notary Public at Large of the State of Tennessee, personally appeared \_\_\_\_\_, with whom I am personally acquainted, and who, upon oath, executed the foregoing instrument for the purposes therein contained, and who further acknowledged that he or she is the Mayor of Knox County, Tennessee and is authorized by Knox County, Tennessee to execute this instrument on its behalf.

WITNESS my hand and official seal at office in Knox County, Tennessee this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

CONTRACT NO. \_\_\_\_\_

\_\_\_\_\_  
KNOX COUNTY LAW DIRECTOR

\_\_\_\_\_  
DATE

**AGENDA COMMITTEE MEETING**

**26.**

**Meeting Date:** 10/05/2016  
**Requested By:** Jim Snowden,  
ENGINEERING  
AND PUBLIC  
WORKS

**Department:** ENGINEERING AND PUBLIC WORKS

**Requires Expenditure of Funds:** YES                      **Funded in Current Budget:** YES

**Appropriation Required:** NO

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Information

**CAPTION**

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a contract amendment in the amount of \$19,670.00 with Gresham Smith and Partners for construction, engineering, and inspection services for the Ebenezer Road and Gleason Drive improvements.

*(Engineering and Public Works)*

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Attachments

amendment

**EXHIBIT F**  
**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No. 1**

1. Background Data: Construction Schedule Extended

Effective Date of Owner-Engineer Agreement: July 20, 2016

Owner: Knox County

Engineer: Gresham Smith and Partners

Project: Construction Inspection, Ebenezer / Gleason Intersection Project

2. Description of Modifications: *This amendment to the original contract extends the time of our service from 12 weeks to 17 weeks. The additional time required is due to delays during construction.*

- a. Engineer shall perform or furnish the following Additional Services:
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
- c. The responsibilities of Owner are modified as follows:
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: add \$19,670.00
- e. The schedule for rendering services is modified as follows: Through Oct. 18
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

3. Agreement Summary (Reference only)

a. Original Agreement amount:	\$62,700.00
b. Net change for prior amendments:	\$0
c. This amendment amount:	\$19,670.00
d. Adjusted Agreement amount:	\$82,370.00

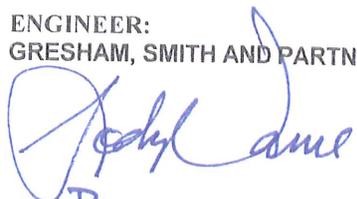
The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is .

OWNER: Knox County

ENGINEER:  
GRESHAM, SMITH AND PARTNERS

By: \_\_\_\_\_

By: 

Title: \_\_\_\_\_

Title: PRINCIPAL

Date: \_\_\_\_\_

Date: 9/26/16

**AGENDA COMMITTEE MEETING**

**27.**

**Meeting Date:** 10/05/2016  
**Requested By:** Jim Snowden,  
ENGINEERING  
AND PUBLIC  
WORKS

**Department:** ENGINEERING AND PUBLIC WORKS

**Requires Expenditure of Funds:** YES                      **Funded in Current Budget:** YES

**Appropriation Required:** NO

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Information

**CAPTION**

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a contract with Volunteer Highway Supply Inc. for pavement marking materials and road striping services.

*(Engineering and Public Works)*

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**AGENDA COMMITTEE MEETING**

**28.**

**Meeting Date:** 10/05/2016

Submitted For:	Martha Buchanan	Requested By:	Barbara Grass, HEALTH DEPARTMENT
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Department: HEALTH DEPARTMENT

Requires Expenditure of Funds: NO                      Funded in Current Budget: NO

Appropriation Required: NO

Information

**CAPTION**

Consideration of a Resolution of the Commission of Knox County, Tennessee approving an agreement with Harvest Church to permit the Harvest Church, located at 6720 Kern Road immediately across Dante Road from and adjacent to the Teague Health Clinic at 405 Dante Road, to use the paved portion of Teague Health Clinic's parking lot belonging to Knox County, Tennessee as a parking area for worshipers of their church services and church functions on Sundays all day and every other evening after 5:00 pm, at no charge.

*(Health Department)*

Attachments

Harvest Church

## AGREEMENT

This agreement entered this \_\_\_\_ day of October, 2016, by and between Knox County, Tennessee, a political subdivision of the State of Tennessee as party of the first part and Harvest Church, a Tennessee religious corporation as party of the second part.

WHEREAS, Knox County, Tennessee owns and operates the Teague Health Clinic at 405 Dante School Road in Knox County;

WHEREAS, Harvest Church is located at 6720 Kern Road immediately across Dante Road from and adjacent the Teague Health Clinic;

WHEREAS, the Teague Health Clinic owns and maintains a paved parking lot on its premises at 405 Dante School Road that generally goes unused on Sundays and Wednesdays;

WHEREAS, the Teague Health Clinic's hours of operation are Monday through Friday from 8:00 am to 4:30 pm during regular work hours through the work week;

WHEREAS, the Teague Health Clinic must be constantly prepared to address medical emergencies and problems outside regular hours of operation, including a mass inoculation event that could happen with less than a 24 hour notice;

WHEREAS, the Public Building Authority maintains the building and parking lot outside regular hours of operation;

WHEREAS, Knox County has an existing agreement with Dante Church of God to allow the Dante Church of God to use and maintain a graveled parking lot different and separate from the paved parking lot maintained by the Teague Health Clinic;

WHEREAS, Harvest Church is a growing and expanding church which is in need of more parking spaces for worshipers on Sundays and every evening;

NOW THEREFORE, the parties do agree and covenant as follow:

1. Knox County, Tennessee, will permit the Harvest Church to use the paved portion of Teague Health Clinic's parking lot belonging to Knox County, Tennessee as a parking area for worshipers of their church services and church functions on Sundays all day and every other evening after 5:00 pm, at no charge.

2. Harvest Church will use the paved parking lot until such time as Knox County has a need for the use of the parking lot to attend to occasional evening clinics up until 6:30 pm, and public health emergencies, *ie.* mass inoculation events, *etc.*, at which time Knox County will resume control and use of the property for the event or thirty (30) days after either Knox County or Harvest Church provides notice to the other of the termination of this agreement.

3. The Public Building Authority has access to the paved portion of the parking lot for maintenance, repairs and upkeep after hours.

4. This is a license agreement, and Harvest Church is not granted any ownership rights in the parking lot. Knox County conveys no title and no fixed interest in the land.

5. Harvest Church agrees that they will indemnify Knox County should any claim or lawsuit be filed by any person attending services or events at Harvest Church as a result of any injury, fall, or accident which occurs on the property of Knox County during the pendency of this agreement.

6. Harvest Church shall be responsible for any liability issues that arise as result of their use of the property.

7. Harvest Church will maintain its commercial general liability insurance policy (41M5A0456496 or any other subsequent insurance policy) during the term of this agreement.

8. Knox County, for its part, warrants that they have a good, fee simple marketable title to the property and agree to allow the Harvest Church to make use of this the paved portion of the Teague Health Clinic parking lot free of charge during Sundays and/or every other evening after 4:30 pm.

9. Knox County will not be responsible for the removal of after-hours snow, ice or other debris from the parking lot.

In Witness, whereof we have hereunto affixed our hands and seals at Knoxville, entered this \_\_\_\_ day of October, 2016.

Harvest Church

\_\_\_\_\_  
Its: \_\_\_\_\_  
Date

\_\_\_\_\_  
Tim Burchett  
Knox County Mayor  
Date

\_\_\_\_\_  
Martha Buchanan, MD,  
Director  
Date

Contract No.: \_\_\_\_\_  
APPROVED AS TO LEGAL FORM

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Knox County Law Director                      Date

**AGENDA COMMITTEE MEETING**

**29.**

**Meeting Date:** 10/05/2016

Submitted For: Martha Buchanan Requested By: Barbara Grass,  
HEALTH DEPARTMENT

Department: HEALTH DEPARTMENT

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

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Information

**CAPTION**

Consideration of a Resolution of the Commission of Knox County, Tennessee approving Amendment One to the Public Health Emergency Preparedness Grant Contract (ZZ17141425) between the State of Tennessee, Department of Health and The Government of Knox County DBA Knox County Health Department. The purpose and effect of Amendment One is increased funding in the amount of \$17,089.00 (no local match required) to assist in preparedness to respond to the Zika Virus Disease. Contract end date is June 30, 2017.  
*(Health Department)*

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Attachments

PHEP Amend 1



## GRANT AMENDMENT

<b>Agency Tracking #</b> 34360-30717	<b>Edison ID</b> 141425	<b>Contract #</b> ZZ17141425	<b>Amendment #</b> 1		
<b>Contractor Legal Entity Name</b> The Government of Knox dba Knox County Health Department			<b>Edison Vendor ID</b> 2830		
<b>Amendment Purpose &amp; Effect(s)</b> Addition of scope of services wording and increase to funding.					
<b>Amendment Changes Contract End Date:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<b>End Date:</b> June 30, 2017			
<b>TOTAL Contract Amount INCREASE or DECREASE per this Amendment</b> (zero if N/A):			<b>\$ 17,089</b>		
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2017		\$579,922			\$579,922
<b>TOTAL:</b>		\$579,922			\$579,922
<b>American Recovery and Reinvestment Act (ARRA) Funding:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>OCR USE</i>		
<b>Speed Chart</b> (optional) HL00017498		<b>Account Code</b> (optional) 71301000			

**AMENDMENT ONE  
OF GRANT CONTRACT ZZ17141425**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and The Government of Knox dba Knox County Health Department, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. The following is added as Grant Contract section A.5.j.
  - j. The Grantee shall assist in preparedness to respond to the Zika Virus Disease with the implementation of activities to accomplish the outcomes as outlined in the "**Suggested CDC Funding Application Work Plan Template for Public Health Preparedness and Response (PHPR) Cooperative Agreement for All-Hazards Public Health Emergencies: Zika 2016**" (Attachment 6) developed for the State.
2. Grant Contract section C.1 is deleted in its entirety and replaced with the following:
  - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Five Hundred Seventy Nine Thousand Nine Hundred Twenty Two Dollars (\$579,922) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
3. Grant Contract Attachment 6 attached hereto is added as a new attachment.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective ten (10) days following the last signature. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,**

**THE GOVERNMENT OF KNOX COUNTY DBA KNOX COUNTY HEALTH DEPARTMENT:**

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**GRANTEE SIGNATURE**

**DATE**

TIM BURCHETT, MAYOR

---

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**KNOX COUNTY HEALTH DEPARTMENT**

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MARTHA BUCHANAN, MD, DIRECTOR

DEPARTMENT OF HEALTH:

---

**JOHN J. DREYZEHNER, MD, MPH, FACOEM, COMMISSIONER**

**DATE**

**ATTACHMENT 1**  
**GRANT BUDGET**  
**(BUDGET PAGE 1)**

<b>The Government of Knox County dba Knox County Health Department - Public Health Emergency Preparedness (PHEP) Roll Up</b>				
<b>APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2016, and ending June 30, 2017.</b>				
<b>POLICY 03 Object Line-item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)</b>	<b>GRANT CONTRACT</b>	<b>GRANTEE MATCH<sup>3</sup></b>	<b>TOTAL PROJECT</b>
1	Salaries <sup>2</sup>	\$381,800.00	\$0.00	\$381,800.00
2	Benefits & Taxes	\$101,900.00	\$0.00	\$101,900.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$12,000.00	\$0.00	\$12,000.00
5	Supplies	\$13,600.00	\$0.00	\$13,600.00
6	Telephone	\$20,000.00	\$0.00	\$20,000.00
7	Postage & Shipping	\$500.00	\$0.00	\$500.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$18,033.00	\$0.00	\$18,033.00
10	Printing & Publications	\$350.00	\$0.00	\$350.00
11, 12	Travel/ Conferences & Meetings <sup>2</sup>	\$2,739.00	\$0.00	\$2,739.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$29,000.00	\$52,899.00	\$81,899.00
24	In-Kind Expense	\$0.00	\$6,301.00	\$6,301.00
25	<b>GRAND TOTAL</b>	<b>\$579,922.00</b>	<b>\$59,200.00</b>	<b>\$639,122.00</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.tn.gov/finance/act/documents/policy3.pdf>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

<sup>3</sup> A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

The Government of Knox County dba Knox County Health Department - Public Health Emergency Preparedness (PHEP) Base				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2016, and ending June 30, 2017.				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH <sup>3</sup>	TOTAL PROJECT
1	Salaries <sup>2</sup>	\$320,600.00	\$0.00	\$320,600.00
2	Benefits & Taxes	\$93,000.00	\$0.00	\$93,000.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5	Supplies	\$10,100.00	\$0.00	\$10,100.00
6	Telephone	\$20,000.00	\$0.00	\$20,000.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$18,033.00	\$0.00	\$18,033.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings <sup>2</sup>	\$2,000.00	\$0.00	\$2,000.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost (7% of Labor, Benefits and Taxes)	\$29,000.00	\$41,039.00	\$70,039.00
24	In-Kind Expense	\$0.00	\$6,301.00	\$6,301.00
25	<b>GRAND TOTAL</b>	\$492,733.00	\$47,340.00	\$540,073.00

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.tn.gov/finance/act/documents/policy3.pdf>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

<sup>3</sup> A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to

ATTACHMENT 1 (continued)  
**GRANT BUDGET LINE-ITEM DETAIL**  
 (BUDGET PAGE 3)

<b>SALARIES</b>								<b>AMOUNT</b>
Larry Hutsell, Regional ERC2	\$ 8,158.26	x	12	x	50%			\$48,949.56
Roberta Hern Strum, Epidemiologist	\$ 5,633.84	x	12	x	100%			\$67,606.08
Cindy Sovastion, Volunteer Coordinator	\$ 3,277.87	x	12	x	100%			\$39,334.44
Angela Allreds, PH Educator	\$ 3,475.91	x	12	x	100%			\$41,710.92
Albert Iannacone, Envir Epidemiologist	\$ 6,103.33	x	12	x	100%			\$73,239.96
Sandra Perry, Admin Assistant	\$ 2,358.71	x	12	x	100%			\$28,304.52
Chris Browning, Network Tech	\$ 3,580.05	x	12	x	50%			\$21,480.30
<b>TOTAL ROUNDED</b>								<b>\$320,600.00</b>

<b>TRAVEL / CONFERENCES &amp; MEETINGS</b>		<b>AMOUNT</b>
Local Routine Travel/Planning Meetings and Associated Training		\$2,000.00
<b>TOTAL</b>		<b>\$2,000.00</b>

**ATTACHMENT 1  
GRANT BUDGET  
(BUDGET PAGE 4)**

<b>The Government of Knox County dba Knox County Health Department - Healthcare Preparedness (HPP) Activities</b>				
<b>APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2016, and ending June 30, 2017.</b>				
<b>POLICY 03 Object Line-item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup></b> <small>(detail schedule(s) attached as applicable)</small>	<b>GRANT CONTRACT</b>	<b>GRANTEE MATCH<sup>3</sup></b>	<b>TOTAL PROJECT</b>
1	Salaries <sup>2</sup>	\$61,200.00	\$0.00	\$61,200.00
2	Benefits & Taxes	\$8,900.00	\$0.00	\$8,900.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings <sup>2</sup>	\$0.00	\$0.00	\$0.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$11,860.00	\$11,860.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$70,100.00</b>	<b>\$11,860.00</b>	<b>\$81,960.00</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.tn.gov/finance/act/documents/policy3.pdf>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

<sup>3</sup> A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 5)

SALARIES							AMOUNT
Charity Menefee, Hosptial Coordinator	\$	5,103.00	x	12	x	100%	\$61,236.00
<b>TOTAL ROUNDED</b>							<b>\$61,200.00</b>

**ATTACHMENT 1  
GRANT BUDGET  
(BUDGET PAGE 6)**

<b>The Government of Knox County dba Knox County Health Department - Healthcare Preparedness (Zika) Activities</b>				
<b>APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2016, and ending June 30, 2017.</b>				
<b>POLICY 03 Object Line-item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup></b> <small>(detail schedule(s) attached as applicable)</small>	<b>GRANT CONTRACT</b>	<b>GRANTEE MATCH<sup>3</sup></b>	<b>TOTAL PROJECT</b>
1	Salaries <sup>2</sup>	\$0.00	\$0.00	\$0.00
2	Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$12,000.00	\$0.00	\$12,000.00
5	Supplies	\$3,500.00	\$0.00	\$3,500.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$500.00	\$0.00	\$500.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$350.00	\$0.00	\$350.00
11, 12	Travel/ Conferences & Meetings <sup>2</sup>	\$739.00	\$0.00	\$739.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$17,089.00</b>	<b>\$0.00</b>	<b>\$17,089.00</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.tn.gov/finance/act/documents/policy3.pdf>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

<sup>3</sup> A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

ATTACHMENT 1 (continued)  
**GRANT BUDGET LINE-ITEM DETAIL**  
 (BUDGET PAGE 7)

<b>TRAVEL / CONFERENCES &amp; MEETINGS</b>	<b>AMOUNT</b>
Local Routine Travel/Planning Meetings and Associated Training	\$739.00
<b>TOTAL</b>	<b>\$739.00</b>

<b>Professional Fee/Grant &amp; Award</b>	<b>AMOUNT</b>
Social Media Monitoring	\$7,500.00
Media Campaign	\$4,504.54
<b>TOTAL</b>	<b>\$12,000.00</b>

## Suggested CDC Funding Application Work Plan Template for Public Health Preparedness and Response (PHPR) Cooperative Agreement for All-Hazards Public Health Emergencies: Zika 2016

### Instructions

Applicants must submit work plans with their PHPR Zika funding applications. Applicants are not required to submit their work plans using this CDC-suggested template. However, if applicants develop an alternate template, it must contain all the information elements in the CDC-suggested template, including information on the activities outlined in the logic model included in the PHPR Zika funding opportunity announcement.

All template strategies and outcomes correspond with the logic model outlined in the PHPR Zika funding opportunity announcement. Awardees using this template must complete the “awardee activities to achieve outcomes” section for each overarching strategy. Suggestions for activities that awardees should consider are provided for each strategy. **Awardees should include timelines, responsible parties, and specific details for all listed activities. Awardees should limit responses to two pages or less for each of the three strategies, for a total submission of six pages maximum.**

### Strategy 1: Strengthen Public Health Incident Management and Emergency Operations Coordination

*Awardees should consider activities such as: 1) Activate incident management structure (IMS) to support the Zika outbreak response; 2) Develop comprehensive Zika response plan; 3) Coordinate response activities among state, local, and tribal public health authorities and determine areas of responsibility and authority; and 4) Exercise components of the jurisdiction’s Zika response plan.*

List Awardee Activities to Achieve Outcomes	CDC Recommended Short-Term Outcomes	CDC Recommended Intermediate Outcomes	CDC Recommended Long-Term Outcomes
<p>1. Update ZVD response plan and coordinate with response partners                      Details: Revise plan to include revised guidance and operational decisions by response phase. Train and exercise plan and utilize travel-associated case patients as opportunities to activate response plan.                      Timeline: By Sept. 1, 2016                      Responsible parties: Vector Borne Diseases Program, Mission Coordination Group, Regional Health Departments, Other TN State Agencies</p> <p>2. Update State Health Operation Center (SHOC) equipment                      Details: Purchase equipment to ensure effective management of the response.                      Timeline: By Nov. 1, 2016                      Responsible parties: EP Program</p> <p>3. Update volunteer management badging software                      Details: Purchase a volunteer management software module that operates on existing badging kits to allow for timely processing of volunteers during a response including community Zika activities.                      Timeline: By Dec. 1, 2016                      Responsible parties: EP Program</p>	<p>State, local, tribal, and territorial jurisdictions conduct a well-organized and coordinated Zika response.</p> <p>The jurisdiction’s Zika response plan considers the recommendations included in the “CDC Zika Virus Planning and Response: State and Local Guidance and Checklist” and specifically identifies the response</p>	<p>Reduced risk of ZVD in pregnant women.</p> <p>Vector control measures are in place across the jurisdiction and sufficient to meet the needs of the community.</p> <p>The jurisdiction can test and exercise Zika control measures and make improvements as needed.</p>	<p>Prevention of or reduction in Zika morbidity and mortality.</p> <p>Earliest possible recovery from and return of the public health and healthcare systems to pre-incident levels or improved functioning.</p>

List Awardee Activities to Achieve Outcomes	CDC Recommended Short-Term Outcomes	CDC Recommended Intermediate Outcomes	CDC Recommended Long-Term Outcomes
<p>4. Buy Zika Pregnancy Prevention Kits  Details: Depending on availability, utilize the kit developed by the CDC to target interventions with households having pregnant women.  Timeline: By Aug. 1, 2016  Responsible parties: Division of Family Health and Wellness; EP Program; Mission Coordination Group; Regional Health Departments</p> <p>5. Guillain-Barré syndrome surveillance  Details: Activate passive and active syndromic surveillance to monitor for GBS.  Timeline: Throughout Project period  Responsible parties: Regional Health Departments</p> <p>6. Blood product coordination  Details: Coordinate with Blood Centers to ensure blood safety is maintained and outsources plans are reviewed.  Timeline: Throughout Project period  Responsible parties: Blood Centers, Mission Coordination Group, Vector Borne Disease Program, EP Program</p>	<p>actions the jurisdiction will take in advance of the event, once there is confirmed local transmission, widespread transmission, etc.</p> <p>Response partners understand their roles in the response and meet performance standards outlined in the jurisdiction's response plan.</p> <p>The jurisdiction can rapidly identify and investigate a possible ZVD outbreak.</p> <p>The jurisdiction can coordinate response actions across all levels of government and include non-governmental partners in response planning including the healthcare sector.</p>	<p>The jurisdiction is able to sustain a robust public health emergency response and meet the ongoing response needs of the community.</p> <p>The jurisdiction can rapidly mount and sustain a robust public health emergency response and meet the ongoing response needs of the community.</p> <p>The jurisdiction can implement expedited hiring, reassignment, laboratory surge, and procurement processes to meet the jurisdiction's response needs.</p> <p>The jurisdiction can maintain continuity of government throughout the Zika surge.</p>	<p>Prevention of or reduction in Zika morbidity and mortality.</p> <p>Earliest possible recovery from and return of the public health and healthcare systems to pre-incident levels or improved functioning.</p>

## Strategy 2: Strengthen Information Management and Sharing

*Awardees should consider activities such as: 1) Develop, coordinate, and disseminate information, alerts, warnings, and notifications including outreach to the community, travelers, and clinicians regarding Zika.*

List Awardee Activities to Achieve Outcomes	CDC Recommended Short-Term Outcomes	CDC Recommended Intermediate Outcomes	CDC Recommended Long-Term Outcomes
<p>1. Develop and print information handouts and messaging for community distribution            Details: Ensure effective messaging is developed for immediate distribution when cases are identified. Ensure healthcare community is well informed.            Timeline: Throughout Project period            Responsible parties: Communications Office, Mission Coordination Group, Vector Borne Disease Program, EP Program</p> <p>2. Develop Zika Prevention Mini-Grants to promote local innovation            Details: Conduct local campaigns and document findings to coordinate local community projects aimed at education, source elimination, and resource identification.            Timeline: Throughout Project period            Responsible parties: Regional Health Departments; Community Health Services</p> <p>3. Identify information sharing gaps and solutions            Details: Utilize tools including social media monitoring software to better understand fears, concerns, and misinformation that can be mitigated through focused messaging campaigns.            Timeline: By Nov. 1, 2016            Responsible parties:</p> <p>4. Develop call center phone bank capacity at SHOC/RHOCs            Details: Ensure rapid ability to stand up coordinated multi-phone call centers across the state            Timeline: By Nov. 1, 2016            Responsible parties: EP Program; Regional Health Departments; Community Health Services</p> <p>5. Develop call center triage documentation            Details: Ensure standardized messages are developed that can be shared with the public as case identification and messaging occurs.            Timeline: By Sept. 1, 2016            Responsible parties: Communications Office, Mission Coordination Group, Vector Borne Disease Program, EP Program</p>	<p>The jurisdiction can communicate risk information and situational awareness to response partners and to the public in time to meet the response needs of the jurisdiction.</p> <p>The jurisdiction can effectively reach at-risk communities and vulnerable populations to assure they have a basic understanding of ZVD, understand their personal and community risk, understand self-protective measures, and understand how to access services, including contraception and pregnancy-related care.</p> <p>The jurisdiction can provide timely situational awareness to clinicians and other healthcare response partners.</p>	<p>The jurisdiction's communities are well informed about the risks associated with ZVD and can implement measures to reduce risk.</p>	<p>Prevention of or reduction in Zika morbidity and mortality.</p> <p>Earliest possible recovery from and return of the public health and healthcare systems to pre-incidence levels or improved functioning.</p>

### Strategy 3: Strengthen Community Recovery and Resilience

*Awardees should consider activities such as: 1) Characterize probable risk for jurisdiction's vulnerable population related to Zika virus (e.g., women of reproductive age; women desiring contraceptive services; pregnant women; and newborns with adverse birth outcomes); 2) Engage with private and public partners (e.g., communities and healthcare systems) to minimize impact for at-risk population(s); and 3) Identify resources within the community that can be offered to families that are impacted.*

<b>List Awardee Activities to Achieve Outcomes</b>	<b>CDC Recommended Short-Term Outcomes</b>	<b>CDC Recommended Intermediate Outcomes</b>	<b>CDC Recommended Long-Term Outcomes</b>
<p>1. Develop Zika Prevention Mini-Grants to promote local innovation            Details: Conduct local campaigns and document findings to coordinate local community projects aimed at education, source elimination, and resource identification.            Timeline: Throughout Project period            Responsible parties: Regional Health Departments, Community Health Services; Family Health and Wellness; EP Program</p>	<p>The jurisdiction's communities are well informed about the risks associated with ZVD and can implement measures to reduce risk.</p>	<p>The jurisdiction can identify services and meet the acute and long-term needs of impacted families and children.</p>	<p>Prevention of or reduction in Zika morbidity and mortality.            Earliest possible recovery from and return of the public health and healthcare systems to pre-incident levels or improved functioning.</p>

**AGENDA COMMITTEE MEETING**

**30.**

**Meeting Date:** 10/05/2016

Submitted For: Martha Buchanan Requested By: Barbara Grass,  
HEALTH DEPARTMENT

Department: HEALTH DEPARTMENT

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

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Information

**CAPTION**

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Grant Contract with the State of Tennessee for the provision of HIV/STD/Viral Hepatitis Prevention services in the amount of \$420,900.00 for the term beginning January 1, 2017 and ending December 31, 2017. (No local match required)

*(Health Department)*

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Attachments

HIV/STD/VH



## GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

<b>Begin Date</b> January 1, 2017	<b>End Date</b> December 31, 2017	<b>Agency Tracking #</b> 34349-01217	<b>Edison ID</b>		
<b>Grantee Legal Entity Name</b> The Government of Knox County dba Knox County Health Department			<b>Edison Vendor ID</b> 2830		
<b>Subrecipient or Contractor</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		<b>CFDA # 93.977, 93.940</b>			
		<b>Grantee's fiscal year end December 31, 2017</b>			
<b>Service Caption (one line only)</b> To provide HIV/STD/Viral Hepatitis Prevention services					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2017	\$60,000	\$150,450			\$210,450
2018	\$60,000	\$150,450			\$210,450
<b>TOTAL:</b>	<b>\$120,000</b>	<b>\$300,900</b>			<b>\$420,900</b>
<b>Grantee Selection Process Summary</b>					
<input type="checkbox"/> Competitive Selection					
<input checked="" type="checkbox"/> Non-competitive Selection			The metro health department is a governmental entity that has been determined to be capable and willing to provide HIV/STD Prevention and Testing services to clients. The terms of the grant as well as the grant budget were negotiated taking into consideration the grantee's training, experience, quality of services provided, location of the grantee in relation to clients, willingness to serve departmental clients and willingness to accept departmental reimbursement rates.		
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
<b>Speed Chart (optional)</b> HL00007902		<b>Account Code (optional)</b> 71301000			

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF HEALTH  
AND  
THE GOVERNMENT OF KNOX COUNTY DBA KNOX COUNTY HEALTH DEPARTMENT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee The Government of Knox County dba Knox County Health Department, hereinafter referred to as the "Grantee," is for the provision of HIV/STD/Viral Hepatitis Prevention services, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 2830

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Service Definitions.
- a. "CDC" the Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services.
  - b. "Community based organizations (CBOs)" a public or private nonprofit (including a church or religious entity) that serves a significant segment of a community, and is engaged in meeting health and community needs.
  - c. "Disease intervention services" activities designed to prevent the spread of disease and the development of complications.
  - d. "ELISA Test" the enzyme-linked immunosorbent assay test which tests for antibodies to HIV.
  - e. "Expanded testing" the provision of HIV testing in healthcare and non-healthcare settings serving individuals at risk of HIV infection.
  - f. "Expedited partner therapy (EPT)" the clinical practice of treating the sex partners of patients diagnosed with chlamydia by providing prescriptions or medications to the patient to take to his/her partner without the health care provider first examining the partner, according to the State of Tennessee's Rules and Regulations, 0880-02-.14.
  - g. "False positives" tests that give HIV positive test results that are then proven false by the Western Blot Test.
  - h. "HIV testing" test devices or kits cleared by the U.S. Food and Drug Administration (FDA) that are determined to meet the criteria for waiver under Clinical Laboratory Improvement Amendments (CLIA) of 1988, 42 U.S.C. 263a PL100-578 (1988). They are simple, single-use, disposable devices, using minimal reagents, that can provide results in less than 60 minutes and are designed for use with unprocessed specimens (whole blood or oral fluid specimens).
  - i. "OraQuick Advanced Test Device" the single-use qualitative immunoassay to detect antibodies to Human Immunodeficiency Virus Type 1 (HIV-1) and Type 2 (HIV-2) in oral fluid, fingerstick whole blood, venipuncture whole blood and plasma specimens.

- j. "Patient Reporting Investigating Surveillance Manager (PRISM)" an application designed for the management, surveillance, and reporting of sexually transmitted diseases.
  - k. "Patient Tracking Billing Management Information System (PTBMIS)" a statewide database combined for all services provided by the Tennessee Department of Health. The PTBMIS has modules for patient registration, collection of financial information, tracking of services, and maintaining medical records.
  - l. Pre-Exposure Prophalaxis (PrEP)" the use of HIV medications by those at high-risk for HIV as a strategy for preventing acquisition of HIV.
  - m. "Rapid testing" an easy-to-perform, point-of-care investigation for detecting antibodies to HIV the result of which is provided at the same setting of the consultation. The test result is normally available within 20 minutes.
  - n. "Western Blot Test" the test used to confirm the positive enzyme-linked immunosorbent assay (ELISA) test results for HIV.
  - o. "Electronic HIV/AIDS Reporting System (eHARS)" an application designed for the management, surveillance, and reporting of HIV/AIDS.
  - p. "NBS" National Electronic Disease Surveillance System (NEDSS) Based System (NBS), a database designed for the management surveillance, and reporting of communicable diseases, including viral hepatitis.
  - q. Hepatitis B (HBV) a double-stranded deoxyribonucleic acid (DNA) virus that is vaccine-preventable and is transmitted by contact with infectious blood, semen and other body fluids.
  - r. Hepatitis C (HCV) a single-stranded ribonucleic acid (RNA) virus that is not vaccine-preventable and is transmitted by contact with blood of an infected person.
  - s. "Richard L. Bean Juvenile Service Center (RLBJSC), also known as Richard L. Bean Juvenile Detention Center," the juvenile detention center located in Knoxville, Tennessee, who provides STD testing and education to its at risk population.
- A.3. Service Goals. To implement and coordinate activities and services related to HIV/AIDS/STD prevention, testing, diagnosis and treatment, and surveillance, in Knox County located in east Tennessee.
- A.4. Service Recipients. Service recipients are persons seeking services at the Knox County Health Department who are at risk or who are infected with one or more sexually transmitted diseases.
- a. HIV Prevention Services
    - (1) The Grantee agrees to implement and coordinate activities and services related to HIV Prevention, in accordance with the 2012 Tennessee HIV/AIDS Jurisdictional Plan, published by the Tennessee Department of Health, HIV Prevention Program (available at: <http://health.state.tn.us/STD/PDFs/TN%20Jurisdictional%20Plan%20September%202012.pdf>) copies of which will be provided to the Grantee prior to execution of the Grant.
    - (2) The Grantee will provide education and referral to patients for Pre-Exposure Prophalaxis (PrEP) to patients that meet the following criteria:

- i. Any male or transgender client that is positive for syphilis & HIV negative
  - ii. Any male or transgender client that is positive for a rectal swab of Gonorrhea or Chlamydia & HIV negative
  - iii. Any male or transgender partner (HIV negative) of a male or TG that is positive for any STD, including HIV
  - iv. Any male or transgender client (HIV negative) that answers a sexual history that is anal sex = yes
  - v. Any male or transgender client (HIV negative) that answers a sexual history that is IDU = yes
3. The Grantee agrees to provide the HIV Prevention program with a list of PRISM client ID numbers for those clients that were counseled and referred to PrEP, before the 15<sup>th</sup> of each month, via email.
- b. Sexually Transmitted Disease (STD) Services
- (1) HIV Testing (serologic, oral fluid, rapid):
- i. The Grantee shall follow the Tennessee Department of Health HIV Testing Guidelines, published by the Tennessee Department of Health, HIV Prevention Program (a copy of which has been provided to the Grantee and is available at <http://health.state.tn.us/STD/TestGuidelines.shtml>) regarding the use of serologic/oral fluid/rapid HIV testing. The Grantee shall ensure that all applicable subcontractor(s) follow the Tennessee Department of Health HIV Testing Guidelines and applicable disease reporting statutes (a copy of which is available at <http://health.state.tn.us/STD/TestGuidelines.shtml>).
  - ii. The Grantee shall make information available quarterly on HIV Prevention training opportunities to all individuals who provide HIV counseling and testing services (serologic, oral fluid, rapid) including staff from community based organizations. The Grantee shall follow State testing procedures, protocols and all applicable disease reporting statutes (available at <http://health.state.tn.us/STD/TestGuidelines.shtml>).
- (2) The Grantee shall provide Sexually Transmitted Disease Program services as follows:
- i. Provide diagnostic and treatment services to persons suspected of having one or more STDs, or seeking diagnostic screening for STDs or HIV;
  - ii. These medical services shall be available at least 37.5 hours per week (excluding holidays); and
  - iii. Ensure that medical services are provided by registered/licensed health professionals (physicians, nurse practitioners, physician assistants, or nurses) in accordance with approved protocols.
- (3) Provide disease intervention services for patients diagnosed and treated for HIV and/or STDs in the Grantee's county in accordance with established policies, procedures, communications, protocols and process performance standards

found in the HIV/STD Prevention Program Guidelines, Tennessee Department of Health, published by the Tennessee Department of Health, HIV/STD Prevention Program (available at: [http://health.state.tn.us/STD/PDFs/STD\\_Program\\_Manual\\_2012.pdf](http://health.state.tn.us/STD/PDFs/STD_Program_Manual_2012.pdf)).

- i. Provide supervisory functions to include pouch reviews, and interview and field audits.
  - ii. Provide a Disease Intervention Specialist whose functions will include interviewing, contact-tracing, partner notification, and case management.
- (4) Provide disease intervention services to accomplish the following objectives:
- i. Achieve a contact index of 1.5 for every case interviewed of early syphilis and/or newly diagnosed case of HIV.
    - a) Equal to or greater than fifty percent (50%) of early syphilis cases will be treated within fourteen (14) days.
    - b) Equal to or greater than ninety percent (90%) of early syphilis cases will be treated within thirty (30) days.
    - c) Equal to or greater than ninety percent (90%) of early syphilis cases will be interviewed within thirty (30) days.
    - d) Equal to or greater than seventy five percent (75%) of early syphilis cases interviewed result in at least one (1) partner screened and interviewed.
  - ii. Chlamydia Treatment and Partner Services
    - a) Equal to or greater than fifty percent (50%) of all chlamydia cases will be treated within fourteen (14) days.
    - b) Equal to or greater than ninety percent (90%) of all chlamydia cases will be treated within thirty (30) days.
    - c) Equal to or greater than eighty percent (80%) of cases will be interviewed.
  - iii. Gonorrhea Treatment and Partner Services
    - a) Equal to or greater than fifty percent (50%) of all cases will be treated within fourteen (14) days.
    - b) Equal to or greater than ninety percent (90%) of all cases will be treated within thirty (30) days.
    - c) Equal to or greater eighty percent (80%) of cases will be interviewed.
  - iv. Equal to or greater than ninety five percent (95%) of Gonorrhea/HIV co-infection (previous and newly diagnosed HIV) will be interviewed.
  - v. Equal to or greater than ninety five percent (95%) of Syphilis/HIV co-infection (previous and newly diagnosed HIV) will be interviewed.

- vi. Equal to or greater than ninety percent (90%) of newly diagnosed HIV positive cases identified in STD clinics will be referred to HIV care within ninety (90) days of diagnosis.
  - vii. Equal to or greater than ninety percent (90%) of newly diagnosed HIV positive cases identified in STD clinics will attend first HIV care assessment appointment.
  - viii. Equal to or greater than ninety percent (90%) completeness of race, gender, age, ethnicity, treatment given, pregnancy status, provider information on index cases, Early Syphilis partner contact information (completeness of Interview records) in PTBMIS, PRISM, and eHARS.
  - ix. Once per quarter deliver one (1) STD/Sexual Health presentation to one (1) SNP or FQHC in Knox County.
  - x. Identify Community Healthcare Centers in Knox County that provide services to men having sex with men.
  - xi. Provide two (2) Gonorrhea epidemiology and treatment education to the CHC identified above.
  - xii. Identify one (1) CBO who provides services to high risk populations in Knox County with which to collaborate in an ongoing educational program.
  - xiii. Develop and deliver an ongoing STD health education presentation to the provider identified above.
  - xiv. Develop and deliver an STD policy presentation to key community stakeholders in Knox County.
  - xv. Identify providers in Knox County with low rates of adequate Gonorrhea treatment.
  - xvi. Collaborate with providers identified above to address and educate regarding CDC treatment Guidelines for Gonorrhea.
- (5) Establish a written policy (based upon a local assessment of disease morbidity and trends, staffing, and resources) to describe which of the STD priorities listed under two (ii.) below, will be provided disease intervention services; and
- i. Submit the established policy in writing to the State HIV/STD Program within ninety (90) days of the start date of this grant period.
  - ii. This policy must be consistent with the following order of HIV/STD priorities:
    - a) Pregnant women
    - b) Children under age 13 including infants
    - c) Early (less than one year's duration) syphilis
    - d) Newly diagnosed HIV infection
    - e) Gonorrhea in females
    - f) Chlamydia in females
    - g) Gonorrhea in males
    - h) Chlamydia in males
- (6) Ensure that appropriate laboratory services are available for processing HIV and STD tests.

- (7) Conduct an annual laboratory visit of laboratories in the Grantee's county that are performing tests for gonorrhea, chlamydia, syphilis, and/or HIV.
  - i. Assure each identified laboratory is aware of reporting requirements, procedures and mechanisms; and
  - ii. Establish a mechanism to monitor reporting compliance.
- (8) Conduct surveillance activities to assure the complete and timely reporting of STDs.
- (9) Refer patients to other appropriate community resources when findings indicate problems beyond the scope of the HIV/STD clinic.
- (10) Conduct bi-annual chart reviews of patient medical records following an approved HIV/STD quality assurance protocol.
- (11) Ensure that HIV and STD pamphlets, brochures, audio-visual programs, or other materials are available in the patient reception and waiting areas of the clinic.
- (12) Impart sufficient information to patients to assure that they have accurate perceptions of their disease(s) and treatment. This information includes:
  - i. A clinician shall explain the following to the patient:
    - a) the results of tests,
    - b) the name of the disease and its significance to the patient,
    - c) the name of the medication, when to take it and what to do if doses are missed,
    - d) the expected outcome of treatment and possible side effects,
    - e) the appropriate response to an apparent treatment failure,
    - f) the necessity for appropriate follow-up tests,
    - g) the follow-up tests that will be performed,
    - h) the purposes of the follow-up tests, and
    - i) the potential consequences of not having the follow-up tests performed.
  - ii. Disease Intervention Specialist shall explain to the patient:
    - a) how the disease is acquired and transmitted,
    - b) the period of infectiousness,
    - c) the potential for re-infection if partner(s) are not medically evaluated,
    - d) the rationale behind assuring that the sexual partner(s) obtain appropriate medical evaluation,
    - e) the potential for partners having an asymptomatic infection,
    - f) the need to abstain from sex until partners obtain appropriate medical care,
    - g) the need to adopt appropriate risk-reduction behaviors such as abstinence or condom use,
    - h) the value of recognizing the major symptoms of STD infection, and
    - i) the need for the prompt medical evaluation of symptoms or possible exposure.
- (13) Perform data entry and system quality assurance measures into (PRISM) system in order to meet the State's statistical, evaluation and reporting requirements.
- (14) As requested, assist in the training of other health care professionals.

- (15) Train all new clinic staff.
  - (16) Train all new Disease Intervention Specialists in accordance with the training recommendations in the HIV/STD Prevention Program Guidelines, Tennessee Department of Health, published by the Tennessee Department, HIV/STD Prevention Program, (available at [http://health.state.tn.us/STD/PDFs/STD\\_Program\\_Manual\\_2012.pdf](http://health.state.tn.us/STD/PDFs/STD_Program_Manual_2012.pdf)).
  - (17) Assure all contract-supported positions have regularly assigned duties and responsibilities that are limited in scope to services for STDs (including HIV).
  - (18) Establish and complete PTBMIS patient encounters within five (5) working of the patient visit, including laboratory tests ordered.
  - (19) Utilize EPT when a chlamydia patient states that his/her partner(s) is/are unwilling to appear for medical examination.
- c. As a function of the juvenile service center screening project, the Grantee agrees to:
- (1) Provide technical assistance to the RLBJSC in the operation of their juvenile service center screening effort.
  - (2) Enter all test results from the RLBJSC as a patient encounter with lab order entry (LOE) into PTBMIS.
  - (3) Treat juveniles with positive test results for gonorrhea and/or chlamydia within three (3) to five (5) working days.
    - i. For juveniles still in detention at the RLBJSC, this treatment will be provided at the RLBJSC or at the Grantee's clinic using medications (oral and/or injectable to be determined by the juvenile detention facility) provided by the Tennessee Department of Health through the Grantee.
    - ii. For juveniles released from the RLBJSC, the Grantee will conduct appropriate follow-up to assure treatment, and inform the RLBJSC of the date of treatment and the treatment regimen.
- d. Viral Hepatitis Surveillance Services
- (1) The Grantee agrees to provide viral hepatitis surveillance services listed below in accordance with the State Viral Hepatitis Program and as outlined in the Tennessee Department of Health's Viral Hepatitis NBS User Guide (located at: <https://hssi.tn.gov/auth/login>):
    - I. Case investigation of acute HBV and acute HCV;
    - II. Contact investigation of acute HBV and HCV;
    - III. Care coordination of acute HBV, acute HCV, and chronic HCV; and
    - IV. Viral hepatitis NBS data entry and management.

#### A.6. Service Reporting.

- a. The Grantee shall ensure that all case information is entered into the appropriate reporting system based upon the specified sexually transmitted disease reporting guidelines.

- a. The Grantee will maintain a case log that contains all reported and investigated HIV cases within HIV Surveillance that is subject to visual inspection by program staff at any time.

A.7. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b., c., d., e., and f., below);
- b. Tennessee HV/AIDS Jurisdictional Plan for 2012-2016 Grant Years;
- c. Tennessee Department of Health HIV Testing Guidelines;
- d. State testing procedures, protocols and all applicable disease reporting statutes;
- e. HIV/STD Prevention Program Guidelines, Tennessee Department of Health.
- f. Centers for Disease Control and Prevention (CDC) cooperative agreement.

A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet is incorporated in this Grant Contract. The Grantee shall be notified of any changes that shall take place during the duration of this Grant Contract.

**B. TERM OF CONTRACT:**

B.1. This Grant Contract shall be effective on January 1, 2017 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Four Hundred Twenty Thousand Nine Hundred Dollars (\$420,900) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices (Attachment 2) prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Contract Coordinator  
 Tennessee Department of Health  
 HIV/STD Program  
 Andrew Johnson Tower, 4th Floor  
 710 James Robertson Parkway  
 Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Department of Health-HIV/STD Program.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
    - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
    - ii. The amount reimbursed by Grant Budget line-item to date.
    - iii. The total amount reimbursed under the Grant Contract to date.
    - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
  - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
  - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
  - (4) An invoice under this Grant Contract shall be presented to the State within thirty (30) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than thirty (30) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely

as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may move up to twenty percent (20%) of a line-item amount to another line item category provided that any increase is off-set by an equal reduction of other line-item amount(s) and the total Grant Contract amount detailed by the Grant Budget does not increase. An increase of any line item funded at zero dollars (\$0.00) shall require prior approval of the Grantor State Agency.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within thirty (30) days following the end of each quarter and a final invoice and final grant disbursement reconciliation report within forty five (45) days of the Grant Contract end date and in form and substance acceptable to the State (Attachment 3).
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:  
The State:

Carolyn Wester, M.D., Medical Director  
Tennessee Department of Health  
HIV/STD/Viral Hepatitis Section  
Andrew Johnson Tower, 4th Floor  
710 James Robertson Parkway  
Nashville, Tennessee 37243  
Email Address: Carolyn.Wester@tn.gov

Telephone # (615) 741-7500  
 FAX # (615) 741-3691

The Grantee:

Dr. Martha Buchanan, Director  
 The Government of Knox County dba Knox County Health Department  
 140 Dameron Avenue  
 Knoxville, Tennessee 37917-6413  
 Email Address: Martha.Buchanan@knoxcounty.org  
 Telephone #: (865) 215-5200  
 FAX #: (865) 215-5295

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This

provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee

shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at [fa.audit@tn.gov](mailto:fa.audit@tn.gov). At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract (Attachment 4).
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment 5.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.
- The Grantee shall obtain prior approval from the State before purchasing any equipment or motor vehicles under this Grant Contract.
- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term

or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- E.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or

acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as “Confidential Information.” Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

- E.4. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.5. Environmental Tobacco Smoke. Pursuant to the provisions of the federal “Pro-Children Act of 1994” and the “Children’s Act for Clean Indoor Air of 1995,” Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post “no smoking” signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.6. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee’s Executives.
- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee’s preceding completed fiscal year, if in the Grantee’s preceding fiscal year it received:
- i. 80 percent or more of the Grantee’s annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
  - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, “Executive” means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
- i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

- E. 7. Health Care Data. Grantee shall provide data reports about health care services provided under this Grant using the Department of Health's Patient Tracking and Billing Management Information System (or its successor). Data regarding health care services provided by the Grantee shall be coded and entered into the Patient Tracking and Billing Management Information System (PTBMIS), using the PTBMIS Codes Manual. The PTBMIS Codes manual is available electronically at <http://hsaintranet.health.tn.gov/> and e-mail notices shall be sent to the Grantee regarding new revisions and/or updates, which can be accessed through the above-referenced website.

**IN WITNESS WHEREOF,**

**THE GOVERNMENT OF KNOX COUNTY dba KNOX COUNTY HEALTH DEPARTMENT:**

---

**GRANTEE SIGNATURE**

**DATE**

TIM BURCHETT, MAYOR

---

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**KNOX COUNTY HEALTH DEPARTMENT:**

---

**GRANTEE SIGNATURE**

**DATE**

MARTHA BUCHANAN, MD, DIRECTOR

**APPROVED AS TO FORM: CONTRACT #**

---

**GRANTEE SIGNATURE**

**DATE**

**DEPARTMENT OF HEALTH:**

---

**JOHN J. DREYZEHNER, MD, MPH, FACOEM, COMMISSIONER**

**DATE**

**ATTACHMENT 1**  
**GRANT BUDGET**  
(BUDGET PAGE 1)

<b>THE GOVERNMENT OF KNOX COUNTY DBA KNOX COUNTY HEALTH DEPARTMENT - ROLL-UP</b>				
<b>APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning JANUARY 1, 2017, and ending DECEMBER 31, 2017.</b>				
<b>POLICY 03 Object Line-item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)</b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
1	Salaries <sup>2</sup>	\$262,900.00	\$0.00	\$262,900.00
2	Benefits & Taxes	\$79,700.00	\$0.00	\$79,700.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$17,600.00	\$0.00	\$17,600.00
5	Supplies	\$7,400.00	\$0.00	\$7,400.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$2,800.00	\$0.00	\$2,800.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings <sup>2</sup>	\$11,700.00	\$0.00	\$11,700.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$38,800.00	\$0.00	\$38,800.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	\$420,900.00	\$0.00	\$420,900.00

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: <https://www.tn.gov/assets/entities/finance/attachments/policy3.pdf>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**ATTACHMENT 1 (continued)**

**GRANT BUDGET**

(BUDGET PAGE 2)

<b>THE GOVERNMENT OF KNOX COUNTY DBA KNOX COUNTY HEALTH DEPARTMENT - CSPS</b>				
<b>APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning JANUARY 1, 2017, and ending DECEMBER 31, 2017.</b>				
<b>POLICY 03 Object Line-item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)</b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
1	Salaries <sup>2</sup>	\$94,200.00	\$0.00	\$94,200.00
2	Benefits & Taxes	\$28,500.00	\$0.00	\$28,500.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5	Supplies	\$1,900.00	\$0.00	\$1,900.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$1,800.00	\$0.00	\$1,800.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings <sup>2</sup>	\$3,900.00	\$0.00	\$3,900.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost (11.30% of Salaries and Benefits/rounded up)	\$13,900.00	\$0.00	\$13,900.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	\$144,200.00	\$0.00	\$144,200.00

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: <https://www.tn.gov/assets/entities/finance/attachments/policy3.pdf>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**ATTACHMENT 1 (continued)**  
**GRANT BUDGET LINE-ITEM DETAIL**  
**(BUDGET PAGE 3)**

<b>SALARIES</b>		<b>AMOUNT</b>
David Kerkoff, Public Health Representative	\$ 3,533.00 x 12 x 100%	\$42,396.00
Lisa Schmidline, Health Services Clerk	\$ 2,965.00 x 12 x 50%	\$17,790.00
Patience Nzie, Public Health Representative	\$ 2,837.00 x 12 x 100%	\$34,044.00
<b>TOTAL ROUNDED</b>		<b>\$94,200.00</b>

<b>TRAVEL / CONFERENCES &amp; MEETINGS</b>		<b>AMOUNT</b>
Routine Travel		\$3,900.00
<b>TOTAL</b>		<b>\$3,900.00</b>

**ATTACHMENT 1 (continued)**

**GRANT BUDGET**

(BUDGET PAGE 4)

<b>THE GOVERNMENT OF KNOX COUNTY DBA KNOX COUNTY HEALTH DEPARTMENT - STATE STD</b>				
<b>APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning JANUARY 1, 2017, and ending DECEMBER 31, 2017.</b>				
<b>POLICY 03 Object Line-item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)</b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
1	Salaries <sup>2</sup>	\$22,500.00	\$0.00	\$22,500.00
2	Benefits & Taxes	\$6,700.00	\$0.00	\$6,700.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5	Supplies	\$500.00	\$0.00	\$500.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$1,000.00	\$0.00	\$1,000.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings <sup>2</sup>	\$1,000.00	\$0.00	\$1,000.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost (11.3 % of Salaries and Benefits)	\$3,300.00	\$0.00	\$3,300.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	\$35,000.00	\$0.00	\$35,000.00

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: <https://www.tn.gov/assets/entities/finance/attachments/policy3.pdf>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.



**ATTACHMENT 1 (continued)**

**GRANT BUDGET**

(BUDGET PAGE 6)

<b>THE GOVERNMENT OF KNOX COUNTY DBA KNOX COUNTY HEALTH DEPARTMENT - HIV PREVENTION</b>				
<b>APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning JANUARY 1, 2017, and ending DECEMBER 31, 2017.</b>				
<b>POLICY 03 Object Line-item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)</b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
1	Salaries <sup>2</sup>	\$101,600.00	\$0.00	\$101,600.00
2	Benefits & Taxes	\$32,500.00	\$0.00	\$32,500.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5	Supplies	\$3,200.00	\$0.00	\$3,200.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings <sup>2</sup>	\$4,200.00	\$0.00	\$4,200.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost (11.3% of Salaries and Benefits/rounded up)	\$15,200.00	\$0.00	\$15,200.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	\$156,700.00	\$0.00	\$156,700.00

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: <https://www.tn.gov/assets/entities/finance/attachments/policy3.pdf>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**ATTACHMENT 1 (continued)**  
**GRANT BUDGET LINE-ITEM DETAIL**  
(BUDGET PAGE 7)

<b>SALARIES</b>					<b>AMOUNT</b>
Ellis Bansode, Public Health Educator	\$ 3,005.00	x	12	x 85%	\$30,651.00
Eamest Austin, Public Health Representative	\$ 3,005.00	x	12	x 85%	\$30,651.00
Lisa Schmidlin, Health Services Clerk	\$ 2,965.00	x	12	x 50%	\$17,790.00
Libby Spoon, PH Nurse	\$ 3,756.00	x	12	x 50%	\$22,536.00
<b>TOTAL ROUNDED</b>					<b>\$101,600.00</b>

<b>TRAVEL / CONFERENCES &amp; MEETINGS</b>	<b>AMOUNT</b>
Routine Travel	\$4,200.00
<b>TOTAL</b>	<b>\$4,200.00</b>

**ATTACHMENT 1 (continued)**

**GRANT BUDGET**

(BUDGET PAGE 8)

<b>THE GOVERNMENT OF KNOX COUNTY DBA KNOX COUNTY HEALTH DEPARTMENT - STD HEP C</b>				
<b>APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning JANUARY 1, 2017, and ending DECEMBER 31, 2017.</b>				
<b>POLICY 03 Object Line-item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)</b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
1	Salaries <sup>2</sup>	\$44,600.00	\$0.00	\$44,600.00
2	Benefits & Taxes	\$12,000.00	\$0.00	\$12,000.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$17,600.00	\$0.00	\$17,600.00
5	Supplies	\$1,800.00	\$0.00	\$1,800.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings <sup>2</sup>	\$2,600.00	\$0.00	\$2,600.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost (11.30% of Salaries and Benefits/rounded up)	\$6,400.00	\$0.00	\$6,400.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$85,000.00</b>	<b>\$0.00</b>	<b>\$85,000.00</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: <https://www.tn.gov/assets/entities/finance/attachments/policy3.pdf>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**ATTACHMENT 1 (continued)**  
**GRANT BUDGET LINE-ITEM DETAIL**  
**(BUDGET PAGE 9)**

<b>SALARIES</b>	<b>AMOUNT</b>
Vacant, PH Nurse <span style="float: right;">\$ 3,718.33 x 12 x 100%</span>	\$44,619.96
<b>TOTAL ROUNDED</b>	<b>\$44,600.00</b>

<b>PROFESSIONAL FEES / GRANT &amp; AWARD</b>	<b>AMOUNT</b>
Data Entry for State Testing	\$17,600.00
<b>TOTAL ROUNDED</b>	<b>\$17,600.00</b>

<b>TRAVEL / CONFERENCES &amp; MEETINGS</b>	<b>AMOUNT</b>
Routine Travel	\$600.00
In State Training	\$2,000.00
<b>TOTAL ROUNDED</b>	<b>\$2,600.00</b>

STATE OF TENNESSEE  
INVOICE FOR REIMBURSEMENT

**For ACCOUNTS MANAGEMENT OFFICE USE ONLY**

<b>PO#</b>	<b>LINE#</b>	<b>RECEIPT #</b>	<b>TDOH AGENCY INVOICE #</b>
<b>EDISON CONTRACT #</b>			<b>VOUCHER #</b>
<b>EDISON VENDOR #</b>	<b>EDISON ADDRESS LINE #</b>		

NAME AND REMITTANCE ADDRESS OF CONTRACTOR/GRANTEE	INVOICE NUMBER
	INVOICE DATE
	INVOICE PERIOD
	FROM <span style="float: right;">TO</span>
Edison Vendor #	CONTRACT PERIOD
CONTRACTING STATE AGENCY <span style="float: right;">Tennessee Department of Health</span>	FROM <span style="float: right;">TO</span>
PROGRAM AREA	CONTACT PERSON/TELEPHONE NO.
OCR CONTRACT NUMBER	

BUDGET LINE ITEMS	(A) TOTAL CONTRACT BUDGET	(B) AMOUNT BILLED YTD (MO./DAY/YR.)	(C) MONTHLY EXPENDITURES DUE	<b>FOR CENTRAL OFFICE USE ONLY</b>
Salaries				SPEEDCHART NUMBER:
Benefits				USERCODE:
Professional Fee/Grant & Award				PROJECT ID:
Supplies				AMOUNT:
Telephone				
Postage & Shipping				
Occupancy				SPEEDCHART NUMBER:
Equipment Rental & Maintenance				USERCODE:
Printing & Publications				PROJECT ID:
Travel/Conferences & Meetings				AMOUNT:
Interest				
Insurance				SPEEDCHART NUMBER:
Specific Assistance to Individuals				USERCODE:
Depreciation				PROJECT ID:
Other Non Personnel				AMOUNT:
Capital Purchase				
Indirect Cost				
<b>TOTAL</b>				

I certify to the best of my knowledge and belief that the data above are correct, that all expenditures were made in accordance with the contract conditions, and that payment is due and has not been previously requested.

Please check one of the following boxes

These services are for  medical services

non-medical services

RECOMMENDED FOR PAYMENT

CONTRACTOR'S/GRANTEE'S AUTHORIZED SIGNATURE

PROGRAM APPROVAL AUTHORIZED SIGNATURE

CONTRACTING STATE AGENCY'S AUTHORIZED CERTIFICATION  
**FOR FISCAL USE ONLY**

\_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTACHMENT:**

## Instructions & Hints

### Do not send a worksheet that is linked to another file

Line by line instructions are on the "line by line info" tab

Retain this file in blank form

Use "File Save As" to save information for a specific contract or reporting period

**File Names: Please use the following format when naming files.**

**name of agency REPORTING PERIOD END.xls**

**do not abbreviate the agency name**

example: davidson county health MARCH 02.xls

Reporting period - the start and end dates of the quarter being reported

Reporting periods are based on the Agency's fiscal year

Grant period - the start and end dates of the contract being reported

Send a report for every quarter even if there is no activity for that quarter

Abbreviations - do not abbreviate the Agency name

Number pages using the "page \_\_\_\_ of \_\_\_\_ pages" format

### THE WORKSHEET IS NOT PROTECTED

**do not overwrite formulas (identified by yellow shading and "0" ) or change formats**

**do not overwrite/edit shaded areas (move to the cell beyond the shading for input)**

**do not add (insert) lines do not change shaded areas**

Expense and Revenue pages can show information for 2 contracts

Use separate Schedules A & B to report contracts for each granting State agency

Use additional expense and revenue pages for more than 2 contracts

copy all lines & fields to the first blank line below the last line in column A

with the cursor at the start of the added page, use "insert" "page break" for print purposes

reset print range to cover the added page(s) and correct the page numbers

Contract Number is the State Contract Number, NOT the agency program number

Report by program within the State Contract Number within State Department

Summarize programs into totals by State Contract Number and State Department totals

Do not combine State Contract Numbers

One Funding Information Summary and one Schedule C are required from each contractor submitting reports

Review Section C in all contracts for reporting requirements

### ALLOCATION OF ADMINISTRATIVE COSTS

Requires completion of all attached sheets

**NOTE** If files are not properly named and print ranges not set, the report will be returned for correction

Do not send invoices with expense reports

**If refund due, mail reports with check or send note with e-mail that check in the mail**

e-mail completed files to: [janice.e.moore@tn.gov](mailto:janice.e.moore@tn.gov)

e-mail filing replaces mailing forms

Janice Moore

Telephone: 615-532-7767

Tennessee Department of Health

FAX 615-741-9533

Fiscal Services

6th Floor - Andrew Johnson Tower

710 James Robertson Parkway

Nashville, TN 37243

**PROGRAM EXPENSE REPORT (Excerpted from Policy 3 statement)**  
**SCHEDULE A**  
**EXPENSE BY OBJECT LINE-ITEMS**

There are seventeen specific object expense categories; two subtotals (Line 3, Total Personnel Expenses, and Line 19, Total Non-personnel Expenses); and Reimbursable Capital Purchases (Line 20), above Line 21, Total Direct Program Expenses. All expenses should be included in one or more of the specific categories, or in an additional expense category entered under Line 18, Other Non-personnel Expenses. The contracting state agency may determine these requirements.

With the exception of depreciation, everything reported in Lines 1 through 21 must represent an actual cash disbursement or accrual as defined in the Basis For Reporting Expenses/Expenditures section on page 13.

**THE YEAR-TO-DATE EXPENSES MUST BE TRACABLE TO THE REPORTING AGENCY'S GENERAL LEDGER**

**Line 1 Salaries And Wages**

On this line, enter compensation, fees, salaries, and wages paid to officers, directors, trustees, and employees. An attached schedule may be required showing client wages or other included in the aggregations.

**Line 2 Employee Benefits & Payroll Taxes**

Enter (a) the organization's contributions to pension plans and to employee benefit programs such as health, life, and disability insurance; and (b) the organization's portion of payroll taxes such as social security and medicare taxes and unemployment and workers' compensation insurance. An attached schedule may be required showing client benefits and taxes or other included in the aggregations.

**Line 3 Total Personnel Expenses**

Add lines 1 and 2.

**Line 4 Professional Fees**

Enter the organization's fees to outside professionals, consultants, and personal-service contractors. Include legal, accounting, and auditing fees. An attached schedule may be required showing the details in the aggregation of professional fees.

**Line 5 Supplies**

Enter the organization's expenses for office supplies, housekeeping supplies, food and beverages, and other supplies. An attached schedule may be required showing food expenses or other details included in the aggregations.

**Line 6 Telephone**

Enter the organization's expenses for telephone, cellular phones, beepers, telegram, FAX, E-mail, telephone equipment maintenance, and other related expenses.

**Line 7 Postage And Shipping**

Enter the organization's expenses for postage, messenger services, overnight delivery, outside mailing service fees, freight and trucking, and maintenance of delivery and shipping vehicles. Include vehicle insurance here or on line 14.

**Line 8 Occupancy**

Enter the organization's expenses for use of office space and other facilities, heat, light, power, other utilities, outside janitorial services, mortgage interest, real estate taxes, and similar expenses. Include property insurance here or on line 14.

**Line 9 Equipment Rental And Maintenance**

Enter the organization's expenses for renting and maintaining computers, copiers, postage meters, other office equipment, and other equipment, except for telephone, truck, and automobile expenses, reportable on lines 6, 7, and 11, respectively.

**Line 10 Printing And Publications**

Enter the organization's expenses for producing printed materials, purchasing books and publications, and buying subscriptions to publications.

**Line 11 Travel**

Enter the organization's expenses for travel, including transportation, meals and lodging, and per diem payments. Include gas and oil, repairs, licenses and permits, and leasing costs for company vehicles. Include travel expenses for meetings and conferences. Include vehicle insurance here or on line 14.

**Line 12 Conferences And Meetings**

Enter the organization's expenses for conducting or attending meetings, conferences, and conventions. Include rental of facilities, speakers' fees and expenses, printed materials, and registration fees (but not travel).

**Line 13 Interest**

Enter the organization's interest expense for loans and capital leases on equipment, trucks and automobiles, and other notes and loans. Do not include mortgage interest reportable on line 8.

**Line 14 Insurance**

Enter the organization's expenses for liability insurance, fidelity bonds, and other insurance. Do not include employee-related insurance reportable on line 2. Do not include property and vehicle insurance if reported on lines 7, 8, or 11.

**Line 15 Grants And Awards**

Enter the organization's awards, grants, subsidies, and other pass-through expenditures to individuals and to other organizations. Include allocations to affiliated organizations. Include in-kind grants to individuals and organizations. Include scholarships, tuition payments, travel allowances, and equipment allowances to clients and individual beneficiaries. Pass-through funds are not included when computing administrative expenses reported on Line 22.

**Line 16 Specific Assistance to Individuals**

Enter the organization's direct payment of expenses of clients, patients, and individual beneficiaries. Include such expenses as medicines, medical and dental fees, children's board, food and homemaker services, clothing, transportation, insurance coverage, and wage supplements.

**Line 17 Depreciation**

Enter the expenses the organization records for depreciation of equipment, buildings, leasehold improvements, and other depreciable fixed assets.

**Line 18 Other Non-personnel Expenses**

NOTE: Expenses reportable on lines 1 through 17 should not be reported in an additional expense category on line 18. A description should be attached for each additional category entered on line 18. The contracting state agency may determine these requirements.

Enter the organization's allowable expenses for advertising (1), bad debts (2), contingency provisions (7), fines and penalties (14), independent research and development (reserved) (17), organization (27), page charges in professional journals (29), rearrangement and alteration (39), recruiting (41), and taxes (47). Include the organization's and employees' membership dues in associations and professional societies (26). Include other fees for the organization's licenses, permits, registrations, etc.

**Line 19 Total Non-personnel Expenses**

Add lines 4 through 18.

**Line 20 Reimbursable Capital Purchases**

Enter the organization's purchases of fixed assets. Include land, equipment, buildings, leasehold improvements, and other fixed assets. An attached schedule may be required showing the details for each such purchase.

**Line 21 Total Direct Program Expenses**

Add lines 3, 19, and 20.

Includes direct and allocated direct program expenses.

**Line 22 Administrative Expenses**

The distribution will be made in accordance with an allocation plan approved by your cognizant state agency.

**Line 23 Total Direct And Administrative Expenses**

Line 23 is the total of Line 21, Total Direct Program Expenses, and Line 22, Administrative Expenses. Line 23, Total Direct and Administrative Expenses Year-to-Date should agree with the Total of Column B, Year-to-Date Actual Expenditures of the *Invoice for Reimbursement*.

**Line 24 In-Kind Expenses**

In-kind Expenses (Line 24) is for reporting the value of contributed resources applied to the program. Approval and reporting guidelines for in-kind contributions will be specified by those contracting state agencies who allow their use toward earning grant funds.

Carry forward to Schedule B, Line 38.

**Line 25 Total Expenses**

The sum of Line 23, Total Direct and Administrative Expenses, and Line 24, In-kind Expenses, goes on this line.

**PROGRAM REVENUE REPORT (PRR)****SCHEDULE B****SOURCES OF REVENUE**

The revenue page is intended to be an extension of the total expenses page, in that the columns should match up by contract/attachment number and program title. There are ten revenue sources (Schedule B, Part 1) and three subtotals (Lines 33, 41, and 43). Additional supplemental schedules for one or more of the line items may be attached, if needed. Each revenue column should be aligned with its corresponding expense column from Schedule A.

**Reimbursable Program Funds****Line 31 Reimbursable Federal Program Funds**

Enter the portion of Total Direct & Administrative Expenses reported on Line 23, Schedule A, that is reimbursable from federal program funds. The state funding agency may require an attached detail listing and reconciliation schedule.

**Line 32 Reimbursable State Program Funds**

Enter the portion of Total Direct & Administrative Expenses reported on Line 23, Schedule A, that is reimbursable from state program funds. The state funding agency may require an attached detail listing and reconciliation schedule.

**Line 33 Total Reimbursable Program Funds (Equals Schedule B, Line 55)**

Add lines 31 and 32.

**Matching Revenue Funds****Line 34 Other Federal Funds**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other federal funds. The state funding agency may require an attached detail listing and reconciliation schedule.

**Line 35 Other State Funds**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other state funds. The state funding agency may require an attached detail listing and reconciliation schedule.

**Line 36 Other Government Funds**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other government funds. The state funding agency may have an attached detail listing and reconciliation schedule.

**Line 37 Cash Contributions (Non-government)**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from such sources of cash contributions as corporations, foundations, trusts, individuals, United Ways, other not-for-profit organizations, and from affiliated organizations. The state funding agency may require an attached detail listing and reconciliation schedule.

**Line 38 In-Kind Contributions (Equals Schedule A, Line 24)**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from direct and administrative in-kind contributions. The state funding agency may require an attached detail listing and reconciliation schedule.

Approval and guidelines for valuation and reporting of in-kind contributions will be specified by those grantor agencies who allow their use toward earning grant funds.

**Line 39 Program Income**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from program income related to the program funded by the state agency. The state funding agency may require an attached detail listing.

**Line 40 Other Matching Revenue**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other revenues not included in lines 34 through 39. The state funding agency may require an attached detail listing.

**Line 41 Total Matching Revenue Funds**

Add lines 34 through 40

**Line 42 Other Program Funds**

Enter program income related to the program funded by the state agency but not reported as matching revenue funds on Line 54.

**Line 43 Total Revenue**

Add lines 33, 41, and 42

**RECONCILIATION BETWEEN TOTAL EXPENSES  
AND REIMBURSABLE EXPENSES  
SCHEDULE B - (Lines 51 to 59)**

This section, at the bottom of Schedule B, is for subtracting non-reimbursable amounts included in Total Expenses (Line 25, Schedule A and Line 51, Schedule B).

The first line of this section, Line 51, Total Expenses, is brought forward from the last line of the corresponding Schedule A Total Expense Page.

There are three categories of adjustments for which titled lines are provided:

**Line 52 OTHER UNALLOWABLE EXPENSES:**

Some program expenses may not be reimbursable under certain grants. This is a matter between the contracting parties, and will vary according to the state agency involved and the type of grant or contract. Consult your contract or the department that funds the program for guidelines.

**Line 53 EXCESS ADMINISTRATION:**

This adjustment line may be used to deduct allocated Administration and General expenses in excess of an allowable percentage specified in the grant contract. It may also be used to deduct an adjustment resulting from limitations on certain components of Administration and General expenses. Again, the specific guidelines of the department and grant involved are the controlling factor.

**Line 54 MATCHING EXPENSES (Equals Schedule B, Line 41)**

Since the goal is to arrive at a reimbursable amount, the expenses paid out of other sources of funding, local support and program user fees for example, will have to be deducted. The amount left should be only that which is to be paid for by the contracting state agency.

**Line 55 REIMBURSABLE EXPENSES (Line 51 less Lines 52, 53, and 54)  
(Equals Schedule B, Line 33)**

This is the amount that the contracting state agency will pay for the quarter's operations of the program. The cumulative column is what the grant actually paid to date.

**Line 56 TOTAL REIMBURSEMENT-TO-DATE**

In the quarter-to-date column, this is the total received for this quarter from filing of the Invoice For Reimbursement. The cumulative column's amount is the total received for the grant year-to-date.

**Line 57 DIFFERENCE (Line 55 less Line 56)**

This is the portion of Reimbursable Expenses not yet paid.

**Line 58 ADVANCES**

Any advance payments for a grant should appear on this line.

**Line 59 THIS REIMBURSEMENT (Line 57 less Line 58)**

The remainder should be the amount due under the grant contract. Actual payments are made through the invoicing process and not through the filing of this report.

## **POLICY 3 REPORTING REQUIREMENTS - SUMMARY**

Policy 3 requires reporting the entire operation of the Grantee agency. This could include numerous programs and contracts. Policy 3 requirements are outlined in each contract and are available on line at: <http://tn.gov/assets/entities/finance/attachments/policy3.pdf>

The "Contractor/Grantee" is the agency receiving the state grant.

The "Contracting State Agency" is the state agency that gives the grant.

Reports are normally due 30 days after the close of the Grantee's accounting quarter and year, which may/may not coincide with the State accounting quarter and year end. Exact requirements are in the contract.

Policy 3 reporting requires one report from each contracting agency consisting of Schedules A, B, and C and a Funding Information Summary. Schedules A and B detail each program added to a contract total. Schedules A and B are designed to show 2 programs per page and there would be only one Schedule C per grantee. On Schedules A and B, programs that are not state funded can be rolled into a single program category. The lines on Schedule A for year-to-date information add across all programs/contracts to the corresponding line on the Schedule C - Grant contracts in the first column and non-grant operations in the second column.

The third column of the Schedule C shows Administrative Expenses incurred by the Grantee. Administrative expenses are generally those that benefit programs but are not directly associated with the program/contract. These could include the Executive Director, office operation, accounting staff, and other similar expenses. This column will also show the allocation of Administrative Expenses to the various programs/contracts, if this is done by the Grantee. If allocated, a negative on line 22 is equal to the Administrative Expense allocated to the grant and non-grant programs/contracts. Administrative Expenses may include some items that are not subject to allocation so the amount allocated may/may not equal the total Administrative Expense reported. Allocation of Administrative Expenses requires an approved allocation plan.

The fourth column of the Schedule C shows the total operation of the reporting grantee for the year-to-date. The Policy 3 report should, in total, match the total operation of the Grantee.

The funding Information Summary shows the method of allocating Administrative Expenses. If there is no approved allocation plan and the grantee does not allocate Administrative Expenses, then there is no entry on Schedule C, line 22 and no allocation to the programs/contracts. This form must be submitted with every report.

**Tennessee Department of Health  
Funding Information Summary**

AGENCY NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_

REPORTING PERIOD: (MM/DD/YY) FROM: \_\_\_\_\_ THRU: \_\_\_\_\_

AGENCY FISCAL YEAR END (MM/DD) \_\_\_\_\_

COST ALLOCATION: DOES YOUR ORGANIZATION HAVE AN APPROVED COST ALLOCATION PLAN?  
YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, Name of organization that approved the Plan: \_\_\_\_\_

IF COST ALLOCATION IS APPLIED, INDICATE THE METHOD OF ALLOCATION:

Ratio of direct program salaries to total direct salaries applied to administrative cost. \_\_\_\_\_

Ratio of direct program expenditure to total direct expenditures applied to administrative cost. \_\_\_\_\_

Cost step down. \_\_\_\_\_

Other (describe) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Is your organization: \_\_\_\_\_ A private not-for-profit organization?  
\_\_\_\_\_ A state college or university, or part of a city government?

DIRECTOR \_\_\_\_\_ PHONE # \_\_\_\_\_

PREPARER OF REPORT \_\_\_\_\_ PHONE # \_\_\_\_\_

DATE COMPLETED \_\_\_\_\_

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

Program #  
 Contract Number  
 Grant Period  
 Program Name  
 Service Name

Schedule A

Item #	EXPENSE BY OBJECT:	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses (add lines 1 and 2)				
4	Professional Fees				
5	Supplies				
6	Telephone				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses (detail)				
a					
b					
c					
d					
19	Total Non-personnel Expenses (add lines 4 - 18)				
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES				
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES				
24	In-Kind Expenses				
25	TOTAL EXPENSES				

Schedule B, Part 1

STATE OF TENNESSEE

PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

Program #  
 Contract Number  
 Grant Period  
 Program Name  
 Service Name

Schedule B

Item #	SOURCES OF REVENUE	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
	Reimbursable Program Funds				
31	Reimbursable Federal Program Funds				
32	Reimbursable State Program Funds				
33	Total Reimbursable Program Funds (equals line 55)				
	Matching Revenue Funds				
34	Other Federal Funds				
35	Other State Funds				
36	Other Government Funds				
37	Cash Contributions (non-government)				
38	In-Kind Contributions (equals line 24)				
39	Program Income				
40	Other Matching Revenue				
41	Total Matching Revenue Funds (lines 34 - 40)				
42	Other Program Funds				
43	Total Revenue (lines 33, 41, & 42)				
	Reconciliation Between Total and Reimbursable Expenses				
51	Total Expenses (line 25)				
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)				
55	Reimbursable Expenses (line 51 less lines 52,53,54)				
56	Total Reimbursement To Date				
57	Difference (line 55 less line 56)				
58	Advances				
59	This reimbursement (line 57 less line 58)				

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

		TOTAL DIRECT PROGRAM EXPENSES	TOTAL NONGRANT/ UNALLOWABLE EXPENSES	TOTAL ADMINISTRATIVE EXPENSES	GRAND TOTAL
Schedule A Year-To-Date Information		YEAR TO DATE	YEAR TO DATE	YEAR TO DATE	YEAR TO DATE
Item #	EXPENSE BY OBJECT:				
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses				
4	Professional Fees				
5	Supplies				
6	Telephone				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses (detail)				
a	_____				
b	_____				
c	_____				
d	_____				
19	Total Non-personnel Expenses				
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES				
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES				
24	In-Kind Expenses				
25	TOTAL EXPENSES				

Annual (Final) Report\*

1. Grantee Name:
2. Grant Contract Edison Number:
3. Grant Term:
4. Grant Amount:
5. **Narrative Performance Details:** *(Description of program goals, outcomes, successes and setbacks, benchmarks or indicators used to determine progress, any activities that were not completed)*

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Submit one copy to:

Shanell McGoy, Ph.D, Director of HIV/STD Programs, TN Department of Health;

John D. Dreyzehner, MD, MPH, FCOEM, Commissioner, TN Department of Health; and

[fa.audit@tn.gov](mailto:fa.audit@tn.gov), TN Department of Finance and Administration

**Parent Child Information**

***The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.***

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number:

Is **Grantee Legal Entity Name** a parent?    Yes             No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is **Grantee Legal Entity Name** a child?    Yes             No

If yes, complete the fields below.

Parent entity's name: \_\_\_\_\_

Parent entity's tax identification number: \_\_\_\_\_

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager  
3<sup>rd</sup> Floor, WRS Tennessee Tower  
312 Rosa L Parks Avenue  
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Parent entity's Edison Vendor ID number, if applicable: \_\_\_\_\_

**Federal Award Identification Worksheet \***

Subrecipient's name (must match registered name in DUNS)	The Government of Knox County dba Knox County Health Department
Subrecipient's DUNS number	074893033
Federal Award Identification Number (FAIN)	
Federal award date	
CFDA number and name	93.940
Grant contract's begin date	January 1, 2017
Grant contract's end date	December 31, 2017
Amount of federal funds obligated by this grant contract	\$156,700
Total amount of federal funds obligated to the subrecipient	N/A
Total amount of the federal award to the pass-through entity (Grantor State Agency)	
Name of federal awarding agency	Centers for Disease Control and Prevention (CDC)
Name and contact information for the federal awarding official	Jon Messick 770 488-2897 <a href="mailto:Yfa4@cdc.gov">Yfa4@cdc.gov</a>
Is the federal award for research and development?	NO
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	11.3% of Salary & Benefits

**\* Information listed in the Federal Award Identification Worksheet is subject to change periodically during the Grant Contract Term. The State shall provide updated information to the Grantee as changes occur.**

**Federal Award Identification Worksheet \***

Subrecipient's name (must match registered name in DUNS)	The Government of Knox County dba Knox County Health Department
Subrecipient's DUNS number	074893033
Federal Award Identification Number (FAIN)	
Federal award date	
CFDA number and name	93.977
Grant contract's begin date	January 1, 2017
Grant contract's end date	December 31, 2017
Amount of federal funds obligated by this grant contract	\$144,200
Total amount of federal funds obligated to the subrecipient	N/A
Total amount of the federal award to the pass-through entity (Grantor State Agency)	
Name of federal awarding agency	Centers for Disease Control and Prevention (CDC)
Name and contact information for the federal awarding official	Arthur Lusby <a href="mailto:alusby@cdc.gov">alusby@cdc.gov</a> 770-4888-2865
Is the federal award for research and development?	NO
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	11.3% of Salary & Benefits

**\* Information listed in the Federal Award Identification Worksheet is subject to change periodically during the Grant Contract Term. The State shall provide updated information to the Grantee as changes occur.**

**AGENDA COMMITTEE MEETING**

**31.**

**Meeting Date:** 10/05/2016  
**Requested By:** Kathy Cate, LAW  
DEPARTMENT  
**Department:** FINANCE DEPARTMENT  
**Requires Expenditure of Funds:** NO **Funded in Current Budget:** YES  
**Appropriation Required:** NO

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Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving Amendment 1 to the Governmental Revenue Contract with the State of Tennessee, Department of Mental Health and Substance Abuse Services for the purpose of establishing rates for payment by Knox County to the State for mental health evaluation and treatment services court ordered for criminal defendants charged only with misdemeanors, which amendment extends the term of the contract by one (1) year through June 30, 2017.  
*(Finance)*

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Attachments

Contract Amendment



STATE OF TENNESSEE  
DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES  
DIVISION OF PLANNING, RESEARCH, & FORENSICS

5th FLOOR, ANDREW JACKSON BUILDING  
500, DEADERICK STREET  
NASHVILLE, TENNESSEE 37243

BILL HASLAM  
GOVERNOR

E. DOUGLAS VARNEY  
COMMISSIONER

April 14, 2016

Honorable Tim Burchett, County Mayor  
Knox County  
400 Main Street, Room 615  
Knoxville, TN 37902

Re: Amendment One to Contract July 1, 2015-June 30, 2017 -- Payment for Mental Health Evaluation and Treatment Services for Criminal Defendants Charged With Misdemeanors Only

Dear Mayor Burchett:

Enclosed is "Amendment One" to the executed "Contract between the State of Tennessee, Department of Mental Health and Substance Abuse Services and Knox County, Tennessee" in reference to the billing and payment for mental health evaluation and treatment services for defendants charged only with misdemeanors. This Amendment extends the term of the contract to June 30, 2017.

Please sign and return the Amendment as soon as possible. You may contact me at (615) 532-6747 if you have any questions or wish to discuss this matter further.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Feix".

Jeff Feix, Ph.D.  
Director, Forensic and Juvenile Court Services

JF:nt  
Enclosure



Department of  
**Mental Health &  
Substance Abuse Services**

This is a Governmental Revenue Contract under a Delegated Authority (DA). Governmental Revenue Contracts are fully executed when signed by both parties. Governmental Revenue Contracts do not get Edison ID numbers, but each is assigned a number that uses the DA number followed by the time period and a sequential number based on the total number of Governmental Revenue Contracts under the DA.



## REVENUE CONTRACT AMENDMENT COVER SHEET

Agency Tracking #	Edison ID	Contract # DA 45423_2015- 2017_036	Amendment # 1		
Procuring Party Legal Entity Name Knox, Tennessee			Edison Vendor ID		
Amendment Purpose & Effect(s) The purpose of this Amendment 1 is to extend the term of Knox County's Revenue Contract for Evaluation and Treatment Under Tenn. Code Ann. Title 33, Chapter 7, Part 3 (Adults Charged Only With Misdemeanor Crimes) for another state fiscal year.					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: June 30, 2017			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2016					\$0.00
2017					\$0.00
TOTAL:					
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			CPO USE		
Speed Chart (optional)		Account Code (optional)			



**AMENDMENT 1  
OF CONTRACT DA 45423\_2015-2017\_036**

This Amendment is made and entered by and between the State of Tennessee, Tennessee Department of Mental Health and Substance Abuse Services, hereinafter referred to as the "State" and Knox County, Tennessee, hereinafter referred to as the "Procuring Party." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract section B.1. is deleted in its entirety and replaced with the following:
  - B.1. This Contract shall be effective on July 1, 2015 ("Effective Date") and extend for a period of twenty-four (24) months after the Effective Date, thereby ending on June 30, 2017 ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.
  
2. Contract section C.1. is deleted in its entirety and replaced with the following:
  - C.1. Rates and Increments. The Procuring Party shall reimburse the State at the rates and increments listed below for a defendant charged only with misdemeanor crimes pursuant to the T.C.A. section listed below:

T.C.A. Section	Type of Service	Amount
§ 33-7-301(a)	Outpatient Competency to Stand Trial Evaluation	\$400.00 per service recipient
§ 33-7-301(a)	Outpatient Mental Condition at the Time of the Alleged Crime Evaluation	\$400.00 per service recipient
§ 33-7-301(a)	Both Outpatient Competency to Stand Trial and Mental Condition at the Time of the Alleged Crime Evaluations	\$800.00 per service recipient
§ 33-7-301(a)	Additional Mental Health Assessments in order to complete an outpatient evaluation under this part (must be authorized by State)	\$100.00 per assessment
§ 33-7-301(a)	Physician Services utilized to complete an outpatient evaluation under this part (must be authorized by State)	\$100.00 per service
§ 33-7-301(a)	Outpatient Competency to Stand Trial and/or Mental Condition at the Time of the Alleged Crime Evaluation for defendant housed in a Tennessee Department of Correction (TDOC) facility located in a county served by the mental health center	\$900.00 per service recipient
§ 33-7-301(a)(4)	Outpatient Post-Conviction Competency to Proceed Evaluation (Must be authorized by State)	\$400.00 per service recipient
§ 33-7-301(a)(4)	Outpatient Post-Conviction Mental Condition Evaluation	\$400.00 per service recipient
§ 33-7-301(a)(4)	Outpatient Post-Conviction Intellectual Disability Evaluation	\$400.00 per service recipient
§ 33-7-301(a)	Inpatient Evaluation and Treatment at a	\$450.00 per service



Department of  
Mental Health &  
Substance Abuse Services

This is a Governmental Revenue Contract under a Delegated Authority (DA). Governmental Revenue Contracts are fully executed when signed by both parties. Governmental Revenue Contracts do not get Edison ID numbers, but each is assigned a number that uses the DA number followed by the time period and a sequential number based on the total number of Governmental Revenue Contracts under the DA.

	Regional Mental Health Institute (RMHI)	recipient per day
§ 33-7-301(b)	Inpatient Evaluation and Treatment at an RMHI	\$450.00 per service recipient per day
§ 33-7-303(a)	Outpatient Committability of Insanity Acquittee Evaluation in accordance with Commitment Criteria of T.C.A. Title 33, Chapter 6, Part 5	\$600.00 per service recipient
§ 33-7-303(a)	Completion of Outpatient Treatment Plan for Insanity Acquittee Considered Not Committable [with or without Mandatory Outpatient Treatment (MOT) under T.C.A. § 33-7-303(b)]	\$300.00 per service recipient
§ 33-7-303(c)	Inpatient Evaluation and Treatment at an RMHI	\$450.00 per service recipient per day

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective July 1, 2016. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

*Annual funding for this contract is contingent upon appropriation by Knox County Commission*  
IN WITNESS WHEREOF, \_\_\_\_\_

KNOX COUNTY, TENNESSEE:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES:

\_\_\_\_\_  
E. DOUGLAS VARNEY, COMMISSIONER

\_\_\_\_\_  
DATE

Contract No.: 16-450

APPROVED AS TO LEGAL FORM

*[Signature]*  
Knox County Law Director

8/24/16  
Date

**AGENDA COMMITTEE MEETING**

**32.**

**Meeting Date:** 10/05/2016  
**Requested By:** Kathy Cate, LAW  
DEPARTMENT  
**Department:** COUNTY MAYOR  
**Requires Expenditure of Funds:** NO **Funded in Current Budget:** NO  
**Appropriation Required:** NO

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Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving the Lease Agreement with East Tennessee Foundation, a non-profit corporation organized under the laws of the State of Tennessee, for the benefit of the Suffrage Coalition, for the placement of the Burn Memorial Statue and related improvements on the leased premises located near the northeast corner of Market Street and Clinch Avenue.

*(County Mayor)*

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**AGENDA COMMITTEE MEETING**

**33.**

**Meeting Date:** 10/05/2016  
**Requested By:** Ben Sharbel,  
PURCHASING  
**Department:** PURCHASING  
**Requires Expenditure of Funds:** NO **Funded in Current Budget:** NO  
**Appropriation Required:** NO

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Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving real estate sales contracts for delinquent tax surplus properties sold via online and live auction.

*(Purchasing)*

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Attachments

Auction Results

2016 Delinquent Tax Surplus Property Auction Results

	Parcel	Address	Zip	Name	Price	5% Buyers Premium	Total Price
1	068DJ-002	5713 Lutie Road	37912	Anderson	\$ 12,525.00	\$ 626.25	\$ 13,151.25
2	080KD-018	2111 Sandusky Road	37912	Hernandez	\$ 12,525.00	\$ 626.25	\$ 13,151.25
3	085GA-009	7550 Hunters Ridge Way	37914	Koopman	\$ 8,500.00	\$ 425.00	\$ 8,925.00
5	082FL-013	132 South Elmwood Street	37914	Grennor	\$ 1,000.00	\$ 50.00	\$ 1,050.00
6	082EE-037	3607 Skyline Drive	37914	Habiby	\$ 1,550.00	\$ 77.50	\$ 1,627.50
7	082CF-020	3221 Martin Luther King Jr. Avenue	37914	Whiteside	\$ 5,000.00	\$ 250.00	\$ 5,250.00
9	095GG-008	1925 Prospect Place	37915	Samples	\$ 1,350.00	\$ 67.50	\$ 1,417.50
10	095GG-009	1921 Prospect Place	37915	Samples	\$ 1,875.00	\$ 93.75	\$ 1,968.75
11	095GH-029	0 Goforth Avenue	37915	Hunley	\$ 350.00	\$ 17.50	\$ 367.50
12	070OD-033	2315 Chantilly Drive	37917	Breasseale	\$ 12,600.00	\$ 630.00	\$ 13,230.00
13	082JD-001	820 Spruce Street	37917	Brewer	\$ 2,500.00	\$ 125.00	\$ 2,625.00
14	082JB-034	2345 Dodson Avenue	37917	Habiby	\$ 1,000.00	\$ 50.00	\$ 1,050.00
16	107FF-022	900 Hollywood Road	37919	Sparks	\$ 5,625.00	\$ 281.25	\$ 5,906.25
18	107EE-020	802 Washburn Road	37919	Habibi	\$ 4,075.00	\$ 203.75	\$ 4,278.75
19	107EC-018	4121 Van Dyke Drive	37919	Knox Habitat	\$ 7,125.00	\$ 356.25	\$ 7,481.25
20	107EC-020	4131 Van Dyke Drive	37919	Knox Habitat	\$ 7,525.00	\$ 376.25	\$ 7,901.25
21	109FG-026	3424 South Haven Road	37920	Knox Habitat	\$ 4,025.00	\$ 201.25	\$ 4,226.25
22	095OA-026	912 Phillips Avenue	37920	Brewer	\$ 13,600.00	\$ 680.00	\$ 14,280.00
23	095OF-020	1132 Simpson Street	37920	Garner	\$ 1,250.00	\$ 62.50	\$ 1,312.50
24	095OH-018	1005 Edmonds Avenue	37920	Garner	\$ 475.00	\$ 23.75	\$ 498.75
25	095OJ-014	1118 Irene Avenue	37920	O'Brien	\$ 3,000.00	\$ 150.00	\$ 3,150.00
26	123PA-008	5300 Fontaine Road	37920	Pizappi	\$ 11,000.00	\$ 550.00	\$ 11,550.00
27	135CE-024	5433 Bland Lane	37920	Fitzgibbon	\$ 1,800.00	\$ 90.00	\$ 1,890.00
28	150-05701	9109 Pickens Gap Road	37920	Shipley	\$ 4,075.00	\$ 203.75	\$ 4,278.75
29	123HH-012	917 Spring Drive	37920	Karl	\$ 18,000.00	\$ 900.00	\$ 18,900.00
31	094CN-008	0 Baxter Avenue	37921	Brewer	\$ 1,025.00	\$ 51.25	\$ 1,076.25
32	132-056	0 South Peters Road	37922	Yorks	\$ 5,350.00	\$ 267.50	\$ 5,617.50
33	132-05602	825 Ebenezer Road	37922	Jones, Jr.	\$ 20,075.00	\$ 1,003.75	\$ 21,078.75
35	060LA-015	6704 Old Rutledge Pike	37924	Parrish	\$ 1,800.00	\$ 90.00	\$ 1,890.00
36	050LA-020	0 Presnell Road	37924	Reno	\$ 1,325.00	\$ 66.25	\$ 1,391.25

37	050LA-023	0 Presnell Road	37924	Reno	\$ 475.00	\$ 23.75	\$ 498.75
38	050LA-024	0 Presnell Road	37924	Reno	\$ 400.00	\$ 20.00	\$ 420.00
39	050LA-036	0 Presnell Road	37924	Reno	\$ 350.00	\$ 17.50	\$ 367.50
40	050LA-044	0 Presnell Road	37924	Glover	\$ 1,275.00	\$ 63.75	\$ 1,338.75
41	050LA-045	0 Presnell Road	37924	Glover	\$ 1,100.00	\$ 55.00	\$ 1,155.00
43	089-130	0 Solway Road	37931	Thomas	\$ 8,500.00	\$ 425.00	\$ 8,925.00
44	104-106	0 Schaeffer Road	37932	Sibley	\$ 1,075.00	\$ 53.75	\$ 1,128.75
45	104HB-061	0 Thompson Road	37932	Al-Mafrachi	\$ 800.00	\$ 40.00	\$ 840.00
46	028NE-020	7424 Oaken Drive	37938	Anderson	\$ 3,800.00	\$ 190.00	\$ 3,990.00
47	082JF-014	2540 Washington Avenue	37917	Habiby	\$ 2,175.00	\$ 108.75	\$ 2,283.75
48	108AK-024	3401 Vandeventer Avenue	37919	McAlister	\$ 45,300.00	\$ 2,265.00	\$ 47,565.00
49	090NA-04401	HIGHGATE CR	37931	Fedrick	\$ 700.00	\$ 35.00	\$ 735.00
50	134KA002	0 Chicadee Dr	37919	Brooks	\$ 3,025.00	\$ 151.25	\$ 3,176.25
52	028HD-022	4431 Platinum Dr	37938	Blackmon	\$ 800.00	\$ 40.00	\$ 840.00
59	069DB001	0 Old Broadway	37918	Moore	\$ 900.00	\$ 45.00	\$ 945.00
71	082IM-019	1611 Glenwood	37917	Schmoyer	\$ 4,125.00	\$ 206.25	\$ 4,331.25

**AGENDA COMMITTEE MEETING**

**34.**

**Meeting Date:** 10/05/2016  
**Requested By:** Ben Sharbel,  
PURCHASING  
**Department:** PURCHASING  
**Requires Expenditure of Funds:** NO **Funded in Current Budget:** NO  
**Appropriation Required:** NO

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Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving real estate sales contracts for surplus properties at 0 High Avenue and 2630 George Miller Avenue sold via online auction.  
*(Purchasing)*

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**AGENDA COMMITTEE MEETING**

**35.**

**Meeting Date:** 10/05/2016  
**Requested By:** Ben Sharbel,  
PURCHASING  
**Department:** PURCHASING  
**Requires Expenditure of Funds:** NO **Funded in Current Budget:** NO  
**Appropriation Required:** NO

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**Information**

**CAPTION**

Consideration of a Resolution of the Commission of Knox County, Tennessee approving the sale of delinquent tax surplus property by the City of Knoxville at 4704 Holston Drive, Parcel ID 0710A011, for less than taxes owed.  
*(Purchasing)*

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**AGENDA COMMITTEE MEETING**

**36.**

**Meeting Date:** 10/05/2016  
**Requested By:** Ben Sharbel,  
PURCHASING  
**Department:** PURCHASING  
**Requires Expenditure of Funds:** NO **Funded in Current Budget:** NO  
**Appropriation Required:** NO

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Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving an agreement of sale in the amount of \$2,000 with Jackie Seale for delinquent tax surplus property located at 1941 Hibiscus Way.  
*(Purchasing)*

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Attachments

SAles Contract - SEale  
Letter from Seale

AGREEMENT OF SALE

THIS CONTRACT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between KNOX COUNTY, TENNESSEE, Party of the First Part, and **Jackie Seale**, Party of the Second Part.

WITNESSETH

First Party wishes to sell and Second Party wishes to buy from First Party, subject to the conditions hereinafter set out; the following described lot located at 1941 Hibiscus Way known as Tax Map 099, parcel 015 Knox County, Tennessee.

NOW THEREFORE for the good and valuable consideration of \$1.00, the covenants herein described and other good and valuable consideration, the parties agree as follows:

Second Party shall pay to First Party the total sum of two thousand (\$2,000.00) dollars.

This Agreement shall be subject to the approval of the Knox County Commission. The sale is to be closed sixty (60) days from the date of Commission approval. First Party shall convey the Property to Second Party, by Quit Claim Deed at closing. The purchase price is to be fully paid in cash or by cashier's check at closing.

The sale shall be subject to the requirements of Tennessee Code Annotated 67-5-2507, including, but not limited to, publication of a notice of the sale and the right of anyone to increase the bid price by 10% or more within 10 days of the date of publication of said notice.

Any provisions or conditions not set out in this Agreement in order to be enforceable by the parties must be expressly set out in a written addendum hereto. The First Party and Second Party acknowledge that they have read and understand this Agreement and have received a copy hereof.

APPROVED AND ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

FIRST PARTY:

KNOX COUNTY, TENNESSEE

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_

BY: \_\_\_\_\_  
Tim Burchett  
KNOX COUNTY MAYOR

SECOND PARTY:

\_\_\_\_\_  
Jackie Seale

I Jackson Seal Own  
1950 Whibiscus Way and  
would like to make an offer  
of \$2000.00 for you  
Whibiscus Way.

IR #  
099-015

Thanks  
Dorothy Seal  
403-9451

Seal-jackie@yahoo.com

**AGENDA COMMITTEE MEETING**

**37.**

**Meeting Date:** 10/05/2016  
**Requested By:** Ben Sharbel,  
PURCHASING  
**Department:** PURCHASING  
**Requires Expenditure of Funds:** NO **Funded in Current Budget:** NO  
**Appropriation Required:** NO

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Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving an agreement of sale in the amount of \$500 with Ryan Estabrooks for delinquent tax surplus property located at 0 Forest Hills Boulevard.  
*(Purchasing)*

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Attachments

Letter from Estabrooks  
SAles contract Estabrooks

I, Ryan Estabrooks, own the property at 700 Forest Hills Boulevard, Knoxville TN 37919 that is next door to the property at 0 Forest Hills Blvd. (Parcel ID 107KB023) and would like to make an offer on the property of \$500.00.

A handwritten signature in black ink that reads "Ryan Estabrooks". The signature is written in a cursive style with a large, stylized initial "R".

Ryan Estabrooks  
700 Forest Hills Blvd.  
Knoxville, TN 37919  
931-808-0779  
estabrok\_ryan@yahoo.com

AGREEMENT OF SALE

THIS CONTRACT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between KNOX COUNTY, TENNESSEE, Party of the First Part, and **Ryan Estabrooks**, Party of the Second Part.

WITNESSETH

First Party wishes to sell and Second Party wishes to buy from First Party, subject to the conditions hereinafter set out; the following described lot located at 0 Forest Hills Boulevard known as Tax Map 107KB, parcel 023 Knox County, Tennessee.

NOW THEREFORE for the good and valuable consideration of \$1.00, the covenants herein described and other good and valuable consideration, the parties agree as follows:

Second Party shall pay to First Party the total sum of five hundred (\$500.00) dollars.

This Agreement shall be subject to the approval of the Knox County Commission. The sale is to be closed sixty (60) days from the date of Commission approval. First Party shall convey the Property to Second Party, by Quit Claim Deed at closing. The purchase price is to be fully paid in cash or by cashier's check at closing.

The sale shall be subject to the requirements of Tennessee Code Annotated 67-5-2507, including, but not limited to, publication of a notice of the sale and the right of anyone to increase the bid price by 10% or more within 10 days of the date of publication of said notice.

Any provisions or conditions not set out in this Agreement in order to be enforceable by the parties must be expressly set out in a written addendum hereto. The First Party and Second Party acknowledge that they have read and understand this Agreement and have received a copy hereof.

APPROVED AND ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

FIRST PARTY:

KNOX COUNTY, TENNESSEE

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_

BY: \_\_\_\_\_  
Tim Burchett  
KNOX COUNTY MAYOR

SECOND PARTY:

\_\_\_\_\_  
Ryan Estabrooks

**AGENDA COMMITTEE MEETING**

**38.**

**Meeting Date:** 10/05/2016  
**Requested By:** Ben Sharbel,  
PURCHASING  
**Department:** PURCHASING  
**Requires Expenditure of Funds:** NO **Funded in Current Budget:** NO  
**Appropriation Required:** NO

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Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving an intergovernmental transfer with the City of Knoxville for surplus real properties located at 0 Watauga Avenue (Parcel ID 081BJ011), 1404 West Baxter Avenue (Parcel ID 094GC033), 1321 Craig Road (Parcel ID 121OC017), 0 N. Broadway (Parcel ID 081EB037), 0 N. Broadway (Parcel ID 081EB038), 0 N. Broadway (Parcel ID 081EB036), and 2608 Lay Avenue (Parcel ID 082NF024).

*(Purchasing)*

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**AGENDA COMMITTEE MEETING**

**39.**

**Meeting Date:** 10/05/2016  
**Requested By:** Ben Sharbel,  
PURCHASING  
**Department:** PURCHASING  
**Requires Expenditure of Funds:** YES **Funded in Current Budget:** YES  
**Appropriation Required:** NO

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Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving an agreement of sale in the amount of \$73,000.00 with The Estate of Joseph Harb and George Harb and Wadad S. Harb, Trustees, the Harb Family Revocable Living Trust for Knox County's purchase of real property located at 6715 Martel Lane adjacent to the South Knox Senior Center.  
*(Purchasing)*

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Attachments

Agreement of Sale Martel Lane

**AGREEMENT OF SALE**

THIS CONTRACT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, between THE ESTATE OF JOSEPH HARB and GEORGE HARB AND WADAD S. HARB, TRUSTEES, THE HARB FAMILY REVOCABLE LIVING TRUST (“Sellers”) and KNOX COUNTY, TENNESSEE (“Purchaser”).

**WITNESSETH**

Seller desires to sell and Purchaser desire to purchase, subject to the conditions hereinafter set out; the following described property located at 6715 Martel Lane, Tax Map 147, parcel 008 Knox County, Tennessee.

NOW THEREFORE for the good and valuable consideration of \$10.00, the covenants herein described and other good and valuable consideration, the parties agree as follows:

**Commission Approval.** This sales agreement is subject to the approval of the Knox County Commission.

**Purchase Price.** Purchaser shall pay to Seller the total sum of seventy-three thousand (\$73,000.00) dollars for the Property. Taxes shall be prorated as of the date of closing.

**Closing.** The sale shall be closed sixty (60) days from the date of Commission approval. Seller shall convey the Property to Second Party by Warranty Deed at closing. The purchase price is to be fully paid at closing.

**Access to Property.** Seller shall allow Purchaser reasonable access to the Property for purposes of conducting due diligence.

**Merger and Modification.** This sales agreement contains the entire agreement between the parties. Any attempt to modify this agreement shall be contained in a writing signed by the Seller and Purchaser. The Seller and Purchaser acknowledge that they have read and understand this Agreement and have received a copy hereof.

APPROVED AND ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

SELLER:

THE ESTATE OF JOSEPH HARB and GEORGE HARB AND WADAD S. HARB, TRUSTEES,  
THE HARB FAMILY REVOCABLE LIVING TRUST

BY: \_\_\_\_\_  
Signature

PURCHASER:

KNOX COUNTY, TENNESSEE

BY: \_\_\_\_\_  
Tim Burchett  
Knox County Mayor

APPROVED AS TO LEGAL FORM:

KNOX COUNTY LAW DIRECTOR

Contract No. \_\_\_\_\_

BY: \_\_\_\_\_  
Deputy Law Director

Date: \_\_\_\_\_

**AGENDA COMMITTEE MEETING**

**40.**

**Meeting Date:** 10/05/2016  
**Requested By:** Jay Garrison,  
PURCHASING  
**Department:** PURCHASING  
**Requires Expenditure of Funds:** YES **Funded in Current Budget:** YES  
**Appropriation Required:** NO

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Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a contract with Williamsburg Mailing Services, Inc. to provide presort mailing services for the term of November 1, 2016 through October 31, 2017 with the option to extend for an additional four (4) years, one (1) year at a time, for a possible total of five (5) years.  
*(Purchasing)*

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Attachments

Contract For Presort Mailing Services

**Knox County Government**

**and**

**Williamsburg Mailing Services, Inc.**

**This Contract**, made and entered into by and between the Knox County Government, hereinafter referred to as the “County” and Williamsburg Mailing Services, Inc, hereinafter referred to as “Contractor”.

**Whereas**, the County requested bids for Presort Mailing Services for Knox County Government (Invitation for Bid #2432) and;

**Whereas**, Vendor submitted a bid in accordance with said requested specifications, the response of which is the most responsible and responsive bid meeting specifications accepted by the County;

**Whereas**, Vendor agrees and undertakes to provide said services for the County, as set forth in the Invitation for Bid, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Invitation for Bid specifications and the Contractor’s bid and response.

**Now, therefore** in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

**Witnesseth:**

**1. Terms of this Contract.** This Contract commences on the 1st day of November 2016 and ends the 31st day of October 2017 unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. The County intends to issue a one-year (1) award. Upon the mutual agreement of the vendor and the County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. The County reserves the right to purchase these goods/services from other sources if the need arises. The County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.

**2. Payment.** The County shall pay Contractor the amount as agreed upon in the County’s Invitation for Bid for Presort Mailing Services per the Contractor’s response to Invitation for Bid #2432; pursuant to all payments being subject to the County’s review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by the County.

**3. Invoicing and reporting requirements.** Contractor shall invoice the County for Presort Mailing Services pursuant to Invitation for Bid #2432.

Knox County Mail Services  
400 Main St.  
L108  
Knoxville, TN 37902

**4. Termination.** The County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) days. Upon termination, the County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of the County.

**Should the Contractor** fail to provide the Presort Mailing Services detailed herein, the County will communicate the problem(s) to the Contractor both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. The Contractor shall rectify the problem within the time frame established by Tennessee State Law. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give the County at least 120 day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

**5. Appropriations.** In the event no funds are appropriated by the County for the Presort Mailing Services in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

**6. Independent contractor.** Contractor acknowledges that Contractor and employees serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability.

**7. Compliance with all federal, state, and municipal laws.** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of the Presort Mailing Services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

**8. Severability clause.** If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

**9. Prohibition against assignment.** Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of the County.

**10. This Contract shall be governed by the laws of the State of Tennessee both as to interpretation and performance.** The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.

**11. Right to inspect.** The County reserves the right to make periodic inspections of the manner and means the services are performed.

**12. Nondiscrimination and non-conflict statements.** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

**13. Books and records.** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

**14. Contractor shall indemnify, defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of Contractor, its subcontractors, agents, or employees.**

**15. Delivery.** Contractor shall render the Presort Mailing Services for the County in accordance with Invitation for Bid #2432.

16. **Tax Compliance.** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

17. **Limitations of liability.** In no event shall the County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if the County has been advised of the possibility of such damages

18. **Contract documents.** It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

- A. Invitation for Bid #2432 and Addendum 1
- B. Contractor’s Response to Invitation for Bid #2432 and Addendum 1
- C. Certificate of Insurance

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

**In witness whereof**, the parties hereto have caused this Contract to be executed in one original copy on the day and year first above written.

**KNOX COUNTY GOVERNMENT**

	<b>Tim Burchett</b>
MAYOR – Signature	MAYOR

Date: \_\_\_\_\_

**KNOX COUNTY LAW DIRECTOR’S OFFICE**

	KNOX COUNTY, TENNESSEE
CONTRACT NO. _____	
APPROVED AS TO LEGAL FORM	

LAW DIRECTOR – Signature	LAW DIRECTOR – Printed Name

Date: \_\_\_\_\_

**VENDOR**

AUTHORIZED SIGNATURE	VENDOR – Printed Name

**WILLIAMSBURG MAILING SERVICES**  
**COMPANY NAME (VENDOR)**

Date: \_\_\_\_\_

**Attachment "A"**  
**Invitation for Bid #2432**  
**For**  
**Presort Mailing Services**  
**And**  
**Addenda 1**

The Procurement Division of Knox County Tennessee will receive sealed bids for the provision of **Pre-Sort Mailing Services** as specified herein. Bids must be received by 2:00 p.m. on **August 30, 2016**. Late bids will neither be considered nor returned.

**Deliver Bids To:**

**Bid Number 2432  
Knox County Procurement Division  
Suite 100  
1000 North Central Street  
Knoxville, Tennessee 37917**

**The Bid Envelope must show the Bid Number, Bid Name & Bid Opening Date.**

**SECTION I GENERAL TERMS AND CONDITIONS**

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Jay Garrison, CPPB, Procurement Coordinator, at 865.215.5767. Questions may be faxed to 865.215.5778 or email [jay.garrison@knoxcounty.org](mailto:jay.garrison@knoxcounty.org). Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at [www.knoxcounty.org/purchasing](http://www.knoxcounty.org/purchasing).

1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of sixty (60) business days from the date of the bid opening, unless otherwise indicated in their bid.

1.3 **ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bid.

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call or 1-866-858-4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>.

**Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.**

1.5 **AWARD:** Award will be made to the most responsive, responsible bidder meeting specifications which presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on an all-or-none basis, line item basis or schedule basis. The evaluation criteria are listed herein. Knox County also reserves the right to not award this bid.

1.6 **BID DELIVERY:** Knox County requires bidders, when hand delivering bids, to time date and stamp the envelope before depositing it in the bid box. The time clock in the Procurement Division shall become the official record of time. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid electronically less than one (1) hour prior to the bid opening time.

**Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.**

1.7 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.

If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

Diane Woods, Administrator of Business Outreach or Lori Holmann, Coordinator of Business Outreach  
Telephone: 865.215.5760 or 865.215.5757/ Fax: 865.215.5778  
Emails: [diane.woods@knoxcounty.org](mailto:diane.woods@knoxcounty.org) and [lori.holmann@knoxcounty.org](mailto:lori.holmann@knoxcounty.org)

- 1.8 **CONFLICT OF INTEREST:** Vendors must have read and complied with the "non-conflict of interest" statement provided in the vendor registration process prior to the opening of this solicitation.
- 1.9 **COPIES:** Knox County requires that bids be submitted as one (1) marked original and three (3) exact copies. No copies are needed with an electronic bid response.
- 1.10 **DELIVERY:** Vendors must state the delivery time in their bids. Knox County requires that vendors deliver all products "free on board" destination.
- 1.11 **DESCRIPTIVE LITERATURE:** Vendors, if bidding other than specified, must clearly identify the manufacturer and the specifications, to which they are submitting. Vendors must also provide descriptive literature with their bid.
- 1.12 **DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition will result in the bid being considered non-responsive and disqualified.
- 1.13 **ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division will accept, and strongly encourages, electronically transmitted bids through the County's online Procurement system. Facsimile submission is strictly prohibited.
- 1.14 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "Knox Purchasing On-Line". The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at [www.knoxcounty.org/Procurement](http://www.knoxcounty.org/Procurement), register as a vendor in our on-line Procurement system, "Knox Procurement On-Line", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions please contact the Procurement Division Representative listed in subsection 1.1 of this document.
- 1.15 **INCLEMENT WEATHER:** During periods of inclement weather in Knox County, the Procurement Division will enact the following procedures in regards to solicitations and weather delays:
- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
  - Other weather issues shall be at the sole discretion of the Procurement Director.
  - Knox County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.
- 1.16 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.
- 1.17 **MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.
- 1.18 **NON-COLLUSION:** Bidders, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.19 **PAYMENT METHOD:** Knox County utilizes two (2) methods of placing order for products and/or services. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County Credit Card (Visa). Orders placed with the card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction by the requesting department. Vendors must indicate in their bid response if the vendor will accept Knox County's Credit Card (VISA) as a form of payment. Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

- 1.20 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.
- 1.21 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment when using the purchase order method.
- 1.22 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.
- 1.23 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that bids being submitted on paper shall:
- Be submitted on recycled paper
  - Not include pages of unnecessary advertising
  - Be made on both sides of each sheet of paper
- 1.24 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Division by **August 16, 2016 by 4:30 pm local time** local time. These requirements also apply to specifications that are ambiguous.
- 1.25 **SIGNING OF BIDS:** In order to be considered, all bids must be signed. Please sign the original in blue ink. By signing the bid document, the vendor acknowledges and accepts the terms and conditions stated in the bid document. When submitting electronically, the submission of the bid constitutes the acceptance of all terms and conditions and will legally bind the vendor to the County's request for goods/services and the vendor's subsequent response.
- 1.26 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.27 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs"—"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.
- 1.28 **USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.
- 1.29 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.
- 1.30 **VENDOR REGISTRATION:** Prior to the opening of this bid, **ALL BIDDERS MUST** be registered with the Procurement Division. Please register on-line at our website at [www.knoxcounty.org/Procurement](http://www.knoxcounty.org/Procurement) and click on "Online Vendor Registration". Vendors must be registered with the Procurement Division **prior** to submitting their bid.
- 1.31 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

## SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

- 2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

- 2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year, or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 **CRIMINAL HISTORY RECORDS CHECK:** Any and all successful vendors, vendor employees, and any vendor sub-contractors and its employees that perform any services at Knox County Schools must submit to a criminal history records check at vendor's expense. This is conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413.
- 2.8 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach; and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
- 2.9 **GOVERNING LAW:** The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Knox County, Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.
- 2.10 **INCORPORATION:** All specifications, drawings, technical information, Invitation for Bid, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.11 **INDEMNIFICATION—HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.12 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.
- 2.13 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

- 2.14 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.15 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services.
- Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.16 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Invitation for Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.17 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, and right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.18 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.
- 2.19 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.20 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid or proposal and signature, it is current in its respective Federal, State, County, and City taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.
- 2.21 **TERMINATION:** County may terminate this agreement with or without cause at anytime. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
- 2.22 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at Contractor's expense.

### SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 **INTENT:** The intent of these specifications is to set forth and convey to prospective bidders the general type, character and quality of a pickup, metered first class and presort mail service desired by Knox County and Knoxville's Community Development Corporation (KCDC). As stated in the title of this solicitation, "Knox County" shall include Knox County and KCDC. Award will be based on Best Value. Best Value means more than low cost. It includes the initial cost, service quality and other factors detailed herein.
- 3.2 **ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.
- 3.3 **ADDITIONS OR DELETIONS:** Knox County reserves the right to add or delete goods or services as the need arises. If items are to be added, Knox County and the Contractor will arrive at a mutually agreed price.

- 3.4 **AWARD STATUS:** Knox County intends to issue a one-year award. Upon the mutual agreement of the successful bidder and Knox County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. The renewal option is at the discretion of Knox County and each participating entity. Should Knox County or any other participating entity desire not to renew, no reason needs to be given. Knox County reserves the right to purchase these services from other bidders if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the successful bidder.
- 3.5 **BIDDER OBLIGATION:** Each bidder shall become fully acquainted with conditions relating to the scope and restriction attending the execution of the work under this IFB. The failure or omission of a bidder to become acquainted with existing conditions shall no way relieve the bidder of any obligations with respect to this IFB or to the Contract.
- 3.6 **BIDS REQUESTED ON BRANDS OR EQUAL:** Unit price bids are requested on products that equal or exceed the quality and performance of the brands and model numbers listed. References to brand names, trade names, model numbers or other descriptions of specific brand products are made to establish a required level of quality and functional capabilities, and are not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid. It shall be the responsibility of the bidders, including bidders whose product is referenced to furnish with the bid such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of a bid.
- 3.7 **CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.
- 3.8 **CONTRACT EXECUTION:** The award of this bid will result in a Contract between Knox County and the successful bidder. Knox County will draft the Contract and bidders agreements and/or forms will not be accepted. As other entities may use the resulting award, they will have separate Contracts with the successful bidder. Their boards may also have to approve the Contract.
- 3.9 **COOPERATIVE PROCUREMENT:** Bidders are to indicate whether or not it is permissible for other governments in Tennessee to purchase these items or services at the same price.
- 3.10 **EVALUATION CRITERIA:** The following criteria will be used to evaluate each bid. The number represents maximum possible points in each category.
- |                               |           |
|-------------------------------|-----------|
| Price                         | 80 points |
| Contractor's Pick-up Schedule | 20 points |
- 3.11 **EVALUATION REVIEW:** Knox County (and participating entities) reserves the right to use all pertinent information (also learned from sources other than disclosed in the IFB process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made a part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source.
- Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid closing. The purpose of such discussions/interviews are to provide clarification and/or additional information to make an award which is in the best interest of Knox County.
- 3.12 **INCURRED COST:** Cost incurred in developing the bid or in anticipation of a award or, prior to full and final execution of the agreement is entirely the responsibility of the bidder and shall not be chargeable to Knox County or any other participating entity.
- 3.13 **INSURANCE:** The successful Contractor(s) must carry the insurance as indicated on the Insurance Attachment hereto. As proof the Contractor's willingness to obtain and maintain the insurance, the Contractor must complete, sign and have its his insurance agent sign the attachment and submit it with the bid.

**3.14 INVOICING:**

**FOR KNOX COUNTY GOVERNMENT MAIL ALL INVOICES TO:**

Knox County Finance-Accounts Payable  
400 Main Street Suite 630  
Knoxville, Tennessee 37902  
Attention: Danny Lyons

**FOR KCDC MAIL ALL INVOICES TO:**

KCDC Accounts Payable Department  
P. O. Box 3550  
Knoxville, Tennessee 37917-3550

**3.15 NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a contractor. A contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County.

**3.16 NO CONTACT POLICY:** After the date and time the bidder receives this IFB, any contact initiated by any bidder with any Knox County (or other participating entity) representative, other than the Procurement Division representative listed herein, concerning this Invitation for Bid is prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

**3.17 PRICING:** The vendor(s) warrants that the unit price stated shall remain firm for a period of one (1) year from the first day of the Contract period. If the vendor's price is increased after the second term, Knox County must be given a written notice to consider. Such a request shall include as a minimum: 1) the cause for the adjustment; 2) the amount of the change requested with written documentation to support the requested adjustment; 3) notice to Knox County be given 30 days before the contract renewal period begins. Price increases will only be considered at the renewal period(s). If the price increase is rejected, the vendor may:

- A. Continue with the existing price
- B. Request a lower price increase
- C. Not accept the renewal offer

If a price increase is approved by Knox County the approval notification will be done in writing and the Contractor will be notified of the new price schedule and effective date of increase. This documentation will become part of the bid file. No approvals will be authorized verbally.

**3.18 QUANTITIES:** Knox County does not guarantee any quantities of goods or services will be ordered under this agreement.

**3.19 SUBMIT QUESTIONS:** Bidders are to submit questions in written format to Jay Garrison, CPPB, Procurement Coordinator no later than **August 16, 2016 by 4:30 pm local time**. Questions must be faxed to 865.215.5778 or emailed to [jay.garrison@knoxcounty.org](mailto:jay.garrison@knoxcounty.org). The Knox County Procurement Division will issue written addendum to all bidders.

**SECTION IV SPECIFICATIONS AND INFORMATION**

**4.1 CONTRACT ADMINISTRATORS:** Each entity has its own personnel directly associated with the service to be performed. These are referred to as the Contract Administrators. While they have the authority, respective to their agency, to make changes needed during the term of the agreement, all changes must be sent to the Knox County Procurement Division as well.

**Knox County Government:**

Jay Garrison      Phone: 865-215-5767      Fax: 215-5778      Email: [jay.garrison@knoxcounty.org](mailto:jay.garrison@knoxcounty.org)

**Knoxville's Community Development Corporation:**

Terry McKee      Phone: 865-403-1133      Fax: 594-8867      E-mail: [tmckee@kcdc.org](mailto:tmckee@kcdc.org)

- 4.2 **FACILITY INSPECTION:** The County shall have the right to inspect the Contractor's place of business and methods of operation.
- 4.3 **IMPROPERLY LABELED MAIL:** Contractor will not be responsible or liable for any costs or damages incurred because the County (or participating entity) has applied incorrect postage meter rate, omitted "PRESORTED FIRST CLASS" stamp, or used erroneous address and/or zip codes.
- 4.4 **KNOX COUNTY AND KCDC SHALL:**
- Affix postage at appropriate "presort" rate.
  - Stamp all mail "PRESORTED FIRST CLASS".
  - Date mail for the pick-up date.
  - Have the County's mail addressed, sealed, pre-metered at the First Class presorted rate, dated the date sealed and ready for pick-up at the times set.
- 4.5 **MAIL PREPARATION AND PROCESSING:** Contractor shall insure all mail is sorted by zip code sequence, bundled, labeled, bar-coded and prepared in full compliance with the United States postal regulations and applicable state and federal laws to qualify for United States Postal Service's (USPS) "presorted" postage rate.
- The Contractor will process and dispatch all mail on the same day picked up, meeting U.S. Postal Services daily schedules for discounted mail dispatches. The Contractor will meet all U.S. Postal Services schedules, conditions and requirements applicable to discount-rate mailers.
  - All mail must be processed and the Contractor must merge the mail with other client's and deposited into the USPS service system.
  - Minimum piece counts will not be required as amount may vary on a daily basis.
  - Contractor agrees to pay additional postage to USPS for non-qualifying pieces at time of deposit and will invoice the County accordingly for reimbursement. Contractor must provide receipts for the overages incurred.
  - Special pick-up must also be available with sufficient notice.
  - The Contractor may be required to add additional postage for mail that cannot be presorted.
  - The Contractor will pick-up bulk mail and sort it in such a manner that the lowest postage is received.
  - The Contractor will provide Bulk Rate Mailing Services, when Invitationed, which will include the requirements necessary for preparing mail for bulk rate and the necessary paperwork required by the USPS. Please note that some departments may require pickup and delivery of bulk rate mail to the USPS Weisgarber Road Central Mailing Facility.
- 4.6 **PICK-UP KNOX COUNTY:** Contractor shall pick up Knox County's first class mail from the County Mailroom located in Suite L-108, City-County Building, 400 Main Street, on a daily basis, Monday through Friday, excluding County holidays. Contractor shall pick up mail from the Knox County Clerks Office at Old Courthouse, 300 Main St. Rm. 127. Additional locations may be added during the course of the Contract. All mail picked up shall be postmarked with the same day's date. The first pickup for the day shall be between 11:00 a.m. – 12:00 p.m. The last pickup for the day shall be no earlier than 3:00 p.m. and no later than 4:00 p.m. Pick up must be available daily – Monday through Friday. No weekend or holiday pick-up is required.
- 4.7 **PICK-UP FOR KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION (KCDC):** KCDC's staff will, on a daily basis, Monday through Friday, excluding KCDC holidays, deliver the mail to the vendor's location provided that it is KCDC's desire. Otherwise, KCDC will work with the successful vendor to have the vendor pickup its mail during the day, as many times as is necessary to meet the requirements of KCDC and agreed to in the Contract.
- All mail picked up shall be postmarked with the same day's date. It is preferred that the last pickup for the day shall be no earlier than 3:30 p.m. and no later than 4:30 p.m. Pick up must be available daily – Monday through Friday. Weekend or holiday pick-up is not required.
- 4.8 **PRICES:** The prices bid shall represent the total charge by the Contractor to presort each piece of first class mail. If the Contractor has the ability to obtain additional discounts due to additional sorting or marking and, therefore, reduce the cost to the County (and other participating entities), this should be reflected in the bid price. Prices should be entered in cents or fraction of a cent per piece. For example: \$.01, \$.0098, \$.015, etcetera. Supplies such as letter trays and bags will be provided by the Contractor. Price to be included in the bid.
- 4.9 **QUANTITY KNOX COUNTY:** An estimated 650,000 pieces of First Class mail will be presorted and processed each Contract year. The County estimates its daily volume of letter mail to be approximately 1500 pieces. The County agrees to reimburse the Contractor in an amount equal to the difference between full First Class and Basic Presort postage rates to be determined by the actual piece count.

- 4.10 **QUANTITY KCDC:** An estimated 3,000 pieces of First Class mail will be presorted and processed each Contract year. KCDC estimates its daily volume of letter mail to be approximately 150 pieces. KCDC agrees to reimburse the Contractor in an amount equal to the difference between full First Class and basic presort postage rates to be determined by the actual piece count.
- 4.11 **REQUIREMENTS CONTRACT:** While the participating entities have presented realistic volume information herein, there is not a guarantee (implicit or explicit) as to the volume of mail that may result from this Contract. The proposer acknowledges that this is a requirements Contract and as such will be used only as the needs arise.

**SECTION V      VENDOR INFORMATION**

5.1 Vendor Name \_\_\_\_\_

5.2 Vendor Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

5.3 Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

5.4 Vendor Number As Assigned By The Knox County Procurement Division \_\_\_\_\_

5.5 Contact Person \_\_\_\_\_ e-mail: \_\_\_\_\_

5.6 Authorizing Signature \_\_\_\_\_

5.7 Vendor's Knox County Business License Number \_\_\_\_\_  
(If Applicable) *Attach A Copy Of The License.*

5.8 Did you complete the pricing sheet as per Section VI? Yes: \_\_\_\_\_ No: \_\_\_\_\_

5.9 Did you complete the pick-up schedules in Section VI? Yes: \_\_\_\_\_ No: \_\_\_\_\_

5.10 Did you include the correct number of copies as per Section 1.9? \_\_\_\_\_ Yes \_\_\_\_\_ No

5.11 Will you accept an electronic commerce card (Visa) as payment? Yes: \_\_\_\_\_ No: \_\_\_\_\_

5.12 Will your company allow Cooperative purchasing with other governmental agencies within the State of Tennessee? Yes: \_\_\_\_\_ No: \_\_\_\_\_

5.13 Did you complete and return the Insurance Checklist with your bid submittal? Yes: \_\_\_\_\_ No: \_\_\_\_\_

5.14 I Acknowledge The Receipt Of: (Please Write "Yes" If You Received One)

Addendum 1 \_\_\_\_\_ Addendum 2 \_\_\_\_\_ Addendum 3 \_\_\_\_\_ Addendum 4 \_\_\_\_\_

5.15 Do you accept the terms and conditions of the bid? YES \_\_\_\_\_ NO \_\_\_\_\_ YES WITH EXCEPTION \_\_\_\_\_  
(Place a "X" beside your)

If not please give your detailed explanation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

	COST PER PIECE FOR THREE DIGIT ZIP CODE PROCESSING (Including all fees and taxes)	COST PER PIECE FOR FIVE DIGIT ZIP CODE PROCESSING (Including all fees and taxes)
Pre-Sort and Barcode First Class Mail		
Pre-Sort and Barcode First Class Postcards		
Pick Up, Pre-Sorting and Mailing Fees		
3 <sup>rd</sup> Class Bulk Sorting (including pickup and drop off)		
Price for Inserting		
Price for Bursting		
Price for Folding		
Price for License Plate Mailing		

**Knox County Required Pick-up Schedule (Monday – Friday excluding County Holidays):**

First Pick-up Time: 11:00 – 12:00 pm                      Yes: \_\_\_\_\_ No: \_\_\_\_\_

Second Pickup Time: 3:00 pm – 4:00 pm                      Yes: \_\_\_\_\_ No: \_\_\_\_\_

**KCDC Required Pick-up Schedule (Monday – Friday excluding KCDC Holidays):**

Pick-up Time: 3:30 pm – 4:30 pm                      Yes: \_\_\_\_\_ No: \_\_\_\_\_

**\*Note: If submitting electronically, bidders must attach the pricing schedule to their electronic submittal.**

KNOX COUNTY PROCUREMENT DIVISION  
INSURANCE CHECKLIST  
BID NUMBER 2397

The certificate of insurance must show all coverages & endorsements with "yes" and items 20 to 25.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS
YES	1.	WORKER'S COMPENSATION	STATUTORY LIMITS OF TENNESSEE
YES	2.	EMPLOYERS LIABILITY	\$100,000 PER ACCIDENT \$100,000 PER DISEASE \$500,000 DISEASE POLICY LIMIT
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per -Accident) \$1,000,000
			BODY INJURY (Per -Person)
			BODY INJURY (Per-Accident)
			PROPERTY DAMAGE (Per-Accident)
YES	4.	COMMERCIAL GENERAL LIABILITY	LIMITS
		CLAIM MADE X OCCUR	EACH OCCURRENCE \$ 1,000,000
			FIRE LEGAL LIABILITY \$ 100,000
			MED EXP (Per person) \$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY \$ 1,000,000
		POLICY X PROJECT LOC	GENERAL AGGREGATE \$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE \$ 2,000,000
YES	5.	PREMISES/OPERATIONS	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE
YES	6.	INDEPENDENT PROPOSER	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED
YES	9.	UMBRELLA LIABILITY COVERAGE	\$1,000,000
		PROFESSIONAL LIABILITY	
NO	10.	ARCHITECTS & ENGINEERS	\$1,000,000 PER OCCURRENCE/CLAIM
NO		ASBESTOS & REMOVAL LIABILITY	\$2,000,000 PER OCCURRENCE/CLAIM
NO		MEDICAL MALPRACTICE	\$1,000,000 PER OCCURRENCE/CLAIM
NO		MEDICAL PROFESSIONAL LIABILITY	\$1,000,000 PER OCCURRENCE/CLAIM
NO	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)
NO	13.	MOTOR CARGO INSURANCE	
NO	14.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE
NO	15.	GARAGEKEEPER'S LIABILITY	\$500,000 COMPREHENSIVE \$500,000 COLLISION
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$
NO	17.	DISHONESTY BOND	\$
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.
NO	19.	USL&H	FEDERAL STATUTORY LIMITS

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.

21. **NOTICE OF CANCELLATION, NON-RENEWABLE OR MATERIAL CHANGES IN COVERAGE SHALL BE PROVIDED TO COUNTY AT LEAST 30 DAYS PRIOR TO ACTION. THE WORDS "ENDEAVOR TO" AND "BUT FAILURE TO" (TO END OF SENTENCE) ARE TO BE ELIMINATED FROM THE NOTICE OF CANCELLATION PROVISION ON STANDARD ACCORD CERTIFICATES.**

- 22. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.
- 23. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.
- 24. OTHER INSURANCE REQUIRED \_\_\_\_\_.
- 25. THE PROPOSER AGREES TO SAVE, DEFEND, KEEP HARMLESS AND INDEMNIFY THE COUNTY AND ALL OF ITS AGENTS AND EMPLOYEES (COLLECTIVELY THE COUNTY) FROM AND AGAINST ANY AND ALL CLAIMS, LOSS, DAMAGE, INJURY, COST (INCLUDING COURT COSTS AND ATTORNEY'S FEES), CHARGES, LIABILITY OR EXPOSURE, HOWEVER CAUSED, RESULTING FROM, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROPOSER'S PERFORMANCE OF THE AGREEMENT TERMS ON ITS OBLIGATIONS UNDER THE AGREEMENT.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDERS NAMED BELOW HAVE ADVISED THE BIDDERS OF REQUIRED COVERAGE NOT PROVIDED THROUGH THIS AGENCY.

AGENCY NAME: \_\_\_\_\_ AUTHORIZING SIGNATURE: \_\_\_\_\_

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

BIDDER'S NAME: \_\_\_\_\_ AUTHORIZING SIGNATURE: \_\_\_\_\_



OFFICE OF COUNTY MAYOR TIM BURCHETT

Procurement Division • Department of Finance • 1000 North Central St., Suite 100 • Knoxville, TN 37917

ADDENDUM I TO BID 2432

Presort Mailing Services

**ADDENDUM DATE:** August 18, 2016

**BUYER:** Jay Garrison

**ORIGINAL OPENING DATE:** August 30, 2016 at 2:00 PM

The following is for clarification

**QUESTION 1:**

Can you please provide your estimated daily volume of Presort mail with letters and flats?

**ANSWER 1:**

Reference Sections 4.9 and 4.10.

**QUESTION 2:**

Can you also provide the current price the City of Knoxville is paying for this service?

**ANSWER 2:**

The City of Knoxville is a separate entity and not included in this bid.

Knox County currently pays the following:

	<b>COST PER PIECE FOR THREE DIGIT ZIP CODE PROCESSING</b> (Including all fees and taxes)	<b>COST PER PIECE FOR FIVE DIGIT ZIP CODE PROCESSING</b> (Including all fees and taxes)
Pre-Sort and Barcode First Class Mail	\$.04	\$.05
Pre-Sort and Barcode First Class Postcards	\$.04	\$.05
Pick Up, Pre-Sorting and Mailing Fees	\$10.00	\$10.00
3 <sup>rd</sup> Class Bulk Sorting (including pickup and drop-off)	\$.05	\$.05
Price for Inserting	\$.02	\$.02
Price for Bursting	\$.01	\$.01
Price for Folding	\$.005	\$.005
Price for License Plate Mailing	\$.15	\$.15

End of addendum.

Jay Garrison, CPPB  
Procurement Coordinator

**Attachment "B"**  
**Invitation for Bid #2432**  
**For**  
**Presort Mailing Services**  
**And**  
**Addenda 1**

**By**  
**Williamsburg Mailing Services**

The Procurement Division of Knox County Tennessee will receive sealed bids for the provision of **Pre-Sort Mailing Services** as specified herein. Bids must be received by **2:00 p.m. on August 30, 2016**. Late bids will neither be considered nor returned.

**Deliver Bids To:**

**Bid Number 2432  
Knox County Procurement Division  
Suite 100  
1000 North Central Street  
Knoxville, Tennessee 37917**

**The Bid Envelope must show the Bid Number, Bid Name & Bid Opening Date.**

**SECTION I GENERAL TERMS AND CONDITIONS**

- 1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Jay Garrison, CPPB, Procurement Coordinator, at 865.215.5767. Questions may be faxed to 865.215.5778 or email [jay.garrison@knoxcounty.org](mailto:jay.garrison@knoxcounty.org). Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at [www.knoxcounty.org/purchasing](http://www.knoxcounty.org/purchasing).
- 1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of sixty (60) business days from the date of the bid opening, unless otherwise indicated in their bid.
- 1.3 **ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bid.
- 1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call or 1-866-858-4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>.  
**Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.**
- 1.5 **AWARD:** Award will be made to the most responsive, responsible bidder meeting specifications which presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on an all-or-none basis, line item basis or schedule basis. The evaluation criteria are listed herein. Knox County also reserves the right to not award this bid.
- 1.6 **BID DELIVERY:** Knox County requires bidders, when hand delivering bids, to time date and stamp the envelope before depositing it in the bid box. The time clock in the Procurement Division shall become the official record of time. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid electronically less than one (1) hour prior to the bid opening time.  
**Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.**
- 1.7 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.

If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

- 1.8 **CONFLICT OF INTEREST:** Vendors must have read and complied with the "non-conflict of interest" statement provided in the vendor registration process prior to the opening of this solicitation.
- 1.9 **COPIES:** Knox County requires that bids be submitted as one (1) marked original and three (3) exact copies. No copies are needed with an electronic bid response.
- 1.10 **DELIVERY:** Vendors must state the delivery time in their bids. Knox County requires that vendors deliver all products "free on board" destination.
- 1.11 **DESCRIPTIVE LITERATURE:** Vendors, if bidding other than specified, must clearly identify the manufacturer and the specifications, to which they are submitting. Vendors must also provide descriptive literature with their bid.
- 1.12 **DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition will result in the bid being considered non-responsive and disqualified.
- 1.13 **ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division will accept, and strongly encourages, electronically transmitted bids through the County's online Procurement system. Facsimile submission is strictly prohibited.
- 1.14 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "Knox Purchasing On-Line". The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at [www.knoxcounty.org/Procurement](http://www.knoxcounty.org/Procurement), register as a vendor in our on-line Procurement system, "Knox Procurement On-Line", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions please contact the Procurement Division Representative listed in subsection 1.1 of this document.
- 1.15 **INCLEMENT WEATHER:** During periods of inclement weather in Knox County, the Procurement Division will enact the following procedures in regards to solicitations and weather delays:
- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
  - Other weather issues shall be at the sole discretion of the Procurement Director.
  - Knox County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.
- 1.16 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.
- 1.17 **MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.
- 1.18 **NON-COLLUSION:** Bidders, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.19 **PAYMENT METHOD:** Knox County utilizes two (2) methods of placing order for products and/or services. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County Credit Card (Visa). Orders placed with the card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction by the requesting department. Vendors must indicate in their bid response if the vendor will accept Knox County's Credit Card (VISA) as a form of payment. Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

- 1.20 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.
- 1.21 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment when using the purchase order method.
- 1.22 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.
- 1.23 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that bids being submitted on paper shall:
- Be submitted on recycled paper
  - Not include pages of unnecessary advertising
  - Be made on both sides of each sheet of paper
- 1.24 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Division by **August 16, 2016 by 4:30 pm local time** local time. These requirements also apply to specifications that are ambiguous.
- 1.25 **SIGNING OF BIDS:** In order to be considered, all bids must be signed. Please sign the original in blue ink. By signing the bid document, the vendor acknowledges and accepts the terms and conditions stated in the bid document. When submitting electronically, the submission of the bid constitutes the acceptance of all terms and conditions and will legally bind the vendor to the County's request for goods/services and the vendor's subsequent response.
- 1.26 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.27 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs"—"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.
- 1.28 **USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.
- 1.29 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.
- 1.30 **VENDOR REGISTRATION:** Prior to the opening of this bid, **ALL BIDDERS MUST** be registered with the Procurement Division. Please register on-line at our website at [www.knoxcounty.org/Procurement](http://www.knoxcounty.org/Procurement) and click on "Online Vendor Registration". Vendors must be registered with the Procurement Division **prior** to submitting their bid.
- 1.31 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

## **SECTION II OBLIGATIONS, RIGHTS AND REMEDIES**

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

- 2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

- 2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year, or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 **CRIMINAL HISTORY RECORDS CHECK:** Any and all successful vendors, vendor employees, and any vendor sub-contractors and its employees that perform any services at Knox County Schools must submit to a criminal history records check at vendor's expense. This is conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413.
- 2.8 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach; and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
- 2.9 **GOVERNING LAW:** The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Knox County, Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.
- 2.10 **INCORPORATION:** All specifications, drawings, technical information, Invitation for Bid, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.11 **INDEMNIFICATION—HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.12 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.
- 2.13 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

- 2.14 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.15 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services.
- Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.16 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Invitation for Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.17 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, and right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.18 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.
- 2.19 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.20 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid or proposal and signature, it is current in its respective Federal, State, County, and City taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.
- 2.21 **TERMINATION:** County may terminate this agreement with or without cause at anytime. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
- 2.22 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at Contractor's expense.

### SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 **INTENT:** The intent of these specifications is to set forth and convey to prospective bidders the general type, character and quality of a pickup, metered first class and presort mail service desired by Knox County and Knoxville's Community Development Corporation (KCDC). As stated in the title of this solicitation, "Knox County" shall include Knox County and KCDC. Award will be based on Best Value. Best Value means more than low cost. It includes the initial cost, service quality and other factors detailed herein.
- 3.2 **ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.
- 3.3 **ADDITIONS OR DELETIONS:** Knox County reserves the right to add or delete goods or services as the need arises. If items are to be added, Knox County and the Contractor will arrive at a mutually agreed price.

3.4 **AWARD STATUS:** Knox County intends to issue a one-year award. Upon the mutual agreement of the successful bidder and Knox County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. The renewal option is at the discretion of Knox County and each participating entity. Should Knox County or any other participating entity desire not to renew, no reason needs to be given. Knox County reserves the right to purchase these services from other bidders if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the successful bidder.

3.5 **BIDDER OBLIGATION:** Each bidder shall become fully acquainted with conditions relating to the scope and restriction attending the execution of the work under this IFB. The failure or omission of a bidder to become acquainted with existing conditions shall no way relieve the bidder of any obligations with respect to this IFB or to the Contract.

3.6 **BIDS REQUESTED ON BRANDS OR EQUAL:** Unit price bids are requested on products that equal or exceed the quality and performance of the brands and model numbers listed. References to brand names, trade names, model numbers or other descriptions of specific brand products are made to establish a required level of quality and functional capabilities, and are not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid. It shall be the responsibility of the bidders, including bidders whose product is referenced to furnish with the bid such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of a bid.

3.7 **CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.

3.8 **CONTRACT EXECUTION:** The award of this bid will result in a Contract between Knox County and the successful bidder. Knox County will draft the Contract and bidders agreements and/or forms will not be accepted. As other entities may use the resulting award, they will have separate Contracts with the successful bidder. Their boards may also have to approve the Contract.

3.9 **COOPERATIVE PROCUREMENT:** Bidders are to indicate whether or not it is permissible for other governments in Tennessee to purchase these items or services at the same price.

3.10 **EVALUATION CRITERIA:** The following criteria will be used to evaluate each bid. The number represents maximum possible points in each category.

Price	80 points
Contractor's Pick-up Schedule	20 points

3.11 **EVALUATION REVIEW:** Knox County (and participating entities) reserves the right to use all pertinent information (also learned from sources other than disclosed in the IFB process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made a part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source.

Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid closing. The purpose of such discussions/interviews are to provide clarification and/or additional information to make an award which is in the best interest of Knox County.

3.12 **INCURRED COST:** Cost incurred in developing the bid or in anticipation of a award or, prior to full and final execution of the agreement is entirely the responsibility of the bidder and shall not be chargeable to Knox County or any other participating entity.

3.13 **INSURANCE:** The successful Contractor(s) must carry the insurance as indicated on the Insurance Attachment hereto. As proof the Contractor's willingness to obtain and maintain the insurance, the Contractor must complete, sign and have its his insurance agent sign the attachment and submit it with the bid.

3.14 **INVOICING:**

**FOR KNOX COUNTY GOVERNMENT MAIL ALL INVOICES TO:**

Knox County Finance-Accounts Payable  
400 Main Street Suite 630  
Knoxville, Tennessee 37902  
Attention: Danny Lyons

**FOR KCDC MAIL ALL INVOICES TO:**

KCDC Accounts Payable Department  
P. O. Box 3550  
Knoxville, Tennessee 37917-3550

3.15 **NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a contractor. A contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County.

3.16 **NO CONTACT POLICY:** After the date and time the bidder receives this IFB, any contact initiated by any bidder with any Knox County (or other participating entity) representative, other than the Procurement Division representative listed herein, concerning this Invitation for Bid is prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

3.17 **PRICING:** The vendor(s) warrants that the unit price stated shall remain firm for a period of one (1) year from the first day of the Contract period. If the vendor's price is increased after the second term, Knox County must be given a written notice to consider. Such a request shall include as a minimum: 1) the cause for the adjustment; 2) the amount of the change requested with written documentation to support the requested adjustment; 3) notice to Knox County be given 30 days before the contract renewal period begins. Price increases will only be considered at the renewal period(s). If the price increase is rejected, the vendor may:

- A. Continue with the existing price
- B. Request a lower price increase
- C. Not accept the renewal offer

If a price increase is approved by Knox County the approval notification will be done in writing and the Contractor will be notified of the new price schedule and effective date of increase. This documentation will become part of the bid file. No approvals will be authorized verbally.

3.18 **QUANTITIES:** Knox County does not guarantee any quantities of goods or services will be ordered under this agreement.

3.19 **SUBMIT QUESTIONS:** Bidders are to submit questions in written format to Jay Garrison, CPPB, Procurement Coordinator no later than **August 16, 2016 by 4:30 pm local time**. Questions must be faxed to 865.215.5778 or emailed to [jay.garrison@knoxcounty.org](mailto:jay.garrison@knoxcounty.org). The Knox County Procurement Division will issue written addendum to all bidders.

**SECTION IV SPECIFICATIONS AND INFORMATION**

4.1 **CONTRACT ADMINISTRATORS:** Each entity has its own personnel directly associated with the service to be performed. These are referred to as the Contract Administrators. While they have the authority, respective to their agency, to make changes needed during the term of the agreement, all changes must be sent to the Knox County Procurement Division as well.

**Knox County Government:**

Jay Garrison Phone: 865-215-5767 Fax: 215-5778 Email: [jay.garrison@knoxcounty.org](mailto:jay.garrison@knoxcounty.org)

**Knoxville's Community Development Corporation:**

Terry McKee Phone: 865-403-1133 Fax: 594-8867 E-mail: [tmckee@kcdc.org](mailto:tmckee@kcdc.org)

- 4.2 **FACILITY INSPECTION:** The County shall have the right to inspect the Contractor's place of business and methods of operation.
- 4.3 **IMPROPERLY LABELED MAIL:** Contractor will not be responsible or liable for any costs or damages incurred because the County (or participating entity) has applied incorrect postage meter rate, omitted "PRESORTED FIRST CLASS" stamp, or used erroneous address and/or zip codes.
- 4.4 **KNOX COUNTY AND KCDC SHALL:**
- Affix postage at appropriate "presort" rate.
  - Stamp all mail "PRESORTED FIRST CLASS".
  - Date mail for the pick-up date.
  - Have the County's mail addressed, sealed, pre-metered at the First Class presorted rate, dated the date sealed and ready for pick-up at the times set.
- 4.5 **MAIL PREPARATION AND PROCESSING:** Contractor shall insure all mail is sorted by zip code sequence, bundled, labeled, bar-coded and prepared in full compliance with the United States postal regulations and applicable state and federal laws to qualify for United States Postal Service's (USPS) "presorted" postage rate.
- The Contractor will process and dispatch all mail on the same day picked up, meeting U.S. Postal Services daily schedules for discounted mail dispatches. The Contractor will meet all U.S. Postal Services schedules, conditions and requirements applicable to discount-rate mailers.
  - All mail must be processed and the Contractor must merge the mail with other client's and deposited into the USPS service system.
  - Minimum piece counts will not be required as amount may vary on a daily basis.
  - Contractor agrees to pay additional postage to USPS for non-qualifying pieces at time of deposit and will invoice the County accordingly for reimbursement. Contractor must provide receipts for the overages incurred.
  - Special pick-up must also be available with sufficient notice.
  - The Contractor may be required to add additional postage for mail that cannot be presorted.
  - The Contractor will pick-up bulk mail and sort it in such a manner that the lowest postage is received.
  - The Contractor will provide Bulk Rate Mailing Services, when Invitationed, which will include the requirements necessary for preparing mail for bulk rate and the necessary paperwork required by the USPS. Please note that some departments may require pickup and delivery of bulk rate mail to the USPS Weisgarber Road Central Mailing Facility.
- 4.6 **PICK-UP KNOX COUNTY:** Contractor shall pick up Knox County's first class mail from the County Mailroom located in Suite L-108, City-County Building, 400 Main Street, on a daily basis, Monday through Friday, excluding County holidays. Contractor shall pick up mail from the Knox County Clerks Office at Old Courthouse, 300 Main St. Rm. 127. Additional locations may be added during the course of the Contract. All mail picked up shall be postmarked with the same day's date. The first pickup for the day shall be between 11:00 a.m. – 12:00 p.m. The last pickup for the day shall be no earlier than 3:00 p.m. and no later than 4:00 p.m. Pick up must be available daily – Monday through Friday. No weekend or holiday pick-up is required.
- 4.7 **PICK-UP FOR KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION (KCDC):** KCDC's staff will, on a daily basis, Monday through Friday, excluding KCDC holidays, deliver the mail to the vendor's location provided that it is KCDC's desire. Otherwise, KCDC will work with the successful vendor to have the vendor pickup its mail during the day, as many times as is necessary to meet the requirements of KCDC and agreed to in the Contract.
- All mail picked up shall be postmarked with the same day's date. It is preferred that the last pickup for the day shall be no earlier than 3:30 p.m. and no later than 4:30 p.m. Pick up must be available daily – Monday through Friday. Weekend or holiday pick-up is not required.
- 4.8 **PRICES:** The prices bid shall represent the total charge by the Contractor to presort each piece of first class mail. If the Contractor has the ability to obtain additional discounts due to additional sorting or marking and, therefore, reduce the cost to the County (and other participating entities), this should be reflected in the bid price. Prices should be entered in cents or fraction of a cent per piece. For example: \$.01, \$.0098, \$.015, etcetera. Supplies such as letter trays and bags will be provided by the Contractor. Price to be included in the bid.
- 4.9 **QUANTITY KNOX COUNTY:** An estimated 650,000 pieces of First Class mail will be presorted and processed each Contract year. The County estimates its daily volume of letter mail to be approximately 1500 pieces. The County agrees to reimburse the Contractor in an amount equal to the difference between full First Class and Basic Presort postage rates to be determined by the actual piece count.

4.10 **QUANTITY KCDC:** An estimated 3,000 pieces of First Class mail will be presorted and processed each Contract year. KCDC estimates its daily volume of letter mail to be approximately 150 pieces. KCDC agrees to reimburse the Contractor in an amount equal to the difference between full First Class and basic presort postage rates to be determined by the actual piece count.

4.11 **REQUIREMENTS CONTRACT:** While the participating entities have presented realistic volume information herein, there is not a guarantee (implicit or explicit) as to the volume of mail that may result from this Contract. The proposer acknowledges that this is a requirements Contract and as such will be used only as the needs arise.

SECTION V VENDOR INFORMATION

5.1 Vendor Name Williamsburg Mailing Services, Inc.

5.2 Vendor Address 1716 Henry G. Lane Street

City Maryville State TN Zip 37801

5.3 Telephone Number (865) 380-5402 Fax Number (865) 380-5404

5.4 Vendor Number As Assigned By The Knox County Procurement Division 27219

5.5 Contact Person Sissy Garrett e-mail: SGarrett@williamsburgmail.com

5.6 Authorizing Signature *Sissy Garrett*

5.7 Vendor's Knox County Business License Number \_\_\_\_\_  
(If Applicable) *Attach A Copy Of The License.*

5.8 Did you complete the pricing sheet as per Section VI? Yes:  No: \_\_\_\_\_

5.9 Did you complete the pick-up schedules in Section VI? Yes:  No: \_\_\_\_\_

5.10 Did you include the correct number of copies as per Section 1.9?  Yes \_\_\_\_\_ No

5.11 Will you accept an electronic commerce card (Visa) as payment? Yes: \_\_\_\_\_ No:

5.12 Will your company allow Cooperative purchasing with other governmental agencies within the State of Tennessee? Yes:  No: \_\_\_\_\_

5.13 Did you complete and return the Insurance Checklist with your bid submittal? Yes:  No: \_\_\_\_\_

5.14 I Acknowledge The Receipt Of: (Please Write "Yes" If You Received One)

Addendum 1 \_\_\_\_\_ Addendum 2 \_\_\_\_\_ Addendum 3 \_\_\_\_\_ Addendum 4 \_\_\_\_\_

5.15 Do you accept the terms and conditions of the bid? YES  NO \_\_\_\_\_ YES WITH EXCEPTION \_\_\_\_\_  
(Place a "X" beside your)

If not please give your detailed explanation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

	COST PER PIECE FOR THREE DIGIT ZIP CODE PROCESSING (Including all fees and taxes)	COST PER PIECE FOR FIVE DIGIT ZIP CODE PROCESSING (Including all fees and taxes)
Pre-Sort and Barcode First Class Mail	\$.04	\$.05
Pre-Sort and Barcode First Class Postcards	\$.04	\$.05
Pick Up, Pre-Sorting and Mailing Fees	N/A	N/A
3 <sup>rd</sup> Class Bulk Sorting (including pickup and drop off)	N/A	N/A
Price for Inserting	\$.02	\$.02
Price for Bursting	N/A	N/A
Price for Folding	\$.015	\$.015
Price for License Plate Mailing	\$.05	\$.05

**Knox County Required Pick-up Schedule** (Monday – Friday excluding County Holidays):First Pick-up Time: 11:00 – 12:00 pm      Yes: 12:00 No: \_\_\_\_\_Second Pickup Time: 3:00 pm – 4:00 pm      Yes: 3:40 No: \_\_\_\_\_**KCDC Required Pick-up Schedule** (Monday – Friday excluding KCDC Holidays):Pick-up Time: 3:30 pm – 4:30 pm      Yes: 3:30 No: \_\_\_\_\_

\*Note: If submitting electronically, bidders must attach the pricing schedule to their electronic submittal.

KNOX COUNTY PROCUREMENT DIVISION  
INSURANCE CHECKLIST  
BID NUMBER 2397

The certificate of insurance must show all coverages & endorsements with "yes" and items 20 to 25.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS
YES	1.	WORKER'S COMPENSATION	STATUTORY LIMITS OF TENNESSEE
YES	2.	EMPLOYERS LIABILITY	\$100,000 PER ACCIDENT \$100,000 PER DISEASE \$500,000 DISEASE POLICY LIMIT
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per -Accident) \$1,000,000
			BODY INJURY (Per -Person)
			BODY INJURY (Per-Accident)
			PROPERTY DAMAGE (Per-Accident)
YES	4.	COMMERCIAL GENERAL LIABILITY	LIMITS
		CLAIM MADE X OCCUR	EACH OCCURRENCE \$1,000,000
			FIRE LEGAL LIABILITY \$100,000
			MED EXP (Per person) \$5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY \$1,000,000
		POLICY X PROJECT LOC	GENERAL AGGREGATE \$2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE \$2,000,000
YES	5.	PREMISES/OPERATIONS	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE
YES	6.	INDEPENDENT PROPOSER	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED
YES	9.	UMBRELLA LIABILITY COVERAGE	\$1,000,000
		PROFESSIONAL LIABILITY	
NO	10.	ARCHITECTS & ENGINEERS	\$1,000,000 PER OCCURRENCE/CLAIM
NO		ASBESTOS & REMOVAL LIABILITY	\$2,000,000 PER OCCURRENCE/CLAIM
NO		MEDICAL MALPRACTICE	\$1,000,000 PER OCCURRENCE/CLAIM
NO		MEDICAL PROFESSIONAL LIABILITY	\$1,000,000 PER OCCURRENCE/CLAIM
NO	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)
NO	13.	MOTOR CARGO INSURANCE	
NO	14.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE
NO	15.	GARAGEKEEPER'S LIABILITY	\$500,000 COMPREHENSIVE \$500,000 COLLISION
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$
NO	17.	DISHONESTY BOND	\$
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.
NO	19.	USL&H	FEDERAL STATUTORY LIMITS

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.

21. **NOTICE OF CANCELLATION, NON-RENEWABLE OR MATERIAL CHANGES IN COVERAGE SHALL BE PROVIDED TO COUNTY AT LEAST 30 DAYS PRIOR TO ACTION. THE WORDS "ENDEAVOR TO" AND "BUT FAILURE TO" (TO END OF SENTENCE) ARE TO BE ELIMINATED FROM THE NOTICE OF CANCELLATION PROVISION ON STANDARD ACCORD CERTIFICATES.**

22. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.
23. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.
24. OTHER INSURANCE REQUIRED \_\_\_\_\_
25. THE PROPOSER AGREES TO SAVE, DEFEND, KEEP HARMLESS AND INDEMNIFY THE COUNTY AND ALL OF ITS AGENTS AND EMPLOYEES (COLLECTIVELY THE COUNTY) FROM AND AGAINST ANY AND ALL CLAIMS, LOSS, DAMAGE, INJURY, COST (INCLUDING COURT COSTS AND ATTORNEY'S FEES), CHARGES, LIABILITY OR EXPOSURE, HOWEVER CAUSED, RESULTING FROM, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROPOSER'S PERFORMANCE OF THE AGREEMENT TERMS ON ITS OBLIGATIONS UNDER THE AGREEMENT.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDERS NAMED BELOW HAVE ADVISED THE BIDDERS OF REQUIRED COVERAGE NOT PROVIDED THROUGH THIS AGENCY.

AGENCY NAME: \_\_\_\_\_ AUTHORIZING SIGNATURE: \_\_\_\_\_

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

BIDDER'S NAME: Williamsburg Mailing Services AUTHORIZING SIGNATURE: *Jessy Garrett*





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/9/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Ownby Insurance Service Inc 400 Court Avenue P O Box 4400 Sevierville TN 37864-4400 <b>INSURED</b> Williamsburg Mailing Services, Inc P O Box 6617 Maryville TN 37802	<b>CONTACT NAME:</b> Brandon Patterson <b>PHONE (A/C, No, Ext):</b> (865) 453-1414 <b>E-MAIL ADDRESS:</b> brandon@ownbyinsurance.com <b>FAX (A/C, No):</b> (865) 453-1417													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Selective Ins Co of SC</td> <td>19259</td> </tr> <tr> <td>INSURER B: Selective Ins Co of SE</td> <td>39926</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Selective Ins Co of SC	19259	INSURER B: Selective Ins Co of SE	39926	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER E:														
INSURER F:														

**COVERAGES**

CERTIFICATE NUMBER: 15-16

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		S 1909127	11/1/2015	11/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Employee Benefits \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		S 1909127	11/1/2015	11/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ single limit \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS \$		S 1909127	11/1/2015	11/1/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC 7958733	11/1/2015	11/1/2016	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Knox County is named as additional insured with respects to general liability if required by written contract.

Bid #2432 - Pre-Dash Sort Mail Services

**CERTIFICATE HOLDER**

mike.reeves@knoxcounty.org

Knox County Procurement  
 1000 N. Central St  
 Suite 100  
 Knoxville, TN 37917

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brandon Patterson/BGP

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**Bid Number 2432**  
**Pre-Sort Mail Services**  
**Opening Date August 30, 2016**



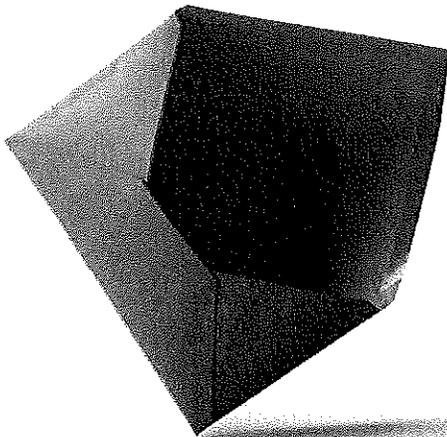
*Prepared for:*

***Knox County Procurement  
Division***

***Suite 100***

***1000 North Central Street***

***Knoxville, TN 37917***



**Sissy Garrett**

President

**Williamsburg Mailing Services, Inc.  
& Pay-Now.net**

1716 Henry G. Lane Street

Maryville, TN 37801

Phone: (865) 380-5402

Fax: (865) 380-5404

**[SGarrett@williamsburgmail.com](mailto:SGarrett@williamsburgmail.com)**





August 10, 2016

Bid Number 2432  
Knox County Procurement Division  
Suite 100  
1000 North Central Street  
Knoxville, TN 37917

To Whom It May Concern:

Thank you for your interest in our mailing services. Over the last 15 years, we have seen a tremendous growth and anticipate a continuance of further expansion of business and services in the future. Attached you will find the requested information on services and pricing. Williamsburg Mailing Services is dedicated to the provision of quality printing and mailing services for its customers, and to accomplishing its mission by:

- Responding to ever-changing mailing requirements through training of its employees and customers
- Providing a secure facility for printing and mail preparation
- Ensuring that services are provided based upon each customer's unique needs
- Reducing overhead for our customers while providing high-quality services

Williamsburg Mailing Services and its employees shall act in manner which promotes the following goals:

- To further a commitment of integrity, quality, excellence, and continuous improvement in all areas of service to our customers
- To serve the needs of our customers in a professional and secure environment
- To manage our customers resources responsibly, with creativity and vision, while being mindful of changing needs in the capacity in which we provide services

To achieve these goals, Williamsburg Mailing Services is committed to conducting all of its business activities in compliance with high ethical standards. Our employees must recognize their duties and act in accordance with this essential directive.

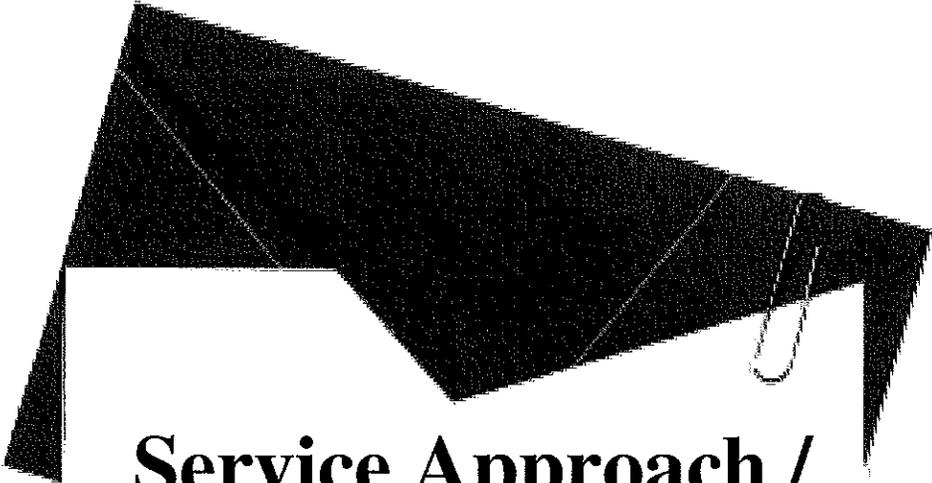
I will be checking back with you within the next week or so. In the mean time, feel free to call me with any questions at (865) 712-3889. Again, thank you for your interest in Williamsburg Mailing Services, Inc.'s services. I look forward to speaking with you soon.

Sincerely,



Sissy Garrett  
President

**Williamsburg Mailing Services, Inc.**

A graphic of a dark envelope with a white paper insert. The paper insert is slightly offset to the right, revealing the text below. A paperclip is visible on the right edge of the envelope.

# **Service Approach / Quality Control Plan**

*Prepared by:  
Phillip Vineyard, Jr.  
Computer Systems Administrator  
Production Supervisor  
1716 Henry G. Lane Street  
Maryville, TN 37801*



## **1. PROJECT DESCRIPTION**

- a. Objectives and Scope Statement
- b. Data Usage
- c. Monitoring Printing, Folding / Inserting, Metering, Pre-Sorting and Mailing
- d. Parameter Table

## **2. PROJECT ORGANIZATION AND RESPONSIBILITY**

- a. Project Manager
- b. Inserter
- c. QA Worker
- d. Postage Meter Employee
- e. First Class Sorting Initializer
- f. First Class Sorting QA Worker

## **3. QUALITY ASSURANCE / QUALITY CONTROL OBJECTIVES AND CRITERIA**

## **4. PREVENTATIVE MAINTENANCE PROCEDURES AND FREQUENCY**

## **5. QA REPORTING PROCEDURES TO MANAGEMENT**



## **I. PROJECT DESCRIPTION**

### **A. Objectives and Scope Statement**

The objectives of Williamsburg Mailing Services, Inc. as presented in this proposal are:

1. To provide quality mailing services as outlined by the customer. These services will be based upon the customer's specified goals to restructure data, print, fold / insert, pre-sort, meter and mail.
2. Provide detailed billing reports when the customer so desires.

### **B. Data Usage**

Data will be used to meet objectives 1 and 2 listed above.

### **C. Monitoring Printing, Folding / Inserting , Metering, Pre-sorting and Mailing**

All aspects of mailing (i.e.: printing, folding / inserting, metering, pre-sorting and mailing) will be monitored at the highest possible level. These practices are outlined in detail in section 2 below.

### **D. Parameter Table**

All services shall be completed and delivered to the United States Postal Services (USPS) within a 24 hour time frame (Business Days) from the when data is received.

Williamsburg Mailing Services, Inc. will monitor quality in (including but not limited to) the following areas:

- Postal compliance of addresses contained in all databases
- Printing accuracy
- Address placement in correlation with the envelope's window position
- Appropriate postage amount verification using the in-line weighing mechanisms of our postage meters
- Barcode integrity / postal compliance of the final mail piece
- Proper traying / banding



## II. PROJECT ORGANIZATION AND RESPONSIBILITY

### A. Project Manager / Data Manipulation / Printer Operator

The Project Manager (PM), Phillip Vineyard, Jr., is responsible for the overall supervision of activities associated with the project as well as data transformation, statement design, and printing. Print / data files are processed through Solimar® Print Director™ Enterprise System Manager, Rubika™ - Document Re-engineering, Objectif Lune's PlanetPress™ Suite, and Adobe Acrobat™. Due to the fact that the mail is to be commingled, the mail will be sprayed with a Postnet barcode or IMB at the point of mechanical separation and not at the printing stage. At the point of file receipt, a unique identifying number is given. This identifier follows the mail through each phase of processing. Total counts are sent to the customer prior to printing for approval. Upon customer approval, statements are printed, inserted, metered and sorted. Postage is determined at end of day due to the fact that we commingle our customers' mail in order to obtain the maximum postage discount.

The PM conducts regular staff meetings with personnel to discuss the progress of projects, problems encountered, report preparation and any other matters that affect the successful continuation of projects. The PM reviews the overall results of the analysis and approves the quality assurance / quality control (QA / QC) protocols to insure the quality of all services provided. The PM is responsible for the review and submission of all data products transmitted to the contracting customer. The PM and/or his representative (Shane Moore) participate(s) in meetings, workshops, and coordinate sessions with the contracting customer when needed or requested.

### B. Inserter Operator

The Inserter Operator is responsible for running the inserter while verifying the quality of prepared mail. This individual will complete the process of folding / inserting of statements, any required additional inserts and return envelopes (if required). Counts will be verified at this stage with printing totals to verify accuracy of insertion.

### C. Quality Assurance (QA) Inspector

The QA Inspector is responsible for verifying the quality of each mail piece as it comes off of the inserter. This individual will verify address placement, barcode placement (when present at this stage) and basic appearance / quality. The QA Inspector will then take the mail to the postage meter operator.



#### **D. Postage Meter Operator**

The Postage Meter Operator will run each piece of mail through the postage meter verifying that correct postage is placed on the mail by using the in-line weight feature present on our postage meters. As the mail comes off of the meter, each piece will be separated according to postage amount in order to correctly bill for excess postage (should any be due). The postage meter operator will then take the mail to the first class sorting initializer if the mail has not yet been sorted. If the mail has been sorted, the mail will be trayed and banded.

#### **E. First Class Sorting Initializer**

The First Class Sorting initializer will run each piece of mail (that is in need of sorting) through the sorter on the appropriate account and weight setting. This person will also verify the accuracy of barcode placement by using the United States Post Office template.

#### **F. First Class Sorting QA Worker**

The First Class Sorting QA worker will remove each piece of mail from the bin section and place it in the appropriate tray. He / she will verify that each piece of mail has a barcode and that the barcode will be considered acceptable at the post office. A QA checklist will be completed at this time. This / these employee(s) will then place a sleeve around the tray and band it in preparation for post office delivery. Following the completion of the mailing, this individual will print all paperwork relating to the mailing and complete it in duplicate to ensure accuracy.

### **III. QUALITY ASSURANCE / QUALITY CONTROL OBJECTIVES AND CRITERIA**

The Quality Assurance / Quality Control (QA / QC) program at WMS is designed to ensure that mailing services of the highest quality possible are being provided to our customers. The QA / QC program is designed with our customers in mind. This means that our customers can rest assured that we at Williamsburg Mailing Services, Inc. will track and monitor the processing of mail from the retrieval of data to the mailing of each individual mail piece.



#### **IV. PREVENTATIVE MAINTENANCE PROCEDURES AND FREQUENCY**

All equipment at Williamsburg Mailing Services, Inc. is under full maintenance. The guaranteed response time for service is 4 hours on all equipment except for the two (2) Konica Minolta 1250's, The Konica Minolta 1070c, and the Ricoh Pro 1357; which have a 2-hour maximum response time.

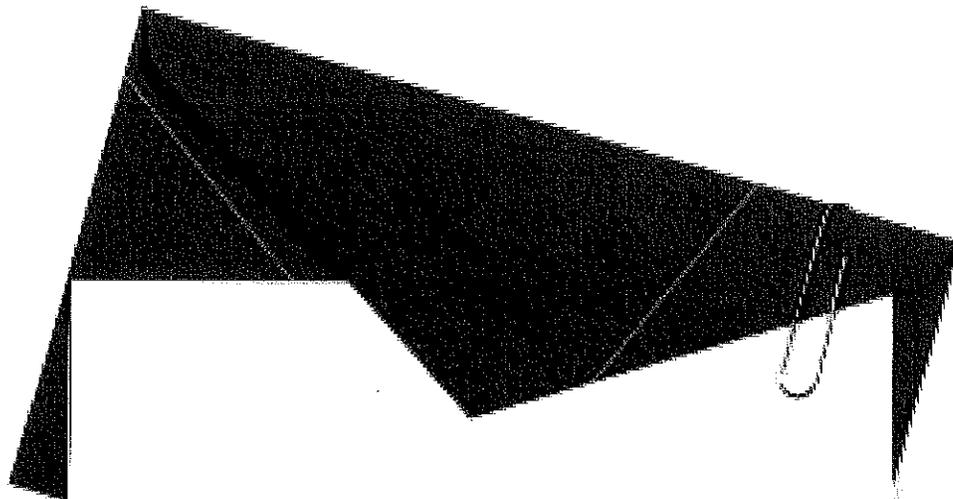
All equipment receives a full preventative maintenance session quarterly with the exception of the printers which receive full sessions every 250,000 sheets.

#### **V. QA REPORTING PROCEDURES TO MANAGEMENT**

Any problems encountered or corrective actions taken are reported to the customer verbally immediately and in writing in Quarterly Reports.

#### **VI. DISASTER RECOVERY PLAN**

Williamsburg Mailing Services, Inc. has made arrangements with a local company (Champion Industries) to ensure that in the unfortunate event of disaster, there will be no more than an eight-hour downtime. During this time frame, all normal operations will be resumed at the alternate location ensuring that all mail, including time sensitive material, will be handled with the same dedication to quality as they are at any other time. Mailing services would be completed by Williamsburg Mailing Services, Inc. employees (Not those of a third party).



# **Corporate Experience and Capacity**



## **Corporate Experience**

Williamsburg Mailing Services, Inc. began operations in 2001. We are a locally owned woman-owned business that specializes in helping other businesses and organizations with printing and mailing services. We are constantly refining our services and products to better serve our customers. By staying on top of industry trends and using advanced software and hardware, we have been a leading local company that businesses and organizations have come to know and trust over the last fifteen (15) years.

## **Corporate Capacity**

Currently, we process in excess of 120,000 pieces of mail daily. Our processing capacity stands at approximately 300,000 pieces per day (with current staffing and hardware). During the course of our operations, we have grown to meet the needs of our customers and will continue to do so in the future. In other words, as our customer base grows, and the needs of our current customers increase, Williamsburg Mailing Services will meet and exceed needed staffing and hardware requirements.

The mail industry is a continuously changing industry when it comes to services and price. Each year, Americans should be prepared to see price increases in general for mailing services when using the USPS. The USPS is looking into ways to cut costs because of deficits and while there are companies like UPS and Fed Ex, there will always be competition on the market. Businesses are going to be able to do more on their part in order to save time and money from the work of the USPS and it is up to these companies to be on top of the information and ready to make changes as soon as they happen. Innovation and enhancement of the mailing industry are going to rely on new technology, automation, and mail center equipment.

By staying on top of technology and having the right equipment to do the job, Williamsburg Mailing Services is prepared to stay on top of the changing mail industry. We are constantly looking for new ways to enhance our services. We know that cost drives companies to choose the right provider, but at the same time, the provider must prove themselves to be trustworthy and reliable. We will be purchasing equipment as it becomes available and our network of professionals is constantly looking for new cost-saving strategies and new/improved technology to implement.



# Staffing

# File Submission, Validation & Proofing Solutions

## Security and Privacy:

Williamsburg Mailing Services goes to great lengths to protect your data. Not only are our data lines secure, but our employees are licensed, bonded and signed to confidentiality contracts. With identity theft on the rise across America, we strive to exceed our customer's expectations because, quite frankly, we know at your customers expect the same.

## e-Processing Controls:

An effective document production process is dependent on a few but important critical pre-processing requirements:

- Successful receipt of data by way of multiple secure methods.
- Automated validation of such data for accuracy.
- Ability for our customers to approve rendered documents prior to processing.

## File Receipt:

Williamsburg Mailing Services automates file receipt and pre-processing without the need for manual retrieval. While most companies offer FTP or Email, many prefer to utilize a secure connection or a Web-based submission process. We can receive data via SFTP, email, or the Web, all of which will set in motion an automated process to prepare your file for production.

## Data Validation

Upon successful receipt of production files, we send out an email confirming complete receipt of the file and the specific counts received. The automation portion of our company then takes over as the file begins to run through advanced data validation audits and pre-processing steps such as creating a unique MD5SUM entry (a digital finger print) to ensure that the specific file has never been received before. This makes certain a file cannot be inadvertently printed and mailed a second time.

## Proofing

Proofing of mission-critical documents verifies data accuracy and document integrity. We automatically notify our customers when a job has been processed and is ready for approval, before being released to a printer. At this point, the job may be accepted or rejected. If rejected. Once accepted, the job is printed and processed through our secure production area.

**Authorized users can securely log into a web portal and review job and file information such as:**

- Input data
- Name & address fields
- Number of documents
- Number of pages
- Amount due for billing applications
- Actual images of each mail piece
- PDF presentment with pre-printed stock emulation

*One Seamless Solution... Pay-Now.net*

[www.WilliamsburgMail.com](http://www.WilliamsburgMail.com)

[www.Pay-Now.net](http://www.Pay-Now.net)

**Pay-Now.Net &  
Williamsburg Mailing Services, Inc.**

1716 Henry G. Lane Street  
Maryville TN 37024

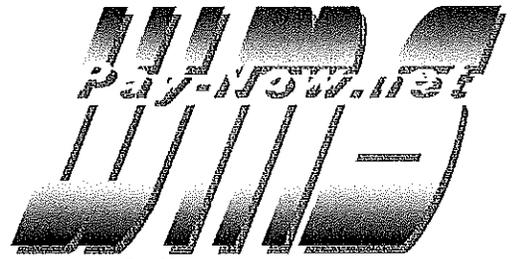
[ClientSupport@WilliamsburgMail.com](mailto:ClientSupport@WilliamsburgMail.com)

Telephone: (865) 380-5402

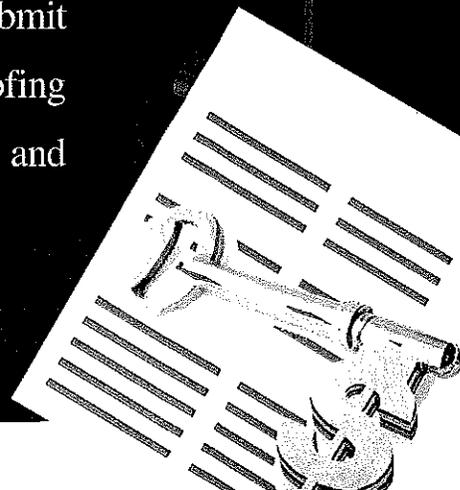
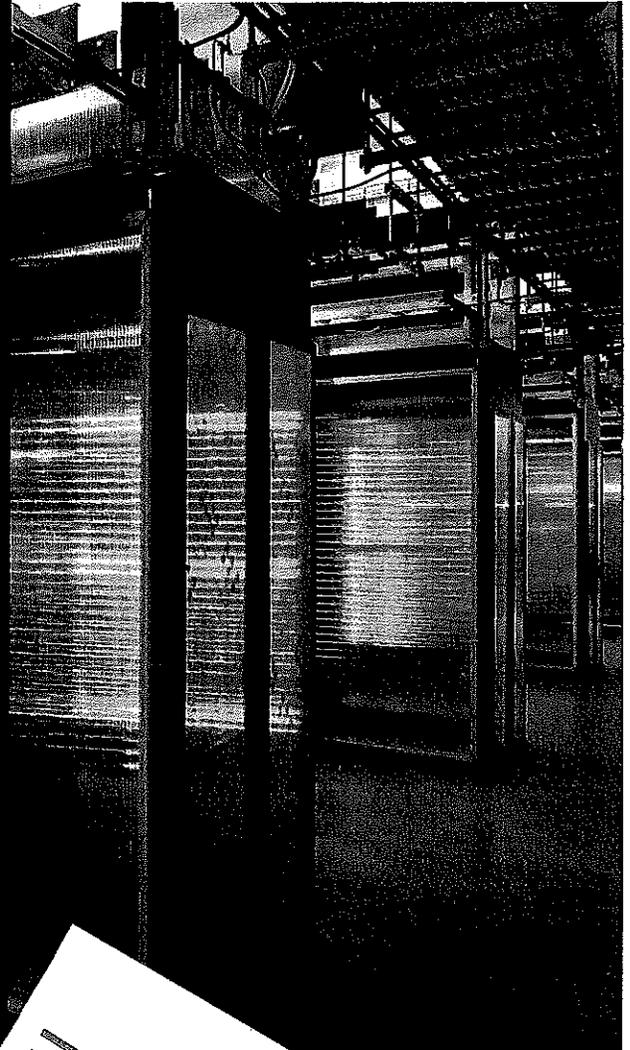
# FILE SUBMISSION VALIDATION & PROOFING

With utilization of Pay-Now.net's software, files can be securely transmitted, validated, and submitted to our production department without IT intervention.

Pay-Now.net's multiple file submission options (including secure file transfer protocol (sftp) and secure online web submission) allow you to have complete flexibility as to how you prefer to submit files. Our data validation and proofing capabilities improve quality assurance and turn-around time.



Pay-Now.net is a division of  
Williamsburg Mailing Services, Inc.



*Transforming Technology into Solutions*

# e-Delivery & Archive Solutions

## Electronic Document Presentment:

Electronic delivery of bills, statements and other high-value documents is gradually becoming the standard and is expected by many customers. But this complex process is fraught with pitfalls. With Pay-Now.net, you can use the latest technology in electronic presentment to drastically reduce your production costs by eliminating the need for consumables, expensive equipment and postage. Pay-Now.net allows you to:

- Electronically present your statements securely via rights-based security.
- Render documents with accurate underlays identical to what would have been printed.
- Securely populate a Web page on demand with either the actual data or generated documents creating a document image (PNG) or PDF.

Pay-Now.net lets you enter the world of e-presentment as an expert, using advanced security and a solution that can enable PCI (Payment Card Industry) compliance.

## Print Delivery and Presentment:

Pay-Now.net's Secure Email Presentment and Payment (MPP) solution offers an alternative to "push" e-bill delivery and settlement models. This branded interface can be customized for your company. Pay-Now.net has built in print suppression feature to help drive e-delivery for your customers in such popular formats as:

- HTML-based email with a link to a website
- HTML-based email with an attached PDF version of the mail piece
- Email with a token-based link to automatically retrieve a PDF or HTML page.
- E-Delivery of information to your customer.
- Presentment via our secure native PNG format.

## Secure Archiving:

Our customers (as well as yours) expect round-the-clock online access to statements, bills and other documents. Whether documents are archived for e-presentment, customer service, self-service or account retention and imaging, Pay-Now.net provides a way to exceed our customers' expectations and requirements by providing secure on-the-fly creation of mail pieces for presentment and viewing:

- Web-based searching GUI that can quickly locate a specific transaction or mail piece and enable viewing as a PNG in HTML or PDF.
- Ultra Secure PNG presentation to provide faster presentment and viewing with a zero footprint environment.
- Options for storing PDFs and index files for presentment and archive if on-the-fly creation is not desired.
- API supported single sign-on should your company wish to maintain its individual corporate look and feel throughout your website.

## Additional Features:

- Integrated multi-factor authentication
- Online enrolment & account monitoring
- Reporting & Disclaimer acceptance
- Cookie creation and access support
- Lost password feature
- Email address & multi-faceted account validation

*One Seamless Solution... Pay-Now.net*

[www.WilliamsburgMail.com](http://www.WilliamsburgMail.com)

[www.Pay-Now.net](http://www.Pay-Now.net)



**PayNow.Net &  
Williamsburg Mailing Services, Inc.**

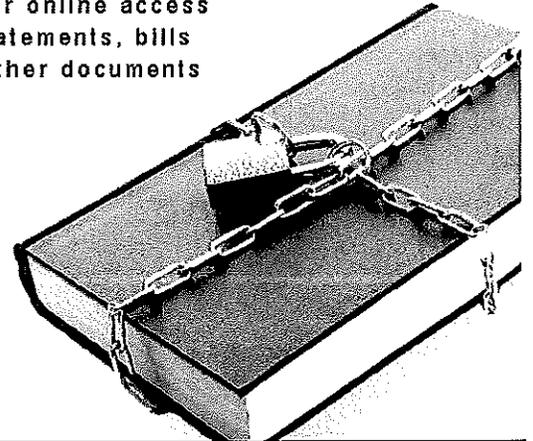
1716 Henry G. Lane Street  
Maryville TN 37024

[ClientSupport@WilliamsburgMail.com](mailto:ClientSupport@WilliamsburgMail.com)  
Telephone: (865) 380-5402



williamsburg mailing services and pay-now.net Ultra Secure  
**DOCUMENT ARCHIVAL**

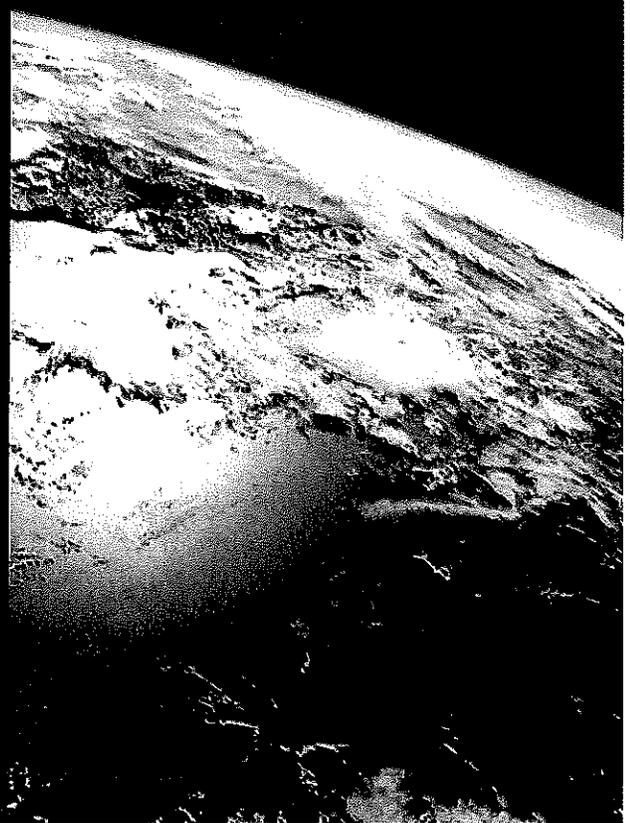
24-hour online access  
to statements, bills  
and other documents



## E-Delivery & Archive Solutions

**Pay-Now.net makes e-delivery  
a reality for essentially any  
print and mail application.**

With Pay-Now.net, each customer can control how they want to communicate in order to maximize response rates and ensure all data is delivered in the most appropriate – or most preferred way. You can meet your customer's demands for secure access and additional services without the need for costly and extensive software purchases. These options allow you to streamline your entire billing and revenue capture process to remove costly errors, while providing a full range of true multi-channel delivery choices.



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# Williamsburg Mailing Services and Pay-Now.net's Statement and Letter Services are customized to each customer's unique needs

Service Description	Previous Reading	Current Reading	AMT #	CUBIC FT Used	Factor	CCF x RTU = Therms Used	Max Rec City	Amount
1234567	1011	1022	1	100	0	0.00		14.05
Total Current Charges								14.05

**MESSAGE**

Inquire Today regarding our budgeting program

**TOTAL AMOUNT DUE: \$14.05**

Make Check Payable to USA Utility

BILL DATE	AMOUNT DUE
8/25/14	14.05
LATE AFTER	LATE AMOUNT
9/20/14	15.47

At Williamsburg Mailing Services, each customer resumes control of the methods used to communicate. This maximizes response rates and ensures that all correspondence is delivered in the most appropriate, or most preferred, way. You can meet your customer's demands for paper statements and/or electronic document presentation without the need for costly and extensive software purchases. These options will place you back in the driver's seat of your business operations.

Williamsburg Mailing Services is a woman owned business located in Maryville, TN. We value our commitment to service each customer with honesty, integrity, and professionalism. We will never recommend a service that is unnecessary and we will always look for the best and most cost effective solution for your specific needs. By utilizing our services, you can decrease payment turn-around time and maximize your USPS discounts by keeping your mail local.

## Benefits of Utilizing Our Services Include:

- ✓ Interface with ANY existing software
- ✓ Sort and Co-Mingle your finished mail pieces with those of the area's largest mailers  
*(achieving postal discounts not otherwise possible)*
- ✓ Process online and lockbox payments
- ✓ Create payment files to import and post payments processed
- ✓ Present Newsletters and other various inserts alongside electronic statements
- ✓ Save on postage expenses and turn-around time by mailing from within your state

*"...a significant member of our design team; their employees are extremely helpful and committed to providing great customer service."*

*James Marion*  
Appalachian Electric  
Cooperative

*"The design process was seamless and offered customization which wasn't offered by any of the companies we researched during the bid process. We have been very pleased (as have our customers) with the quality and timeliness of our statements."*

*Carolyn Ramsey*  
Jefferson Cocke County Utility District

Some of Our  
Customers  
Include:



865.380.5402  
www.williamsburgmail.com



# Statement & Letter Services

Printing, Inserting  
E-Delivery  
& Payment Processing

Williamsburg Mailing Services, Inc.  
and Pay-Now.net are your start-to-  
finish solution for all of your mail  
processing needs.

Document Composition

Statement Printing

Presort & Co-mingling

Electronic Document Presentment

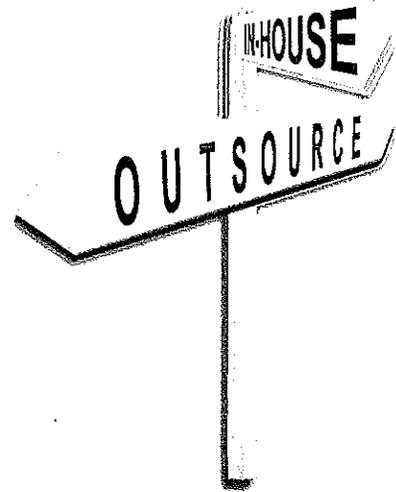
Payment Processing & Posting

Document Archival

Trans-Promotional Messaging

**Pay-Now.net**  
**WILLIS**

williamsburg mailing services, inc.



## WHO IS MAKING YOUR BUSINESS DECISIONS



**Don't let your software  
vendor dictate your options.**

Let us partner with you in  
controlling costs which are ultimately  
passed on to your customers.

865.380.5402

[www.williamsburgmail.com](http://www.williamsburgmail.com)

# Document Composition Solutions

Williamsburg Mailing Services accepts a full range of data formats without pre-processing including ASCII, EBCDIC, Text, Delimited, CSV, RTF, PDF plus many other billing data formats. Once the data is received, our comprehensive and robust software allows us to use customized business rules to create everything from simple letters to advanced statement layouts for print or electronic delivery. Best of all, your company will not incur the tremendous costs associated with performing these tasks.

Our underlay emulation enables color underlays for archive and e-delivery while suppressing them for printing. A single input file format can be used for print, email or web delivery.

Our vast array of postal regulation knowledge and our experience will save your company both time and money while decreasing the amount of space needed to create and roll out your mail piece.

## Our Value-Added Document Features:

- Conditional Messaging
- TransPromotional Marketing
- Mixed Media/finishing
- Charts & Graphs
- Intelligent Mail Barcodes
- Selective Insert Indicators
- Variable Data Population
- Conditional Form Generation
- Cross Media Insert Management

*One of our knowledgeable staff members will sit down with you and discuss your ideas and unique needs. Following the initial meeting, we will design a custom document that is in full compliance with postal regulations. This compliance increases postal discounts while speeding delivery to your customers.*

*One Seamless Solution... Pay-Now.net*

[www.WilliamsburgMail.com](http://www.WilliamsburgMail.com)

[www.Pay-Now.net](http://www.Pay-Now.net)



**Pay-Now.Net &  
Williamsburg Mailing Services, Inc.**

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Maryville TN 37024

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Telephone: (865) 380-5402

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Delivering Vital Information to Vital People



williamsburg mailing services

# DOCUMENT COMPOSITION

**Williamsburg Mailing Services is the start-to-finish solution for virtually all your print, mail and e-delivery needs.**

Williamsburg Mailing Services offers revolutionized document composition. From a single variable letter or marketing piece to a complex full color statement, our services make advanced document design quick and easy. And, we offer the only composition solution with a robust multi-channel delivery back-end, so you can communicate and deliver the way that your customers expect.

*Transforming Technology into Solutions*

# Postal & Co-Mingling Solutions

## Why Outsource?

For several years, presorting mail has proven to be an effective cost-reduction tool. However, due to strenuous postal regulations, few companies could take advantage of these savings.

Williamsburg Mailing Services makes this savings possible for any sized company. With a diverse knowledge of available USPS savings options, we can mix your mail with several of the nation's largest mailers. Their postal discounts increase your savings. This level of qualification would be unattainable if utilizing presort services within your company alone.

We offer courier services, pre-inserted mail pickup, tabbing, folding, printing, inserting, metering, sorting, daily delivery to the USPS, electronic bill presentment and payment processing. Our services are customizable and are certain to fit your company's unique needs.

## Cost Control:

With postage expenses continuing to rise, companies that pay full postage prices are facing inflated budgets. Williamsburg Mailing Services is here to help. We will assist you in controlling costs by utilizing automation processes and assuring compliance with the latest postal regulations. We can produce mail for lower costs than you can achieve on your own.

## Increase Flexibility and Efficiency

Williamsburg Mailing Services lets you achieve levels of flexibility and efficiency once thought unattainable in document production and mailing processes. No longer are you...

- Trapped having to presort jobs individually, therefore minimizing the opportunity to reach the required saturation levels for maximum postage discounts.
- Handcuffed by having to use expensive middleware or hybrid ADF workflows to combine mailing to achieve lower postage costs.
- Tying up valuable capital with an investment in MLOCR sorting equipment.
- Dependent upon your company's mail volume to achieve maximum postage savings

Williamsburg Mailing Services, Inc. is committed to providing our customers with high quality, personalized mailing services. We value our commitment to make you feel like you are our only customer. We are passionate about the services we provide. We will guarantee that we will service your account with honesty, integrity, and professionalism. We will never recommend a service that is not needed and will always look for the best and most cost effective solution for your specific needs. We are always available to assist you and answer questions regarding any mailing needs you may have.

*One Seamless Solution... Pay-Now.net*

[www.WilliamsburgMail.com](http://www.WilliamsburgMail.com)

[www.Pay-Now.net](http://www.Pay-Now.net)



**Pay-Now.Net &  
Williamsburg Mailing Services, Inc.**

1716 Henry G. Lane Street  
Maryville TN 37024

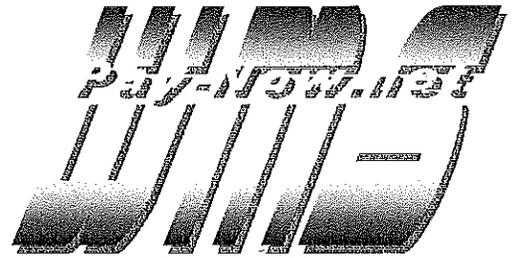
[ClientSupport@WilliamsburgMail.com](mailto:ClientSupport@WilliamsburgMail.com)

Telephone: (865) 380-5402

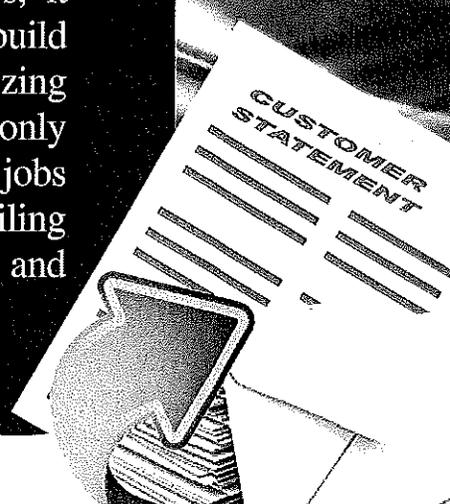
# POSTAL & CO-MINGLING

**Williamsburg Mailing Services is the single, integrated solution that puts you in control of managing your entire print and mail production workflow.**

Postage is the single largest expenditure in the print and mail process normally accounting for at least 65% of the total unit cost. Controlling this cost requires strategic planning, back-end processing flexibility, address standardization, and having sufficient presort quantities to meet specific USPS high density or saturation levels within a given delivery route or zip code. We understand that with sporadic production volumes and sometimes unreliable data transmission schedules, it can be difficult for an organization to build a cost-effective workflow for maximizing postage discounts. The problem only worsens when there are multiple small jobs to contend with. Williamsburg Mailing Services can help solve this complex and intimidating process.



Pay-Now.net is a division of  
Williamsburg Mailing Services, Inc.



*Transforming Technology into Solutions*

- **Archival Services** - Pay-Now.net offers a truly customizable archive solution which can be accessed 24 hours a day, 7 days a week. Customer Service Representatives at your company will find this offering to be an extremely valuable service which offers real-time access to all of your documents (both current and past). Not only are documents generated by Pay-Now.net visible but also, those uploaded by your staff. Users within your company will be granted privileges to these files based upon their "need to know" as decided by your company's chief officers.
- **Printing Services** - Williamsburg Mailing Services provides printing services to several of the area's largest financial institutions, utility companies, and corporate entities. Our state-of-the-art printing software places powerful print re-engineering services at our customers' fingertips. With these valuable tools, Williamsburg Mailing Services is able to modify print data on-the-fly (at run time), eliminating costly document restructuring.
  - Utilizing advanced technology, Williamsburg Mailing Services combines multi-level security and job routing/tracking with data stream transformations. This allows our customers to avoid making expensive and time-consuming changes at application level.
  - Add Value To Your Documents
    - Add conditional and Trans-Promotional marketing messages
    - Insert pages, overlays, cover letters
    - Remove pages and specific content
    - Adjust and modify content
    - Consolidate documents / Combine print runs
- **Folding and Inserting** - We offer a full range of inserting services (both mechanical and manual). Our equipment is capable of reading OMR marks, 2d dot matrix barcodes, and performing selective inserting. It will also insert up to 6 items in addition to a 2 oz. multi-page letter.
- **Metering and Permit Usage** - Williamsburg will meter all USPS mail as well as process UPS packages. We also have a registered permit number with the USPS which can be used by any of our customers.
- **Presorting & Co-Mingling Solutions** - Customers of Williamsburg Mailing Services & Pay-Now.net receive the largest postal discount available in this region. This is due to the large volume of mail processed at our secure facility each day. We are proud to service the largest mailers in the area. This translates to substantial savings for our customers. Our customers receive these discounts regardless of mail volume. Co-Mingling our customers' mail enables each of our customers to receive postage rates that would not be possible if processing their own mail.
- **Mail Courier Services** - (pickup and delivery) in Blount and surrounding counties

## About Us

*Williamsburg Mailing Services, Inc. and Pay-Now.net began operations in 2001. Since that time, we have provided services to some of the area's largest utility companies, financial institutions and healthcare providers. We are a local, woman-owned business that specializes in helping other businesses with e-presentment, payment processing, printing and mailing services. We are constantly refining our services and products to better serve our customers. By staying on top of industry trends and using advanced software and hardware, we have been a leading local company that our customers have come to know and trust over the last thirteen (13) years.*

*We would love to sit down with you to discuss some cost saving solutions and how we could partner in solving your processing complexities.*

  
Sissy Garret  
President



865.380.5402  
www.williamsburgmail.com





*Williamsburg Mailing Services and Pay-Now.net's vast array of print and mail services are a unique solution that apply lean manufacturing concepts to the process of creating, producing and delivering mission-critical print and mail communications.*

*Our services simplify and automate variable data usage, mail processing, and lower postage costs by co-mingling multiple print and mail pieces and processing them as large mail runs. Our services were designed to optimize your process and staff utilization while expanding the services that add value for your customers.*

- **Document Composition** - From a single variable letter or marketing piece to a complex full color statement, our services make advanced document design quick and easy. And, we offer the only composition solution with a robust multi-channel delivery back-end, so you can communicate and deliver important information the way that your customers expect.
- **File Submission** - Williamsburg Mailing Services automates file receipt and submission without the need for manual intervention when accepting files via SFTP, Hot Folders, or Web Upload.
- **Data Validation** - Our software automatically creates an MD5Sum or digital fingerprint for each file reducing the chance that a file can be submitted a second time. Each file is processed with rule-based validation checking account numbers, totals, missing fields, and running advanced pattern matching to ensure data integrity.
- **Proofing** - Printing never occurs until you verify the accuracy of proof files. Our proofing system gives you the ability to review fully composed documents which are exact replications of the finished product.
- **E-Delivery** - Pay-Now.net is a true multi-channel delivery and payment solution that lets you support even the most aggressive delivery needs. You can output critical documents via email, web presentment or savable PDF documents. With Pay-Now.net, end users can make payments how and when they want through multiple mediums such as online, PDA, or IVR (Intelligent Voice Recognition). Pay-Now.net also allows you to manage and synchronize multi-channel trans-promotional campaigns using inserts, variable images, and web ads, seamlessly integrated into one simple, fully automated solution.
  - Electronic delivery of bills, statements and other high-value documents is gradually becoming the standard and all but expected by many customers. But this complex process is fraught with pitfalls. With Pay-Now.net, you can use the latest technology in electronic presentment to drastically reduce your production costs by eliminating the need for consumables, expensive equipment and postage. Pay-Now.net allows you to:
    - Electronically present your statements securely via rights-based security.
    - Render documents with accurate underlays identical to what would have been printed.
    - Securely populate a Web page on demand with either the actual data or generated documents creating a document image (PNG) or PDF.
    - Pay-Now.net lets you enter the world of e-presentment as an expert, using advanced security and a solution that enables PCI (Payment Card Industry) compliance.





**Daily Mail Processing and Printing Costs**

- Williamsburg Mailing Services, Inc.'s proposed pricing is as follows:

**Daily Mail Processing**

- Pre-Sort and Barcode First Class Mail
  - 3 Digit \$0.04
  - 5 Digit \$0.05
- Pre-Sort and Barcode First Class Postcards
  - 3 Digit \$0.04
  - 5 Digit \$0.05
- Price For Inserting (Per Page) \$0.02
- Price For Folding (Per Page) \$0.015
- Price For License Plate Mailing \$0.05

**Printing**

- Printing
  - Black and White Simplex \$0.04
  - Black and White Duplex \$0.07
  - Color Simplex \$0.07
  - Color Duplex \$0.13

Postage costs will be based upon USPS 1<sup>st</sup> Class Presort rates for letters. Presorted 1<sup>st</sup> Class letters will be posted at the current USPS rate for 5 digit qualification. Excess postage due following presort will then be added to the postage price (based upon USPS qualification).

For print jobs, setup is provided at no charge.

*\* Pricing per piece will vary depending on the number of pages(if inserted by Williamsburg) and postage amounts and qualifications as set forth by the USPS*



# Pricing for:



**Daily Mail Processing**



All issues are addressed immediately. If there are questions, we should have answers. We cannot guarantee a timeframe because in the mailing industry there are many variables involved. Problems may be USPS issues (for which we cannot control the time frame it takes them to investigate and resolve). In case of any failure to perform as agreed, the customer will be notified immediately with testing results and our plan(s)/course of action

All mailing services (with the exception of large, scheduled mailings and large insert jobs at the end of the day), are processed same day and delivered to the USPS same day. All customer requests / concerns are addressed within a 24 hour period (*Business Days*) with resolution and time frame agreed upon during the response phase. All invoices are audited by 2 individuals prior to release to the customer. Invoicing is performed at monthly intervals and is released within one (1) week of billing cycle end.



Physical vulnerability assessments are performed randomly throughout the month. Data vulnerability assessments are performed quarterly (or when implementing new and/or improved data services). In the event of vulnerability, customers are notified of the situation and improved security measures are put into practice. Following new security measures being implemented, additional vulnerability assessments are performed. These situations are treated as critical.

All account records are backed up each night to tape backup and to external servers (located at Digital Crossing). In the event of data loss, backups would be restored as quickly as possible. If mail were destroyed, the customer would be notified and every effort to rectify the situation would be taken.

For jobs consisting of single use data, we access data for testing and application purposes. Once a job is complete, archive files are sent to the customer (if needed), and all data is permanently deleted from the system following a three (3) month holding period. In multiple-use applications, the data is stored on a secure server. Only employees involved in processing are permitted access to data. Files are printed in a secure facility and inserted immediately. All employee activity is monitored. Multiple-use files are located on a server with RAID-5 mirroring and can be recovered, should the files be deleted or become corrupt. When the multiple-use files are no longer needed, they are also permanently deleted from the system after a three (3) month period.

Upon a contractual agreement between Williamsburg Mailing Services and the customer, a time is scheduled to discuss any special processing requests that the customer may have. At this time, any suggestions for improved processing will be presented to the customer. These suggestions are not mandatory but, are made in hopes of increasing productivity and decreasing costs for the customer. Following this meeting, our employees will be informed of any special requirements, as well as, confidentiality as it relates to the customer. If required by the customer, our employees will be asked to sign amended confidentiality agreements. During the implementation phase, routine contact will be made with the customer to verify satisfaction, answer any questions, and address any concerns. If data services are to be provided by us, transmission and printing tests will be performed. Also, security risks will be re-evaluated and any necessary security policy updates will be made. Any required additional testing will be performed upon request.

Quality Assurance and Security are integral parts of our daily operation. All customer complaints and issues are addressed with urgency. Williamsburg Mailing Services resolves problems based upon assessment of each particular situation. We work with the customer to come to an acceptable resolution time table. Privacy and Security breaches are treated as the most critical, with an immediate response / resolution required. If an issue is related to the performance of an employee, disciplinary actions will follow. Our typical action course would be: Verbal Warning, Written Warning, Suspension, and finally Termination of employment. However, not all issues and/or problems are alike. During the process, the customer will be made aware of the resolution status. Various critical issues would warrant immediate employee termination. All non-critical issues will be resolved within a two (2) week period and the resolution (course of action); explanation(s), and details will be provided to the customer when resolution occurs.



Each customer is assigned an account manager. In addition to this manager, we have an extremely knowledgeable customer service department and highly qualified service-related employees. We realize that every customer's needs are unique. These resources would be available to any and all of our customers. We take pride in our impeccable customer service reputation.

Williamsburg Mailing Services' standard policy is for the customer to call and/or e-mail their assigned account manager with any questions or concerns. If additional service is needed, you may then contact our customer service team or local mail and statement design consultant (an employee of our company). This, of course, is standard policy. We realize that each customer's needs are unique and, if needed, we will develop a personalized account servicing process.

Customer Security is always an urgent priority within our company. We have many customers who send us sensitive information and it is absolutely critical we treat this data with security in mind. We are finding that many of the leading companies we do business with are constantly looking for ways to implement improved security processes. There are generally three areas of concern: Electronic Security, Building Security, and Employee Security.

- **Electronic Security** – When information is transmitted over the internet, it is critical that this information is protected. It is becoming a national trend to stay on top of programs and security methods to protect data. We currently have the network resources and security programming in place to ensure customers that their information is secure. Whether customers are emailing sensitive data or logging onto our secured FTP website, the data is encrypted and never given out to anyone at any time.
- **Building Security** – Customers want to know that their data is secure electronically but, it is also critical that the building security is just as strong. We have a top of the line security system at Williamsburg Mailing Services that allows for extra security. No one is allowed into the building without permission and employees must have both a manual key and an electronic coding key (FOB) to access our building. Also, no visitors are allowed into the building if we are printing or processing customer data that is sensitive, such as bank statements or personal information.
- **Employee Security** – All employees at Williamsburg Mailing Services are required to sign a confidentially agreement before they start working at our facility. They understand that the information that they will be working with is sensitive data. Our employees take pride in knowing they are responsible for company information and they make sure that your data is secure.



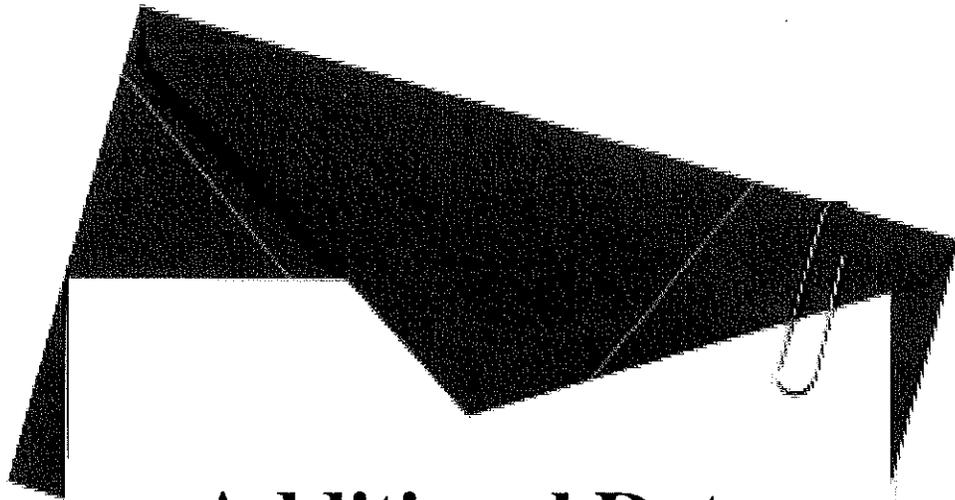
If given the opportunity, Williamsburg Mailing Services, Inc. will work with Knox County to educate your company on the mailing and printing industry and the options that accompany various services. We believe that our knowledge of the mailing process, document design, mailroom equipment, and information systems will allow Knox County to gain substantial benefits for your mail and printing needs.

Williamsburg Mailing Services, Inc. offers an array of helpful mailing services to meet your company's needs. By staying on top of the latest trends and technology, we are able to provide automated services and specialized printing that will help you save money, while also having the ability to create professional and effective documents. We have a full functioning print line that includes two (2) Konica Minolta 1250s, a Konica Minolta 1070c, and a Ricoh Pro 1357 printer. Our printers have many capabilities including sorting, stapling, duplex printing, and insertion of pages at the print level.

At the center of our business is our mailing and processing center. Anyone can mail letters, documents, and packages by taking them to the Post Office. Our company takes this service to the next level. We have the equipment and knowledge to use the most beneficial mail options from start to finish. We currently have the capability to print and read all types of barcodes. These are controlled by fonts and image scanner cameras. Some of the more popular barcodes that we print are Postnet barcodes, Intelligent Mail Barcodes (IMB/four state), optical mark recognition barcodes (OMR), 2d barcodes (Data Matrix), and 3 of 9 barcodes.

Williamsburg Mailing Services is committed to serving our customers with care and to providing a personal touch to our services. We value our commitment to make you feel like you are our one-and-only customer. We are passionate about the quality of the services we provide. We will guarantee you that we will service your account with honesty, integrity, and professionalism. We will never recommend a service that is not needed and will always look for the best and most cost effective solution for your specific needs. We are always available to assist you and answer questions regarding any mailing needs you may have.

We go to great lengths to protect our customers' confidential information. We will guarantee to work closely with the security team of your current provider to ensure that any data transfer is securely handled. We can offer and implement encryption, secure transfers, and physical security to all data transfers that need to occur. We make it a point to always have a form of encryption for every data transaction that occurs in our facility and follow that same strategy when working with your current provider to transfer data into our facility and/or system.



# **Additional Data & Information**



## Jefferson-Cocke County Utility District

April 22, 2013

To Whom It May Concern:

I am pleased to have the opportunity of providing a reference for Williamsburg Mailing Services, Inc. Over the last two years, they have provided our company with statement printing and mailing. Last year, we also took advantage of the online bill presentation and payment processing services provided by Williamsburg (also known as Pay-Now.net). We have found their services to be very customer-oriented and easily adaptable to our specific needs. During our transition to their services, Williamsburg worked diligently in ensuring that our expectations and needs were met and/or exceeded. The design processes was seamless and offered customization which wasn't offered by any of the company's we researched during the bid process. We have been very pleased (as have our customers) with the quality and timeliness of our finished statements.

During my relationship with Williamsburg, I have found their company to offer excellent customer service. All questions and concerns have been addressed with the highest integrity and professionalism. Feel free to contact me with any questions you may have.

Sincerely,

Carolyn Ramsey  
Jefferson Cocke County Utility District  
122 Highway 25E  
Newport, TN 37821  
(423) 623-3069



CLEAN, DEPENDABLE NATURAL GAS  
122 HIGHWAY 25E • NEWPORT, TN 37821



## APPALACHIAN ELECTRIC COOPERATIVE

P.O. Box 710  
Jefferson City, Tennessee 37760-0710  
(865) 475-2032 • (865) 828-6225 • (423) 580-4755

April 19, 2013

To Whom It May Concern:

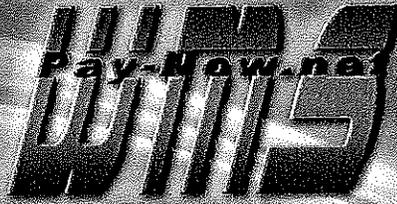
Appalachian Electric Cooperative is pleased to provide a letter of reference for Williamsburg Mailing Services. We began working with Williamsburg over one year ago on the setup, design and implementation of our statement billing project.

Their Production Manager, Philip Vineyard, was a significant member of our design team. Without Philip's contribution, our conversion from postcard bills to full page statements would not have gone so smoothly. We went live last July and have been very pleased with the service Williamsburg provides. Their employees are extremely helpful and committed to providing great customer service.

Sincerely,

A handwritten signature in black ink, appearing to read "James Marion".

James Marion  
Director of Information Technology



CITIZENS  
NATIONAL  
BANK

November 25, 2008

To Whom It May Concern:

We have been using Williamsburg Mail for mail services for 3 years and are very happy with their services. They are always prompt and diligent in pickup and delivery of our mail. Their employees have always been courteous and professional as well. In January of 2008 we also contracted with Williamsburg for the printing and delivery of our customer account statements. Any issues that developed during the setup were quickly addressed to our satisfaction. Williamsburg has always been attentive and sincere in providing the best customer service to us.

Sincerely,

Pamela S. Ihli  
VP/Information Systems Officer



P.O. Box 4610 • Sevierville, Tennessee 37864-4610  
(865) 453-9031 • FAX (865) 429-7599 • Email bank@cnbn.com

Member  
FDIC



**Clayton**  
**HOMES**  
*"We Build Dreams"*

April 23, 2004

To Whom It may concern:

I would like this letter to serve as my letter of recommendation for your company to establish a business relationship with Williamsburg Mailing Service. To my knowledge, Clayton Homes has been using Williamsburg Mailing Service for two years. I have personally had a relationship with Williamsburg Mailing Service and it's president Sissy Garrett for 1 year now.

For the last two years, Williamsburg Mailing Service has processed all of our "bulk" mail. They pickup and process between 2000 and 5000 mail pieces every day. Once every month, they pickup and process over 50,000 mail pieces.

When I was asked to step in & manage a project for a 10,000-piece mailer, I requested bids from several mail houses to print and process the mail piece. Not only did Williamsburg have the lowest bid, but they also turned the bid in quicker than the other vendors and promised a shorter turn-around time. I chose Williamsburg and they delivered on their promised price & turn-around time.

The last project that Sissy & I worked together on was a 107,000-piece mailer that used two different letters & two sets of data. The total # of pages that they printed was 228,000. Williamsburg turned this mail piece around in just a few days.

I wished that all of my vendors could deliver on their promises the way that Sissy Garrett and Williamsburg Mailing Service does. It is a pleasure to work with them.

Sincerely,

John Knight  
IS Operations Manager

BOX 9790 • MARYVILLE, TENNESSEE 37802 • 865 / 380-3000



**BLOUNT COUNTY PURCHASING**

**Blount County Courthouse, 385 Court Street, Maryville, Tn 37804-5906**  
**865-273-5740 Fax 865-273-5746**

March 24, 2010

To Whom It May Concern:

Blount County Government works with Williamsburg Mailing Services on a daily basis. Williamsburg handles our outgoing mail at four of our locations which include the Sheriff's Office, Environmental Health Office, Blount County School's Central Office and the Blount County Courthouse.

We have been very pleased with the service we get from Williamsburg, not only depending on them for our outgoing mail, but for any special mailings we may have. The Trustee's Office and the Property Assessor's office have a high volume of tax notices that need special attention to be picked up, processed and mailed in a timely manner.

Sissy Garret has always been available to answer any questions we may have. If a department has a special mailing request Sissy has been known to go to their office to evaluate what they need and let them know the best way to handle that mailing.

Williamsburg Mailing Services has a very nice facility to process mail and dependable vehicles and drivers. Blount County has been very pleased with their services.

Sincerely,

A handwritten signature in cursive script that reads "Sherry Valentine".

Sherry Valentine  
Blount County Government  
Purchasing Department  
865-273-5740  
[svalentine@blountitn.org](mailto:svalentine@blountitn.org)



## **BUSINESS REFERENCES**

### **Appalachian Electric Cooperative**

Conard Frye  
P.O. Box 400  
New Market, TN 37820  
(865) 475-2032

### **City of Maryville Utilities**

Ralph Goodson  
412 West Broadway  
Maryville, TN 37801  
(865) 273-3900

### **Jefferson City Water**

Jon Johnson  
P.O. Box 530  
Jefferson City, TN 37760  
(865) 475-9071

### **Hawkins County Gas**

Kay Wilson  
P.O. Box 667  
Rogersville, TN 37857  
(423) 272-8841

### **Team Health**

Debbie Cline  
3429 Regal Drive  
Alcoa, Tennessee 37701  
(865) 292-3000

### **Dandridge Water Management Facility**

Lisa Alexander or Mike Norton  
P.O. Box 68  
Dandridge, TN 37725  
(865) 397-3696

### **Clayton Vanderbilt Mortgage**

Dennis Ogle  
P.O. Box 9800  
Maryville, Tennessee 37802  
(865) 380-3000

### **Shady Grove Utility District**

Mike Jones  
P.O. Box 830  
Dandridge, TN 37725  
(865) 397-3790

### **Elavon Corporation**

Jim Cash  
7300 Chapman Highway  
Knoxville, Tennessee 37920  
(865) 403-8465

### **21<sup>st</sup> Mortgage**

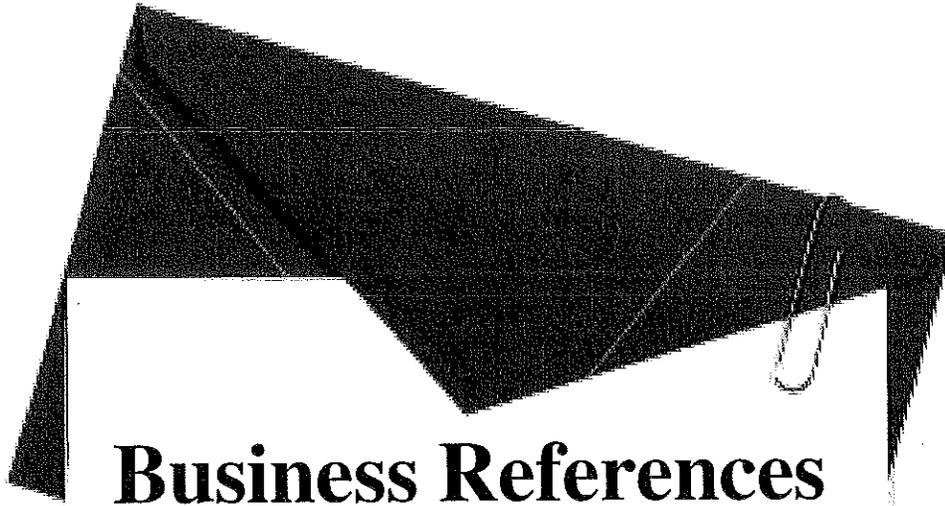
Ryan Smith  
P.O. Box 477  
Knoxville, TN 37901  
(800) 955-0021 (ext: 1532)

### **Citizen's National Bank**

Pam Ihli  
200 Forks of the River Pkwy  
Sevierville, TN 37862  
(865) 453-9031

### **Jefferson Cocke County Utility District (JCCUD)**

Carolyn Ramsey  
122 Highway 25E  
Newport, TN 37821



## **Business References & Letters of Reference**



## **Staffing**

Williamsburg Mailing Services, Inc. has adopted an extensive training program in an effort to provide our customers with optimal service. Each employee undergoes multiple interviews, testing and training prior to employment with Williamsburg Mailing Services, Inc. Employees of Williamsburg Mailing Services, Inc. are bound to a stringent confidentiality agreement during the course of and after employment with our company. In an effort to insure proper service to our customers, Williamsburg Mailing Services cross-trains all employees and rotates them quarterly. During the course of our operations, this has proven to be an effective plan of action in guaranteeing the production, processing, and quality assurance that we provide to each customer.

### **Project Manager / Data Manipulation / Printer Operator**

Phillip Vineyard is currently in this position with our company. He has been with Williamsburg Mailing Services since January 2003 (with the exception of a brief period). He is currently under contract with our company. Mr. Vineyard has been trained extensively in the following applications: Solimar® Print Director™ Enterprise System Manager, Rubika™ - Document Re-engineering, Objectif Lune's PlanetPress™ Suite, Adobe Acrobat™, Satori™, various Microsoft applications, Peachtree Accounting™, and QuickBooks. He is constantly pursuing training in the latest postal regulations and software changes. He has extensive computer programming training. He has also undergone training for the following: MCSE (Microsoft Certified Systems Engineer), MCDBA (Microsoft Certified Database Administrator), MOUS (Microsoft Office User Specialist Certification), and various SQL, Cisco and Oracle certifications.

Danielle Reggio is currently the assistant to this position. Ms. Reggio has been with Williamsburg for the last year. She is a graduate of Maryville College. In the event of Mr. Vineyard's absence, Ms. Reggio has been trained extensively to perform Mr. Vineyard's job. Ms. Reggio also participates in regular postal regulation and software training.

### **Other Production Employees**

All other production employees have been with our company for four-plus (4+) years. Many of these employees have been with Williamsburg Mailing Services for the last fifteen (15) years. As stated above, cross-training and rotation are effective tools in maintaining the degree of high-quality services that our customers have come to expect.

**Attachment "C"**  
**Certificate of Insurance**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/9/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ownby Insurance Service Inc 400 Court Avenue P O Box 4400 Sevierville TN 37864-4400	CONTACT NAME: Brandon Patterson	
	PHONE (A/C, No, Ext): (865) 453-1414 FAX (A/C, No): (865) 453-1417 E-MAIL ADDRESS: brandon@ownbyinsurance.com	
INSURED Williamsburg Mailing Services, Inc P O Box 6617 Maryville TN 37802	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Selective Ins Co of SC	19259
	INSURER B: Selective Ins Co of SE	39926
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 15-16 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			S 1909127	11/1/2015	11/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Employee Benefits \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			S 1909127	11/1/2015	11/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ single limit \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			S 1909127	11/1/2015	11/1/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	WC 7958733	11/1/2015	11/1/2016	PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Knox County is named as additional insured with respects to general liability if required by written contract.

Bid #2432 - Pre-Dash Sort Mail Services

OFFICIAL FILE DOCUMENT

CERTIFICATE HOLDER mike.reeves@knoxcounty.org Knox County Procurement 1000 N. Central St Suite 100 Knoxville, TN 37917	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Brandon Patterson/BGP
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**AGENDA COMMITTEE MEETING**

**41.**

**Meeting Date:** 10/05/2016  
**Requested By:** Denise Edsell,  
FORENSIC  
CENTER  
**Department:** FORENSIC CENTER  
**Requires Expenditure of Funds:** NO **Funded in Current Budget:** YES  
**Appropriation Required:** NO

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Information

**CAPTION**

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Memorandum of Understanding between the Knox County Regional Forensic Center (RFC) and Appalachia HIDTA for purpose of collaboration between the organizations and specifically detail the relationship utilizing AHIDTA's Public Health Analyst at the RFC to address drug related activities and deaths.  
*(Forensic Center)*

---

Attachments

Cover Sheet

MOU Between RFC and AHIDTA



**CHIEF MEDICAL EXAMINER'S OFFICE**

Knox County Regional Forensic Center  
2761 Sullins Street, Knoxville, TN 37919

**SUMMARY OF CONTRACT APPROVAL NATURE OF CONTRACT:**

MOU between the Knox County Regional Forensic Center (RFC) and Appalachia HIDTA for purpose of collaboration between the organizations and specifically detail the relationship utilizing AHIDTA's Public Health Analyst at the RFC to address drug related activities and deaths. It is planned for the AHIDTA Public Health Analyst to spend at least 20% of their time at the RFC working on joint projects and projects for the RFC.

**PURPOSE OF NEED:**

This MOU will provide the structure for collaboration between the organizations. In addition, the RFC will provide space for the AHIDTA's Public Health Analyst at the RFC for the RFC's utilization. This is a no-cost relationship where the RFC utilizes the services of AHIDTA's Public Health Analyst. The organizations agree to share aggregate, non-identifiable data. In addition, the organizations may share individual, identifiable data on certain projects with appropriate data agreements in place. The intent of the collaboration is to work toward the production of data/information for the purposes of educating partners and other interested parties on drug related deaths. In addition, the organization's collaboration will seek grants for the purposes of enhancing their capabilities for detecting and reporting drug related deaths.

**HISTORY OF CONTRACT:** NEW  RENEWAL  AMENDMENT

**STATEMENT OF SUPPORT:** Dr. Mileusnic and I support this contract.

SENIOR DIRECTOR SIGNATURE:  DATE: 9/19/16

Date Sent: to Law Office 9/19/16 to Mayor \_\_\_\_\_

Date Needed: \_\_\_\_\_

Place on Commission Agenda (NEW  RENEWAL  AMENDMENT  )

Signature only (sub-contract of an already approved contract, affiliation, or MOU)

phone 865.215.8000 • fax 865.215.8001

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE KNOX COUNTY REGIONAL FORENSIC CENTER**  
**AND THE APPALACHIA HIDTA**

This Agreement is made this day of November 1, 2016, by and between the Knox County Regional Forensic Center, hereinafter referred to as the "KCRFC" and the Appalachia High Intensity Drug Trafficking Area, hereinafter referred to as the "AHIDTA". And, will collectively be known as "Organizations" within this document.

Whereas, it is to the mutual benefit of the Organizations to collaborate on projects especially those centered around drug use, education, data, deaths, and trafficking, the parties have agreed to the terms and provisions set forth below:

- I. Purpose – The purpose of this Agreement shall be to outline the collaboration between the Organizations and specifically detail the relationship utilizing AHIDTA's Public Health Analyst at the KCRFC.
  - i. This is a no-cost relationship between the Organizations when the RFC utilizes the services of the AHIDTA's Public Health Analyst. However, the Organizations may share costs for activities done in collaboration, individually pay for projects, may apply jointly or separately for grants based on collaborative work, etc.
  - ii. The Organizations agree to share aggregate, non-identifiable data. In addition, the Organizations may share individual, identifiable data on certain projects. If individual, identifiable data is shared, the owner of the data will specify conditions for sharing, securing, maintaining privacy, and the use of the data within the Organizations through an agreed upon document produced at the time of sharing.
  - iii. The intent of the collaboration is to work toward the production of data/information for the purposes of educating partners and other interested parties on drug related deaths. This education could take such forms as, but not limited to: presentations locally, regionally, and at conferences; publications; reports; etc.
  - iv. The Organization's collaboration also will seek grants for the purposes of enhancing their capabilities for detecting and reporting drug related deaths.

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE KNOX COUNTY REGIONAL FORENSIC CENTER,  
AND THE APPALACHIA HIDTA

- II. Terms and Conditions – Pursuant to the above-stated purpose, the Organizations agree as follows:
- A. Term – The term of this Agreement shall be from November 1, 2016 through October 31, 2021.
  - B. Project Selection – the KCRFC Senior Director and the AHIDTA Director will agree to projects done in collaboration.
  - C. Data/Information - the KCRFC Senior Director and the AHIDTA Director are responsible for clearing the use and release of data or information for their organization. KCRFC and AHIDTA will utilize the data/information from the collaboration to work towards the creation of joint documents to educate and inform its partners and other interested parties. In addition if there is a joint project utilizing their data or producing data or information, they each have to approve the release of that data/information prior to its release and both organizations will be cited in announcements, publications, presentations, etc.
  - D. The AHIDTA’s Public Health Analyst working at the KCRFC facility will be required to sign a confidentiality, as well as other applicable documents for access to the facility and data, and adhere to KCRFC policies.
  - E. Either party may terminate this Agreement upon giving thirty (30) days written notice to the other party.
  - F. This Agreement may be renewed annually with written approval of all parties for a total term of five (5) years.
  - G. Specific Responsibilities – The following duties shall be the specific responsibility of the designated party:
    - i. KCRFC agrees to provide the following:
      - a) Office space for the AHIDTA’s Public Health Analyst to work at the facility.
      - b) Access for the AHIDTA’s Public Health Analyst (building, IT system, and project data).
      - c) Project ideas and support for the AHIDTA’s Public Health Analyst involvement in projects conducted at the KCRFC.
      - d) Provide emergency medical treatment to the AHIDTA’s Public Health Analyst if needed for illness or injuries suffered during their time at the

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE KNOX COUNTY REGIONAL FORENSIC CENTER,  
AND THE APPALACHIA HIDTA

facility. KCRFC defines emergency services as CPR and evaluation for 911 services. Such treatment shall be at the expense of the individual treated.

- ii. AHIDTA agrees to provide the following:
  - a) Public Health Analyst to work on collaborative projects at the KCRFC facility.
  - b) Project ideas and support for the AHIDTA's Public Health Analyst in collaborative projects at the RFC.
  - c) Access for the KCRFC to data, IT programs, and other support items for collaborative projects.
  - d) Support in creating partnerships and coordinating efforts between KCRFC and local/regional law enforcement, public safety, and other agencies.

H. Mutual Responsibilities – The parties shall cooperate to fulfill the following mutual responsibilities:

- 1. Each party shall comply with all federal, state and municipal laws, advice, rules and regulations which are applicable to the performance of this Agreement, which shall include but not be limited to:

HIPAA Requirements: To the extent required by federal law, the parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including without limitation, the federal privacy regulations, the federal security standards, and the federal standards for electronic transactions, all collectively referred to herein as "HIPAA Requirements." The parties agree not to use or further disclose any Protected Health Information or individually identifiable Health Information, other than as permitted by HIPAA Requirements and the terms of the Agreement.

Each party will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

- 2. The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE KNOX COUNTY REGIONAL FORENSIC CENTER,  
AND THE APPALACHIA HIDTA

Rehabilitation Act of 1973, Executive Order 11, 246, the Americans with Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.

The parties also agree to take affirmative action to ensure applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, age, disability, veteran status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.

3. The confidentiality of decedent records shall be maintained at all times.
- I.
- Miscellaneous Terms – The following terms shall apply in the interpretation and performance of this Agreement:
1. The delay or failure of performance by either party shall not constitute default under the terms of this Agreement, nor shall it give rise to any claims against either party for damages. The sole remedy for breach of this Agreement shall be immediate termination.
  2. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.
- J. Points of Contact for MOU oversight and communication:

Knox County Regional Forensic Center Mr. John Lott, Senior Director 2761 Sullins Street Knoxville, TN 37919 O: 865-215-8028 F: 865-215-8020 <a href="mailto:john.lott@knoxcounty.org">john.lott@knoxcounty.org</a>	Appalachia HIDTA Mr. Vic Brown, Executive Director 400 S. Main Street, FL 3 London, KY 40741 O: 606.877.2110 C: 606.260.3151 <a href="mailto:brownv@ahidta.org">brownv@ahidta.org</a>
--	---

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE KNOX COUNTY REGIONAL FORENSIC CENTER,  
AND THE APPALACHIA HIDTA

In witness whereof, the parties, through their authorized representatives, have affixed their signatures below.

**Knox County Regional Forensic Center**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Appalachia HIDTA**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Contract No.: 16-504

APPROVED AS TO LEGAL FORM

  
\_\_\_\_\_  
DATE: 2/29/16

Knox County Law Director

**KNOX COUNTY, TENNESSEE**

\_\_\_\_\_  
DATE: \_\_\_\_\_

TIM BURCHETT

KNOX COUNTY MAYOR

**AGENDA COMMITTEE MEETING**

**42.**

**Meeting Date:** 10/05/2016  
**Requested By:** Kay McClain,  
JUVENILE  
SERVICE CENTER  
**Department:** JUVENILE SERVICE CENTER  
**Requires Expenditure of Funds:** NO **Funded in Current Budget:** NO  
**Appropriation Required:** NO

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Information

**CAPTION**

Consideration of a Resolution of the Commission of Knox County, Tennessee authorizing the acceptance of Title I funding in the amount of \$92,296.00 through the Tennessee Alliance for Children and Families for programs that enhance and support the educational needs of children and youth transitioning from the Richard L. Bean Juvenile Service Center to the local school system. No local match required.  
*(Juvenile Service Center)*

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**AGENDA COMMITTEE MEETING**

**43.**

**Meeting Date:** 10/05/2016  
**Requested By:** Kay McClain,  
JUVENILE  
SERVICE CENTER  
**Department:** JUVENILE SERVICE CENTER  
**Requires Expenditure of Funds:** NO **Funded in Current Budget:** YES  
**Appropriation Required:** NO

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Information

**CAPTION**

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a grant contract between the State of Tennessee Department of Health and Richard L. Bean Juvenile Service Center in the amount of \$67,100.00 for the provision of planning, development, and programmatic oversight for Human Immunodeficiency Virus (HIV) infection and acquired immunodeficiency syndrome (AIDS) screening services. No local match required.  
*(Juvenile Service Center)*

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**AGENDA COMMITTEE MEETING**

**44.**

**Meeting Date:** 10/05/2016

**Requested By:** Jolie Bonavita,  
COUNTY  
COMMISSION

**Department:** COUNTY COMMISSION

**Requires Expenditure of Funds:** Funded in Current Budget:

**Appropriation Required:**

---

Information

**CAPTION**

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a contract amendment with DataBank to begin a document management system for 4th Circuit, Criminal Sessions, and Criminal Court Clerk's offices. **(DEFERRED FROM SEPTEMBER)**

*(Criminal, General Sessions and Fourth Circuit Court Clerk)*

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**AGENDA COMMITTEE MEETING**

**45.**

**Meeting Date:** 10/05/2016  
**Requested By:** Kathy Cate, LAW DEPARTMENT  
**Department:** LAW DEPARTMENT  
**Requires Expenditure of Funds:** NO **Funded in Current Budget:** NO  
**Appropriation Required:** NO

---

Information

CAPTION

Spread of Record the Knox County Mayor's order appointing James Spitzer to the Northeast Knox Utility District Board of Commissioners. (Law Department)

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Attachments

Order of Mayor

**ORDER OF THE KNOX COUNTY MAYOR**  
**APPOINTING UTILITY DISTRICT COMMISSIONER**

**IN RE:** )  
 )  
**COMMISSIONER APPOINTMENT** )  
**FOR THE NORTHEAST KNOX** )  
**UTILITY DISTRICT OF KNOX** )  
**COUNTY, TENNESSEE** )

Upon certification by the Board of Commissioners of the Northeast Knox Utility District of Knox County, Tennessee, certifying an upcoming vacancy on said Board of Commissioners by the expiration of the term of James Spitzer, and certifying a list of three names nominated for appointment to fill such vacancy in accordance with T.C.A. § 7-82-307(a);

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, AS FOLLOWS:**

(a) That James Spitzer is hereby reappointed to the Board of Commissioners of the Northeast Knox Utility District of Knox County, Tennessee, to serve a four (4) year term expiring October 10, 2020. James Spitzer took the oath of office on September 27, 2016, a copy of which is attached hereto as Exhibit A.

(b) That a copy of this Order shall be entered into the minutes of the Knox County Commission as required by T.C.A. § 7-82-307(a)(4), and that a certified copy of this Order shall be provided to the Northeast Knox Utility District Board of Commissioners and the appointee as required by T.C.A. § 7-82-307(a)(4).

(c) That this Order shall be kept by the Knox County Clerk as a permanent record of Knox County, and the Knox County Clerk shall issue certified copies of this Order as shall be requested.

**ENTERED** this 29 day of September, 2016.



---

TIM BURCHETT  
KNOX COUNTY MAYOR



**Oath of Office  
of  
Northeast Knox Utility District of Knox County**

I, James Spitzer, do solemnly swear that I will execute the duties of the office of NORTHEAST KNOX UTILITY DISTRICT COMMISSIONER of Knox County, Tennessee to which I have been appointed and which I am about to assume, without prejudice, partiality, or favor to the best of my skill and ability. I further swear that I will support the Constitution of the State of Tennessee and the Constitution of the United States, so help me God.

  
James Spitzer

Subscribed and sworn to before me this 27<sup>th</sup> day of September, 2016.



TIM BURCHETT  
Knox County Mayor



EXHIBIT A

**AGENDA COMMITTEE MEETING**

**46.**

**Meeting Date:** 10/05/2016  
**Requested By:** Bettyjo Mahan,  
METROPOLITAN  
PLANNING COMMISSION  
**Department:** METROPOLITAN PLANNING COMMISSION  
**Requires Expenditure of Funds:** NO **Funded in Current Budget:** NO  
**Appropriation Required:** NO

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Information

CAPTION

Request of Metropolitan Planning Commission to adopt the 2016 Southwest County Sector Plan update. COMMISSION DISTRICTS 3, 4, & 5. MPC Action: Adopt the 2016 Southwest County Sector Plan, also amending the Knoxville-Knox County General Plan 2033, and recommend the Knox County Commission also adopt the plan.

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Attachments

2016 SW Co Sector Plan 9-C-16-SP

**METROPOLITAN PLANNING COMMISSION  
REPORT OF RECOMMENDATION**

9/21/2016 09:04 AM

FILE NUMBER: 9-C-16-SP

*APPLICANT:* METROPOLITAN PLANNING COMMISSION

*APPLICANT'S REQUEST:* 2016 Southwest County Sector Plan Update

*MPC ACTION:* **Adopt the 2016 Southwest County Sector Plan, also amending the Knoxville-Knox County General Plan 2033, and recommend the Knox County Commission also adopt the plan.**

*MPC VOTE COUNT:* 15-0

*DISTRICTS:* Commission Districts 3, 4, & 5

*MPC HEARING ON:* 9/8/2016

*PUBLISHED IN:* News-Sentinel

*DATE PUBLISHED:* 8/5/2016

*LEGISLATIVE HEARING ON:* 10/24/2016

*PUBLISHED IN:* News-Sentinel

*DATE PUBLISHED:* 9/16/2016

*APPLICANT'S ADDRESS:* Gerald Green, M C  
400 Main St.  
Knoxville, TN 37902

*LEGISLATIVE BODY:* Knox County Commission



## MEMORANDUM

Agenda Item # 8

**Date:** August 29, 2016  
**To:** Planning Commission  
**From:** Gerald Green, Executive Director  
**Prepared By:** Jeff Archer, Principal Planner  
**Subject:** Southwest County Sector Plan and Amendments to the General Plan  
**File No:** 9-C-16-SP

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### **STAFF RECOMMENDATION**

**APPROVE THE 2016 SOUTHWEST COUNTY SECTOR PLAN, ALSO AMENDING THE KNOXVILLE-KNOX COUNTY GENERAL PLAN 2033.**

### **BACKGROUND**

MPC staff completed the 2016 Southwest County Sector Plan update that amends the previously adopted 2005 Southwest County Sector Plan and the General Plan. The major sections of the plan include land use, community facilities, green infrastructure, historic resources, transportation, and five and fifteen year improvements.

The public engagement process included the use of a survey (approximately 248 responses), three neighborhood and five community meetings (approximately 300 attendees).

Summarized below are highlights of the plan recommendations:

- The land use section of the plan contains a mixed-use special districts (MU-SD), located along Kingston Pike, Parkside Drive, and Peters Road. This MU-SD comprises 684 acres. The recommendations include encouraging redeveloping the existing commercial strips into a higher intensity mixed use developments. These type of developments would provide more housing choices and new employment and retail opportunities. The implementation of this recommendation may be made possible through application of the Mixed Use District standards being drafted by staff or may require creation of a new zoning district.
- The land use section also implements the standard sector plan land use classification system. The biggest change in using the new land use classifications resulted in a reduction of general commercial. The more specific classifications take scale and location into account such as neighborhood, community, and regional commercial designations.
- The land use section recommends strategies to preserve the rural areas with conservation subdivisions, large lot agricultural zoning. A new rural retreat ordinance is also recommended. The implementation of these recommendations would require new development standards
- The need to study Northshore Drive – addressing congestion, greenway, and bike lanes.
- The five and fifteen year improvement section summarizes the recommendations contained within the plan sections and includes a responsible, lead agency.

### **SCHEDULE**

If approved by the Metropolitan Planning Commission, the plan update will be scheduled for adoption by the Knoxville City Council on October 11<sup>th</sup> and October 25<sup>th</sup>, and by the Knox County Commission on October 24<sup>th</sup>.

### **ATTACHMENTS**

Draft 2016 Southwest County Sector Plan

**KNOXVILLE-KNOX COUNTY  
METROPOLITAN PLANNING COMMISSION  
A RESOLUTION ADOPTING THE SOUTHWESTWEST COUNTY SECTOR PLAN  
AND AMENDING THE KNOXVILLE / KNOX COUNTY GENERAL PLAN**

*WHEREAS, the Knoxville-Knox County Metropolitan Planning Commission, a regional planning commission established pursuant to state statute, has the duty to make and adopt plans for the physical development of the City of Knoxville and Knox County; and*

*WHEREAS, the Metropolitan Planning Commission staff prepared a background report, containing an inventory of existing conditions and trends regarding the sector; a summary of citizen input; and provided amendment recommendations updating the 2005 Southwest County Sector Plan and Knoxville-Knox County General Plan 2033; and*

*WHEREAS, the 2016 Southwest County Sector Plan is consistent with the plan maps and policies of the Farragut-Knoxville-Knox County Growth Policy Plan, maintaining the Urban Growth Boundaries, Planned Growth Areas and Rural Areas of the Growth Policy Plan; and*

*WHEREAS, the 2016 Southwest County Sector Plan is consistent with the goals of the Knoxville-Knox County General Plan 2033, including those related to the development of a strong economy, provisions for transportation choices, development and enhancement of neighborhoods, communities and corridors, strategic investments, and protection of historic resources and water quality; and*

*WHEREAS, the Metropolitan Planning Commission staff held five public meetings and conducted a citizen survey to solicit public input and incorporated the input into this plan; and*

*WHEREAS, the 2016 Southwest County Sector Plan includes recommendations concerning land use, transportation, community facilities, green infrastructure, historic resources, and includes a five and fifteen year plan with proposed implementation methods, including capital improvements.*

**NOW, THEREFORE, BE IT RESOLVED BY THE KNOXVILLE-KNOX COUNTY METROPOLITAN PLANNING COMMISSION:**

**SECTION 1:** The Commission hereby adopts the 2016 Southwest County Sector Plan and amends the General Plan.

**SECTION 2:** The Planning Commission further recommends that the Knoxville City Council and Knox County Commission adopt the plan and amend the General Plan.

**SECTION 3:** This Resolution shall take effect upon its approval.

9-8-2016  
Date

Chairman Rebecca Longmire  
Secretary David Green



Betty Jo Mahan &lt;bettyjo.mahan@knoxmpc.org&gt;

**[MPC Comment] Fwd: MPC South West Sector Plan action**

1 message

**Robin Hill** <robin.hill8@gmail.com>  
Reply-To: robin.hill8@gmail.com  
To: commission@knoxmpc.org  
Cc: Mark Shipley <mshipley@townoffarragut.org>

Wed, Sep 7, 2016 at 5:25 PM

----- Forwarded message -----

From: **Robin Hill** <robin.hill8@gmail.com>  
Date: Wed, Sep 7, 2016 at 3:40 PM  
Subject: MPC South West Sector Plan action  
To: [commissioners@mpc.org](mailto:commissioners@mpc.org)  
Cc: Gerald Green <[gerald.green@knoxmpc.org](mailto:gerald.green@knoxmpc.org)>, Mark Shipley <[mshipley@townoffarragut.org](mailto:mshipley@townoffarragut.org)>

Commissioners :  
Your information .

I'm concerned that this very important piece of planning is proceeding to rapidly. My comments are based on my 37 years of observing and commenting and participating in planning and zoning in West Knox County and in the the Town of Farragut.

The Population of the SW Sector which includes the Town of Farragut makes this area the eighth largest city in the State of Tennessee. The geographical area is much larger than the City of Franklin Tn.

I think more talk needs to be had with the citizens and businesses in the South West Sector.

I strongly believe that an interim overall plan needs to be developed and implemented to ensure that the new developments in the planning area are considered as a part of a plan for services, land use, roads utilities. That is probably not a complete list of important characteristics.

The action this Commission took at its last meeting in requesting a concept plan for the development north of the new North Shore School also indicates your concern for an interim plan for the whole area outside Farragut so that the services, functions and public spaces be put in place be in place. The characteristics needed for the SW Sector are already i places and supported by the ordinances and regulations of the Town of Farragut.

I welcome more discussion of a SW Sector plan that will produce a livable community in the next decade. Lets have that discussion.

Thank you for your consideration of the importance of planning now for the growth that is occurring now and will continue apace in the future.

Robert M. Hill P.E  
11504 Mountain View Road  
Knoxville Tn 37934  
[865 966 9435](tel:8659669435)

Attachments area

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This message was directed to [commission@knoxmpc.org](mailto:commission@knoxmpc.org)

**MPC SouthWest Sector Plan .odt**

78K

Document Submission date: August 19, 2016

Comments for South West Sector Plan MPC project August 2016;

#### Goals

The goals for this plan should be documented in order to provide a base of reference for current and future conditions, needs and functions in the Sector area.

#### 1. Geographical coverage

This sector is very large. Both geographically and in population base in the US Census in 2015. If it were a city it would be the 8<sup>th</sup> largest in the state by population and just behind Franklin Tenn. I believe this area should be divided into three regions that are chosen with regard to the current state and intensity of development.

1.1 These regions would be eastern with a primary housing stock that is 30 or more years and probably is a candidate for redevelopment in some areas. The central region on both sides of Pellissippi Parkway (I140) is already subject to intense commercial, multi-family and some single family development. The western region is still in the early stages of residential although the velocity of development is high. I suggest that this plan be prepared with boundaries to cover an eastern region containing Riverbend and other contiguous communities, the central region containing commercial, office and multi-unit housing along the Pellissippi Parkway (I140) from Kingston Pike to 1 mile beyond North Shore drive with a width of 1 mile on both sides of the corridor and a western region extending from the west edge of the central commercial corridor to the Loudon county line and south of the Norfolk Southern Railroad.

#### 2. Transportation:

2.1 Access and Egress Corridors. This will include the roads, the major arteries such as I140 North Shore Drive that are in the eastern, central and Western regions.

2.2 Knox county, The town of Farragut and the State of Tennessee (TDOT) need to start a process with Norfolk Southern Railroad that will lead to the installation of a standard width 2 or 3 lane underpass or overpass at the Intersection of the Norfolk Southern, McFee Road and Choto road.

2.3 Connector to this arterial network are Ebenezer Road, Concord Road in Farragut. McFee Road in Farragut. The project for road and bridge widening on Concord road is under way now and is in the right of way acquisition stage.

2.4: Access Roads: Access to commercial and multi-family housing along Pellissippi (I140) should be provided by service road(s) on each side of I140. These roads should be put on the map of the Central region and built by developers to county standards as development occurs.

2.5 Streets: Streets in all of the regions are generally on the track of historic roads in the area. Some have been improved to current Knox County standards. Many are paved on top of the historic paths that existing in the civil war period. Many of these existing roads need improvement concurrent with development.

2.6 Walk /Bike Trails: Most of these facilities are in the Knox County parks and have been built in the last 10-15 years. A review needs to be made and a green way plan needs to be established to ensure connectivity of the trails throughout the area.

#### 3. Regulatory Document Revisions:

If any improvements are to be made in the current or future development, County Ordinances covering zoning regulations, road improvement and open space and green way dedication and subdivision regulations are necessary

4. Review frequency for adopted Plan:

The adopted plan must be continuously for each development. The current rate of development each of these areas will leave the plan behind even if a 1 year review is instituted. I would suggest that after a year, the review should be to plow in the lessons learned for improvements or changes to the regulations governing development. This review should result in timely changes to the rules to meet the goals of the Plan.

5. Public facilities plan: Public facilities such as schools, libraries, Sheriff Department Substations should be shown on the plan and placed in each region in accordance with estimated need.

6. Neighborhood commercial facilities should be identified as to location based on perceived need of the population to be served.

Thank You for receiving my comments.

Robin Hill  
11504 Mountain View Road  
Knoxville Tn 37934  
robin.hill8@gmail.com  
865 966 9435



# 2016 SOUTHWEST COUNTY SECTOR PLAN



# KNOXVILLE • KNOX COUNTY METROPOLITAN PLANNING COMMISSION



## Acknowledgements

*This plan is the result of a team effort, including the following MPC staff:*

**Project Leader:** Jeff Archer, AICP, Principal Planner

Liz Albertson, Senior Planner

Josh Anderson, Webmaster

Tarren Barrett, Transportation Engineer

Amy Brooks, AICP, Integrated Planning Manager

Mike Brusseau, AICP, Senior Planner

Doug Burton, AICP, Principal Transportation Planner

Mike Conger, PE, Transportation Engineer

Gerald Green, AICP, Executive Director

Kaye Graybeal, AICP, Historic Preservation Planner

Dan Kelly, Deputy Director / Development Services Manager

Ally Ketron, Outreach & Communications Specialist

Payton Lockhart, Intern

Debbie Mitchell, Administrative Assistant I

Mike Reynolds, AICP, Senior Planner

Nick Schoenborn, GIS Analyst

Kelley Segars, Principal Transportation Planner

Jo Ella Washburn, Graphic Designer

Elizabeth Watkins, Transportation Planner

Jeff Welch, AICP, Transportation Planning Organization Director

Ellen Zavisca, Senior Transportation Planner

Alex Zendel, GIS Analyst

*We would also like to thank the following for their participation in this sector planning process:*

### **KNOX COUNTY**

#### **Knox County Commissioners:**

Ed Brantley

John Schoonmaker

#### **Knox County Engineering & Public Works:**

Cindy Pionke, Director of Planning and Development

John Sexton, Staff Transportation Engineer

#### **Knox County Parks and Recreation:**

Shauna Godlevsky, Parks & Greenway Trails Coordinator

#### **Knox County Schools:**

Russ Oaks, Chief Operating Officer

### **CITY OF KNOXVILLE**

#### **Office of Neighborhoods**

David Massey, Neighborhood Coordinator

### **KNOXVILLE KNOX COUNTY**

#### **METROPOLITAN PLANNING COMMISSION**

Rebecca Longmire, Chair

Mike Crowder

### **TOWN OF FARRAGUT**

#### **Board of Aldermen**

Louise Povlin

#### **Community Development Department**

Mark Shipley, Director

Ashley Miller, Assistant Director

*A special thank you to citizens who participated in this plan update:*

Jeanine Alcocer

Michelle Amelse

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Scott Atchley

Andrea Azevedo

Holly Barrett

Mac Bartine

R. Beegen

Josh Belcher

Bruce Belden

Susan Belden

Susan Benner

Alice Beauchene

Andrew Berry

Matt Blackmon

Teresa Blair

Beverly Bowin

Donald Bowin

Sharon Boyce

Bob Buckner

Janet Buckner

Jenifer Campbell

Jim Campbell

Sharon Carroll

Roger Cass

Becky Cass

Tracey Clevenger

Karen Cogburn

Donna Deleese

Joe Deleese

Lucinda Denton

Kevin Desmond

Marleen Davis

Paul Dry

Shawni Eaker

Josh Ellis

Ruth Fielder

Marisa Flagg

Frank Gambuzza

Marie Gaylon

Victor Gaylon

Christy Gedelman

Libby Griffin

J. P. Guess

Valerie Guess

Steve Hagood

Trudy Hampton

Shirley Haney

Jeanie Hansen

Jessica Harvey

Cheryl Hatcher

Dennis Hatcher

Robin Hill

Rachel Hodges

Judy Horn

Brian Hornback

Cliff Houser

Andrew Huie

Victor Jernigan

Cherie Kimmons

Kim Kimmons

David Kirby

Sharon King

Fran Klindt

Wayne Kline

Lolita Kressin

Carry Lawrence

Suzanne Lawrence

Kay Leemon

Jane Lubert

Nicolai Martovetsky

Ken Matts

Patricia Mayhugh

John McCook

Tootie McCook

Courtney McCurry

Marie McGuigan

John McPherson

Ellen McPherson

Ernest Miller

Guynita Miller

Paul Montgomery

Chuck Moore

David Moore

Sharon Moore

Jeannette Morgenstern

Todd Mumpower

Marc Nemser

Janet Nichols

Michael Odonnell

Taimi Olsen

Larry Peck

Anthony Perez

David Price

Andy Puglise

Ann Rust

Anna Patterson

Jennifer Phillips

Pat Phillips

Margie Pickens

Rachel Powell

William Powers

Bethel Poston

David Proffitt

Lara Purcell

Susan Randolph

Nina Reineri

David Rivoira

Steve Robinson

R. Rollins

Manuel Sakhleh

Mark Scheuer

Alicia Shafe

Jack Shafe

Donna Sherwood

Fred Shoemaker

Keith Sinclair

Susan Sinclair

Greg Sisco

Nick Sisco

Suzanne Skelton

Frank Slagle

Vivian Slaughter

Jack Slaughter

Alan Sloan

Kathleen Smith

Julie Sonnenburg

Betty Spurling

Claudia Stallings

Kevin Steele

Andy Stegner

Robert Stephens

Deborah Stevens

Marian Stevens

Mike Stevens

Jodie Swafford

Tommi Stubbs

Lee Toney

Phyllis Trento

William Truex

Meena Van Camp

Miki Vanderbilt

Debra Van Meter

Kim Wiebe

Michael Whitaker

Sherry Whitaker

Ed Whiting

Jack Woodall

Mul Wyman

Members of the following Homeowners Associations: Falcon Pointe, West Knox County, and Westland West

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# SOUTHWEST COUNTY SECTOR

## Executive Summary

The Southwest County Sector is 64.6 square miles in size. The sector is suburban/rural in character, well-served by county infrastructure systems, and home to well-established, healthy neighborhoods and many thriving businesses. The Sector Plan for this area includes land use, community facilities, green infrastructure, historic resources, and transportation plan recommendation. Summary recommendations are organized into 5-year and 15-year implementation stages. The sector plan recommendations reflect observations of data trends, projects implemented since 2005 (the last sector plan update), and public input resulting from an online survey and public meeting comments.

City and county sectors vary widely regarding character, population, development activity, and rate of growth. For the Southwest County Sector, population growth has increased steadily. From 2000 to 2010 the sector population grew by 30,469, which is the highest growth rate to other sectors. The sector is anticipated to continue to grow between 1,753 and 1,909 people each year.

Over 50% of the sector's population has a college degree. The median household income for the sector is \$88,127, compared to \$47,270 in Knox County. Most people that live in the sector are employed in

the health care and social assistance field (14%). Those people that live outside the sector, but work in the sector are employed mostly in retail trade (27%).

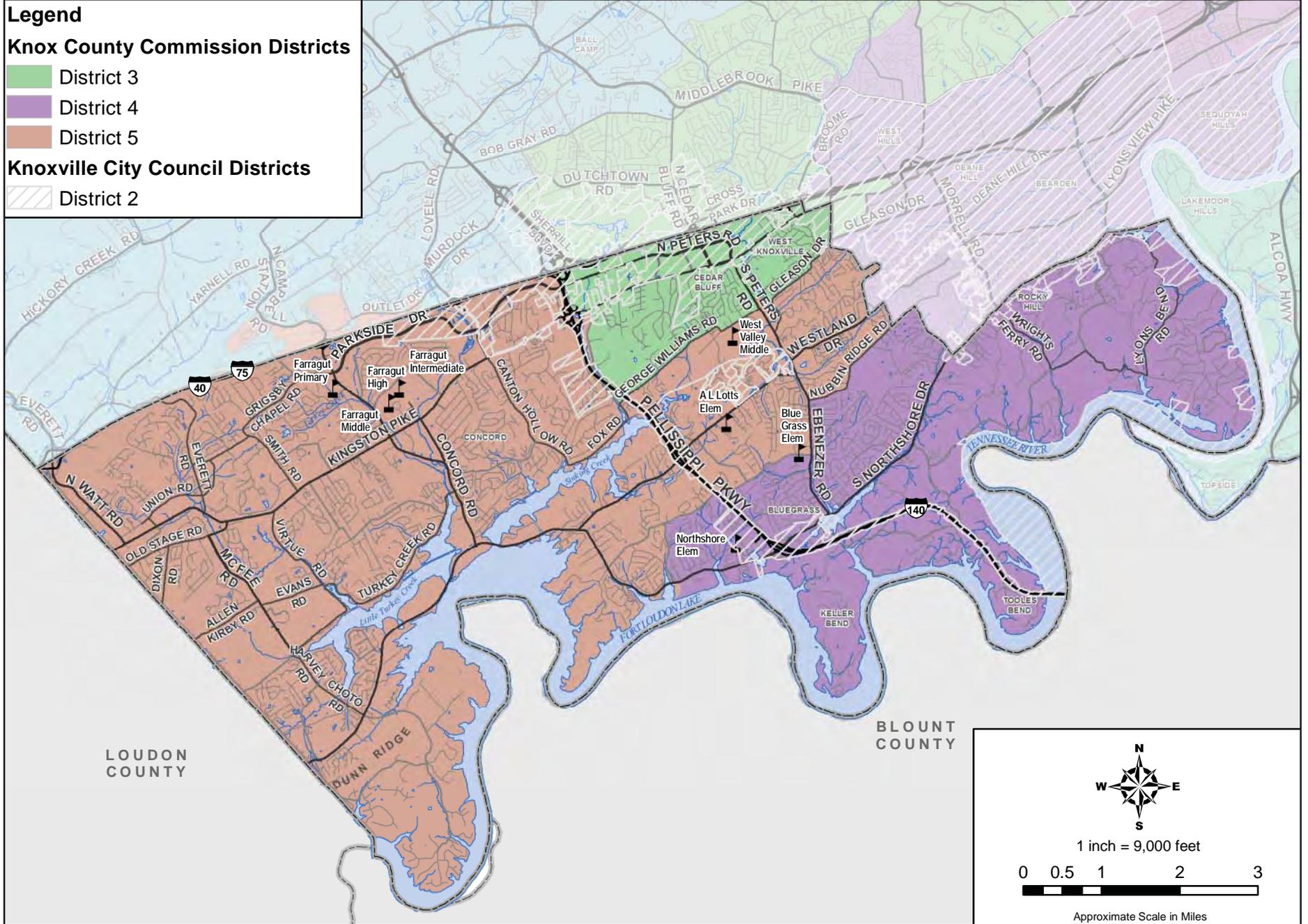
Since 1990, the total number of residential dwellings in the sector grew by 53 percent by adding 12,956 units. Detached dwelling units comprises the largest share of all housing unit types with 80% or 22,451 units. From 1990 to 2000 the sector averaged 62 new units a month. In the subsequent decade (2000 to 2010), numbers dropped an average of 45 units a month. According to the Knox County Property Assessors Office over 90% of the residential buildings are good to excellent condition.

The citizens expressed a desire to accommodate growth in areas where there is infrastructure available and not introducing higher intensity non-residential uses in low density residential areas. As a result, the Southwest County Sector Plan recommendations are structured to address redevelopment strategies to preserve and enhance existing neighborhoods, and improve aesthetics and infrastructure. The sector plan identifies mixed use districts with differing scales and functions. Rather than creating new centers and corridors, the Southwest County Sector Plan recommends strengthening existing ones.

People were concerned about the traffic on Northshore Drive and the continued development of the southeastern portion of the sector. In addition, people expressed their desire to have a continuous greenway along Northshore Drive. There was interest in developing new zoning tools and regulations that address traffic impact studies, new development standards for conservation subdivisions, protecting the hillsides, developing a small office planned zone, and better standards for landscaping and lighting.



# Southwest County Sector: Knox County Commission and Knoxville City Council Districts



# Section 1: Background Report

The Southwest County Sector covers the area of Knox County and the City of Knoxville west of Bearden High School and south of Interstate 40 (excluding the Town of Farragut), and also includes the Lyons Bend area south of Northshore Drive. The plan was last updated 11 years ago, and resulted in adoption by the Knoxville City Council and the Knox County Commission in November 2005. In January 2010 the Southwest County Sector Plan was amended through the adoption of the *Knoxville-Knox County Park, Recreation and Greenways Plan*.

## COMPREHENSIVE PLANNING PROCESS

Comprehensive planning in Knoxville and Knox County can be viewed as a series of plans that start with regional geographies and broad goals and objectives and gradually address smaller areas of the city and county in more detail and with greater specificity. An overview of these plans are outlined below.

The Metropolitan Planning Commission (MPC), under state law, is directed to create a comprehensive plan to provide recommendations for:

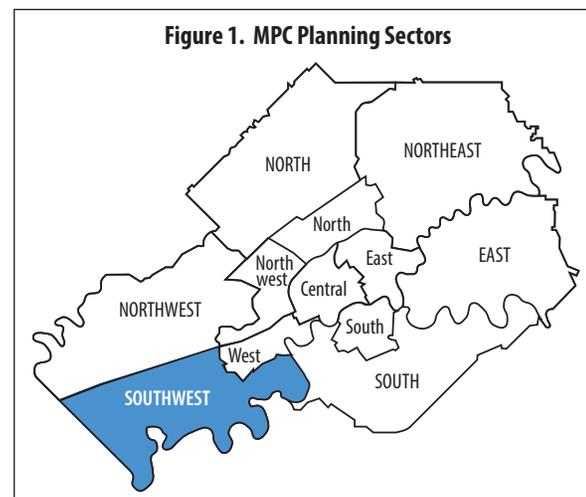
- Roads, and other transportation systems
- Parks and other public property
- The general location and extent of public utilities, including sanitation and water;
- The general character and location of community areas and housing development;
- Uses of land for trade, industry, housing, recreation, agriculture, and forestry; and
- Appropriate zoning relating to the land use plan, outlining permitted uses and the intensity of those uses, such as height and locations of buildings on their parcels

**The Growth Plan** (*The Growth Plan for Knoxville, Knox County, and Farragut, Tennessee*), adopted in 2000, was mandated under the Tennessee Growth Policy Act

(Public Chapter 1101), and requires city and county governments to prepare a 20-year Growth Plan for each county. At a minimum, a growth plan must identify three classifications of land:

- Urban Growth Boundaries (UGB) must be drawn for all cities and towns. Land within the UGB must be reasonably compact, but adequate to accommodate all of the city's expected growth for the next 20 years
- Planned Growth Areas (PGA) must be reasonably compact, but large enough to accommodate growth expected to occur in unincorporated areas over the next 20 years.
- Rural Areas are to include land to be preserved for farming, recreation, and other non-urban uses.

**The General Plan** (*The Knoxville-Knox County General Plan 2033*), adopted in 2003, is the official 30-year comprehensive plan for Knoxville and Knox County that outlines a long-range vision and policy framework for physical and economic development. The plan includes the Growth Plan, twelve sector plans, corridor and small area plans, and system-wide plans.



**Sector Plans** provide a detailed analysis of land use, community facilities, and transportation for 12 geographic divisions in Knox County. The focus is to take goals contained in the General Plan and draft a sector plan that is to guide land use and development over a 15-year period. Also included is a five-year plan with recommended capital improvements and other implementation programs.

**Corridor Plans** primarily cover land use and transportation recommendations along existing transportation corridors. These plans are more detailed than sector plans because they have a smaller geographic area. Recommendations often deal with economic development, aesthetics, and public safety.

**Small Area Plans** are neighborhood-based and address more detailed concerns like revitalization or special environmental considerations. These plans are developed as a result of some immediate development pressure on the area and are usually requested by the elected bodies.

**The One Year Plan** is required by City Charter. The Charter requires the annual preparation and adoption of a one year comprehensive development plan covering the entire city. Fifteen-and five-year development plans (sector plans) are prepared to provide policy guidance on long and mid-range development issues and as a guide to development of the One Year Plan. The One Year Plan is specifically designed to be the basis for land use regulations and short-term public improvements.

**System-Wide Plans** cover specific systems such as greenways and parks, hillside and ridge top protection, and major road plans.

All plans are developed through citizen participation, including workshops, surveys, and public meetings. Plans are adopted by the Metropolitan Planning Commission, Knoxville City Council, and Knox County Commission and serve as a basis for zoning and land use decisions.

## OVERVIEW OF SECTOR CHANGES

The 2005 Southwest County Sector Plan proposed several objectives including land use updates to align development efforts in regard to land use, environmental protection, transportation, and community facilities. The following is an overview of the major changes in the sector since the 2005 sector plan update:

### Parks and Greenway Improvements

- 2015  
A 900-foot, multi-use asphalt trail with a bridge that spans Little Turkey Creek is completed to connect the McFee Greenway with the Wentworth Subdivision Greenway (located in Farragut).
- 2014  
The Appalachian Mountain Bike Club (AMBC) partners with Knox County to build the county's first beginner trail within Concord Park, and other trails are in the works. AMBC continues to improve trail features within Concord Park.
- 2012  
Carl Cowan Park improvements are made including splash pad, and new playground equipment.
- 2012  
Concord Park adds a four-acre dog park, with separate spaces for large and small dogs, featuring stone and grass run areas, dog wash station, dog swimming area and jumping dock, paved ADA accessible trails, water fountain, and public restrooms.
- 2008  
McFee Park (located in Farragut) opens. The park includes restrooms, parking area and walking trails.
- 2007  
The City of Knoxville and Knox County opens Ten Mile Creek Greenway, our community's first joint city/county greenway. The greenway extends along Ten Mile Creek for 1.2 miles from the Cavet Station Greenway in the Northwest City Sector into the Southwest County Sector and terminates at the Carmike Wynnsong 16 Theater in Cedar Bluff.





**Land Use Changes**

- 2014  
Northshore Elementary School opens in Northshore Town Center.
- 2013  
The former Goody's headquarters on Parkside Drive becomes fully occupied with Kimberly Clark and South College.
- 2011  
Neighborhood commercial node at Northshore Drive and Choto Road intersection begins to develop.
- 2011  
Expansion of commercial node at Kingston Pike and Cedar Bluff Road begins to develop.
- 2009  
Goody's headquarters on Parkside Drive closes.
- 2007  
Northshore Town Center starts to develop with new residential at the rear of the site.



**Transportation Improvements**

- 2015  
I-140 interchange improvements at Westland Drive.
- 2015  
The addition of a westbound auxiliary lane on I-40 between 1-40 and Lovell Road.
- 2014  
Roundabout built at the intersection of Northshore Drive and Choto Road.
- 2013  
I-140 interchange improvements at Northshore Drive.
- 2008  
Northshore Roundabout at Concord Road opens.
- 2009-2010  
S. Gallaher View Road is widened; sidewalks are added.

## Community Profile

### Population

In 2010, there were 70,459 people living in the Southwest County Sector, or 16 percent of Knox County's total population. Over the last twenty years (1990 to 2010), the sector grew around 7 percent annually.

Individuals 45-64 years old account for the larger age group, nearly tripling from 8,383 people in 1990, to 22,312 people in 2010. Baby Boomers (45 to 64 years) comprise this group, increasing from a 20 percent share of the sector population in 1990, to 31 percent in 2010.

Years of Age	1990	2000	% Change 1990-2000	2010	% Change 2000-2010
Under 5	3,061	3,486	13.8	4,026	15.4
5-19	8,785	12,950	47.4	15,408	18.9
20-34	8,372	8,524	1.8	9,388	10.1
35-44	8,366	10,605	26.7	10,339	-2.5
45-64	8,383	15,537	85.3	22,312	43.6
65+	2,881	5,317	84.5	7,833	47.3
TOTAL	39,990	56,419	41.0	70,459	24.8
Male	19,595	27,767	41.7	34,444	24.0
Female	20,395	28,652	40.4	36,015	25.6

According to the U.S. Census Bureau, 2008-2012 American Community Survey 5-Year Estimates, 64,014 people or 89.8 percent of the sector is one race and white. Across all county sectors, the Southwest and Northwest sectors have the two most diverse populations based on race. The population of the other four county sectors is over 90 percent one race and white.

Race	Estimate	Percent
One Race	70,261	98.6
• White	64,014	89.8
• Black or African American	2,663	3.7
• American Indian and Alaska Native	82	0.1
• Asian	3,218	4.5
• Native Hawaiian and Other Pacific Islander	45	< 0.1
• Some Other Race	329	0.4
Two or More Races	964	1.3

*U.S. Census Bureau, 2008-2012 American Community Survey 5-Year Estimates*

An estimated 19,704 households or 74.7 percent are families and of those families 9,204 or 46.7 percent have children under 18 years old. The sector includes 5,358 or 20.4 percent of the households with individuals 65 years and over. The Southwest Sector has the second lowest percentage (20 percent) of households with individuals 65 years and over, when compared to the six county sectors (Northwest County has the lowest at 18.1 percent). The average household size is 2.69, which is the highest of the six county sectors.

Households by Type	Estimate
FAMILY HOUSEHOLDS (FAMILIES)	19,704
• With own children under 18 years	9,204
Husband-wife family	17,262
• With own children under 18 years	7,842
Male householder, no wife present	464
• With own children under 18 years	248
Female householder, no husband present	1,978
• With own children under 18 years	1,114
NONFAMILY HOUSEHOLDS	6,646
Householder living alone	5,802
• 65 years and over	1,683
TOTAL HOUSEHOLDS	26,350
Households with individuals under 18 years	9,646
Households with individuals 65 years and over	5,385

*U.S. Census Bureau, 2008-2012 American Community Survey 5-Year Estimates*

The population that is 25 years and over has a high educational attainment, 10,773 or 22% of this population have a graduate or professional degree. Among the six county sectors, this sector contains the most people with a graduate or professional degree.

Educational Attainment	Estimate	Percent
Less than 9th grade	570	1.1
9th to 12th grade, no diploma	817	1.7
High School graduate (includes equivalency)	6,573	13.7
Some college, no degree	9,293	19.4
Associate's degree	3,068	6.4
Bachelor's degree	16,667	34.8
Graduate or professional degree	10,773	22.5
Population 25 years and over	47,761	100

*U.S. Census Bureau, 2008-2012 American Community Survey 5-Year Estimates*

The median household income for the sector is \$88,127, compared to \$47,270 in Knox County. There are 3,111 households in this sector that make \$200,000 or more, representing 11.8 percent of all households in the sector. This sector ranks the highest in percentage of households making \$200,000 or more, all of the other county sectors have less than 4 percent of households making this amount.

Income and Benefits	Estimate	Percent
Less than \$10,000	597	2.2
\$10,000 to \$14,999	450	1.7
\$15,000 to \$24,999	1,505	5.7
\$25,000 to \$34,999	1,589	6.0
\$35,000 to \$49,999	2,290	8.6
\$50,000 to \$74,999	4,227	16.0
\$75,000 to \$99,000	4,203	15.9
\$100,000 to \$149,000	5,410	20.5
\$150,000 to \$199,000	2,968	11.2
\$200,000 or more	3,111	11.8
Total Households	26,350	100

*U.S. Census Bureau, 2008-2012 American Community Survey 5-Year Estimates*

In the last twenty years, Knox County's population increased by 29 percent to 432,226 in 2010. A closer look reveals the county balance accounted for the bulk of the growth, increasing from 45 percent share of Knox County total population in 1990, to 53 percent in 2010. Knoxville's population only grew five percent since 1990, to 178,874 residents in 2010, while the county balance increased 53 percent for a total of 253,352 in 2010. For every person added in the City, almost 10 people were added to the county balance. Farragut grew 62 percent with a population increase of 3,484. Knoxville had a population increase of 9,113. The annual growth rate from 1990 – 2010 was 2.1 percent in Knox County, 2.4 percent in Farragut, and 0.3 percent in the City of Knoxville.

Table 6. Knox County Population						
Area	1990	%	2000	%	2010	%
City of Knoxville	169,761	50.6	173,890	45.5	178,874	41.4
Town of Farragut	12,802	3.8	17,720	4.6	20,676	4.7
County Balance	153,153	45.6	190,422	49.9	232,676	53.9
<b>KNOX COUNTY</b>	<b>335,749</b>		<b>382,032</b>		<b>432,226</b>	

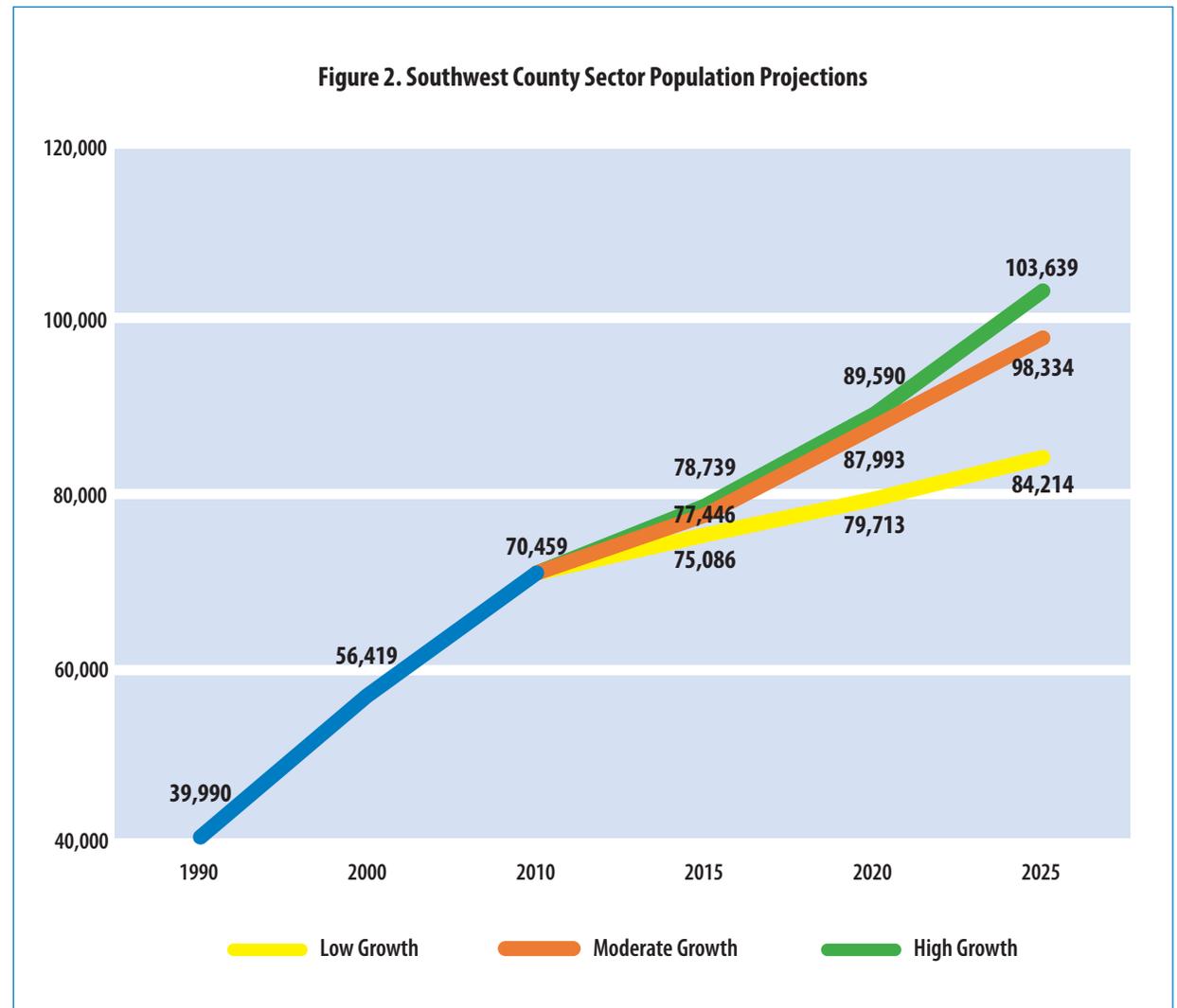
A closer look at the county sector populations show where growth occurred in the County Balance. Compared to other sectors, the Southwest County ranked first in population growth adding 30,469 residents from 1990 to 2010. During this period the Northwest (27,580 residents) and Southwest (30,469 residents) County Sectors accounted for 65 percent of 89,376 people added, signifying growth primarily occurred in western Knox County.

Table 7. Population Growth by County Sector					
Rank	Sector	1990	2000	2010	Net Growth 1990-2010
1	Southwest	39,990	56,419	70,459	30,469
2	Northwest	49,422	62,864	77,002	27,580
3	North	32,391	42,557	49,754	17,363
4	Northeast	18,982	21,816	27,386	8,393
5	South	17,759	19,236	20,988	3,229
6	East	12,357	13,313	14,699	2,342
<b>TOTALS</b>		<b>170,912</b>	<b>216,205</b>	<b>260,288</b>	<b>89,376</b>

In 1990, the sector accounted for 11.9 percent of Knox County's population, in 2000 the share grew to 14.7 percent, and in 2010 the share grew to 16 percent, so if past history is used to project population forward then in 2030 the population would account for about 20 percent. Out-year projections are using University of Tennessee's Center for Business and Economic Research (CBER) population projections for Knox County. However, there are many factors that would likely

affect this growth scenario, such as new school facilities, available land for suitable development, and any changes affecting Knox County's overall growth.

What can Southwest County expect to see in the future? Three population projections are shown for the sector, providing totals for 2015, 2020 and 2025. The projections are based on factors inherent to the sector such as historical growth rates, share of Knox County's total population,



and the Knoxville Regional Transportation Planning Organization's travel demand model. These three projections assume underlying factors will continue in the future.

The Low Growth projection results in the addition of 9,254 new residents to the sector from 2010 to 2020, an increase of 13 percent. The Low Growth scenario uses Knox County population projections from the Center for Business and Economic Research (CBER) at The University of Tennessee as control totals. Historically, the percent share of Knox County residents that reside in the Southwest County Sector has grown by about 2 percent each decade. This share was applied to CBER's countywide population totals for 2015, 2020, and 2025 to determine the Low Growth scenario for Southwest County.

From 2010 to 2020, the Moderate Growth projection results in a 24 percent increase in population, or 17,534 new residents, while the High Growth projection adds 19,131 people, a 22 percent increase. The Moderate and High Growth projections use Southwest County's annual historical growth rates from 1990 to 2010 (Moderate) and 2000 to 2010 (High). These annual growth rates are applied to the 2010 total population for the sector and carried out each subsequent year to 2025.

In summary, from 2010 and 2025 the Southwest County could potentially add between 1,753 and 1,909 people each year. However, there are many factors that can influence projections such as changes in the local economy, infrastructure, schools, and market conditions.

### Priority Populations

Priority Populations are neighborhoods characterized by above-average concentrations of socioeconomic stress. Conditions such as poverty, unemployment, and chronic disease occur at rates that exceed levels measured for the general population of the Knoxville metropolitan area.

Specifically, 22 socioeconomic measures, or indicators, identify Priority Populations. Indicators were selected based on input from the PlanET Equity Team and references in Knox County's Health Impact Assessment and Centers for Disease Control publications.

Data for each indicator are assembled at census tract geography to represent neighborhoods and small communities. Indicators are organized in three themes – Opportunity, Accessibility, and Vulnerability – and Priority Populations are shown within each. A composite score that combines the three themes provides a summary look at the area's Priority Populations.

### Opportunity Indicator

Ten income and education measures comprise the Opportunity theme:

1. Population in poverty: Percentage of population living below poverty
2. Household income: Median household income
3. Households with public assistance income: Percentage of households with cash public assistance or Food Stamps/ SNAP benefits
4. Access to living-wage jobs: Number of jobs earning more than \$3,333 per month, based on MIT Living Wage Calculator for average family of 2 adults and 1 child in the Knoxville metropolitan area
5. Unemployment rate: Percentage of population 16 years of age and older in the civilian workforce, currently unemployed
6. Housing plus transportation costs: Percentage of household income spent on housing and transportation costs.
7. Elementary school children eligible for free/reduced price lunch: Percentage of public elementary school children eligible for free or reduced price lunch.
8. Adults without high school education: Percentage of population 25 years of age and older without a high school diploma/GED.
9. College-age population enrolled in college: Percentage of population 15-24 years of age enrolled in college or graduate school.
10. Preschool-age population enrolled in preschool: Percentage of population 3 and 4 years of age enrolled in preschool.

All census tracts within the Southwest County Sector are rated "high or very high" within the Opportunity theme.

### Accessibility Indicator

Six measures related to infrastructure and the built-environment comprise the Accessibility theme:

1. Access to physical activity centers: Proximity to parks, recreation centers, greenways, and other facilities
2. Active-transportation commuters: Percentage of commuters walking or bicycling to work
3. Public transit commuters: Percentage of commuters taking public transit to work

4. Households with no vehicles: Percentage of households with no vehicles available
5. Modified Retail Food Environment Index: Out of the total number of food retailers considered healthy or less healthy in a census tract, the mRFEI represents the percentage that are healthy
6. Children with limited access to healthy food: Weighted mRFEI score for children's access to healthy food

The lowest ranking census tract in the Southwest County Sector is tract 57.12 with a "very low" accessibility rating, the tract is bound by Westland Drive, Wallace Road, Northshore Drive, and Ebenezer Road .

### Vulnerability Indicator

Vulnerable populations were enumerated by six measures:

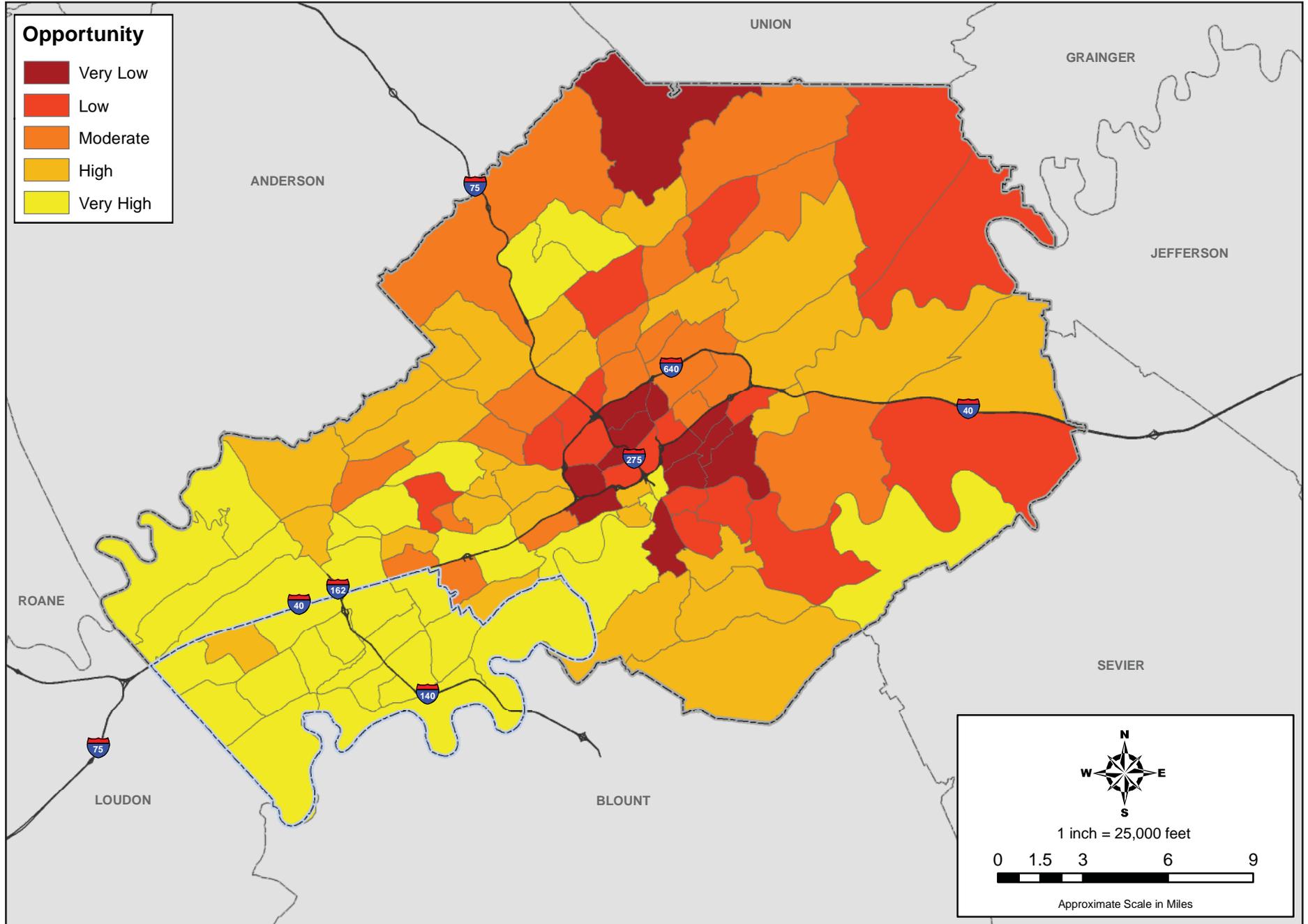
1. Persons with disabilities: Percentage of civilian non-institutionalized population with a disability
2. Minority population: Percentage of population that is non-White and/or Hispanic/Latino
3. Persons with limited English proficiency: Percentage of population 5 years of age and over that speak English less than "very well"
4. Children: Percentage of total population under 18 years of age
5. Seniors: Percentage of total population 65 years of age and over
6. Single-parent households: Percentage of family households headed by single-parent with children under 18 years of age

The two lowest-rated census tract when it comes to Vulnerability are tracts 58.09 and 58.13, both located in the Town of Farragut.

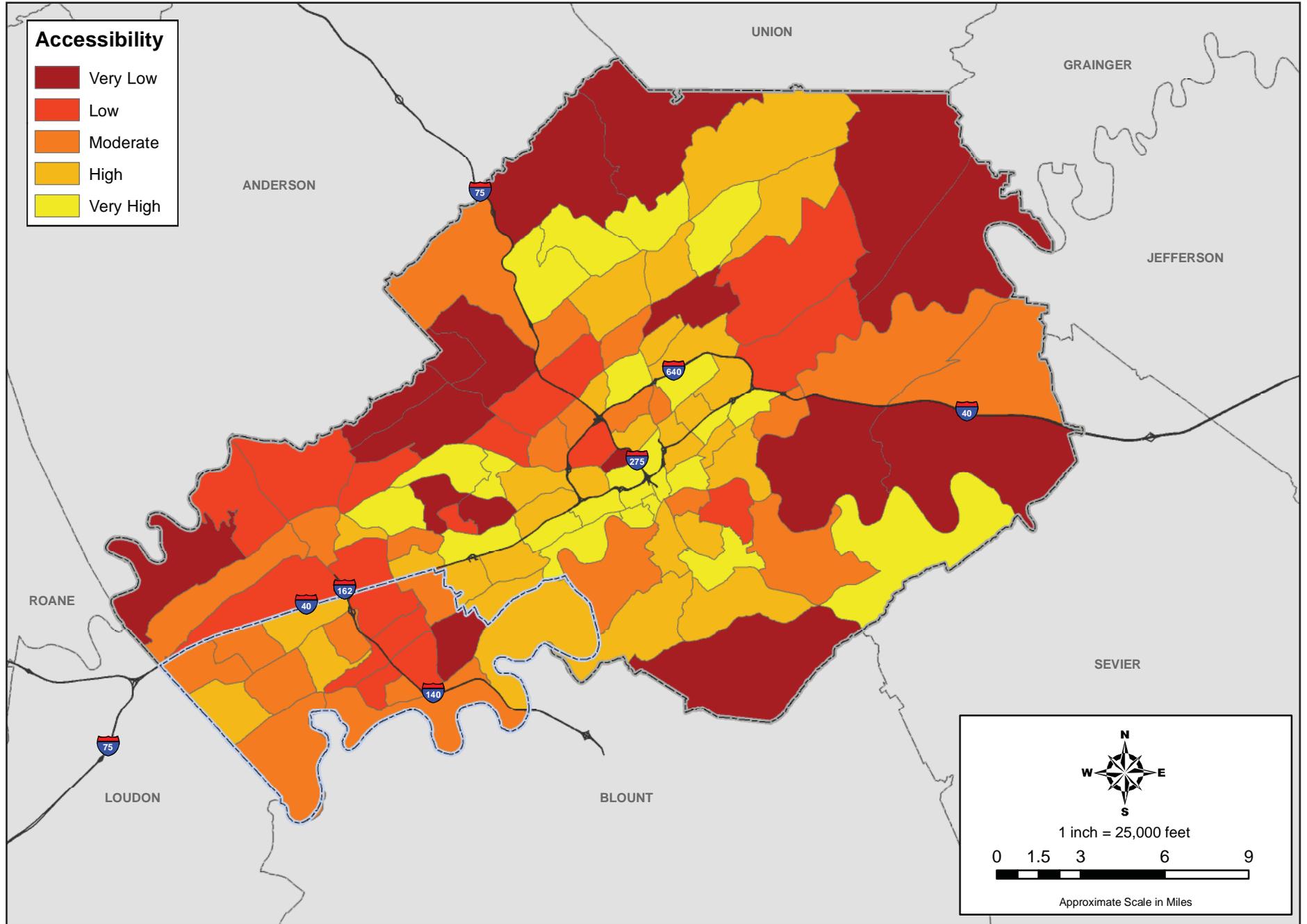
### Priority Population Composite Score

The Priority Population was compiled using the average scores for each of the three themes and were summed for each census tract, The lower the comprehensive score for a tract, the higher the priority of that tract. All the census tracts within the Southwest County Sector rated a "moderate priority," which is the best rating.

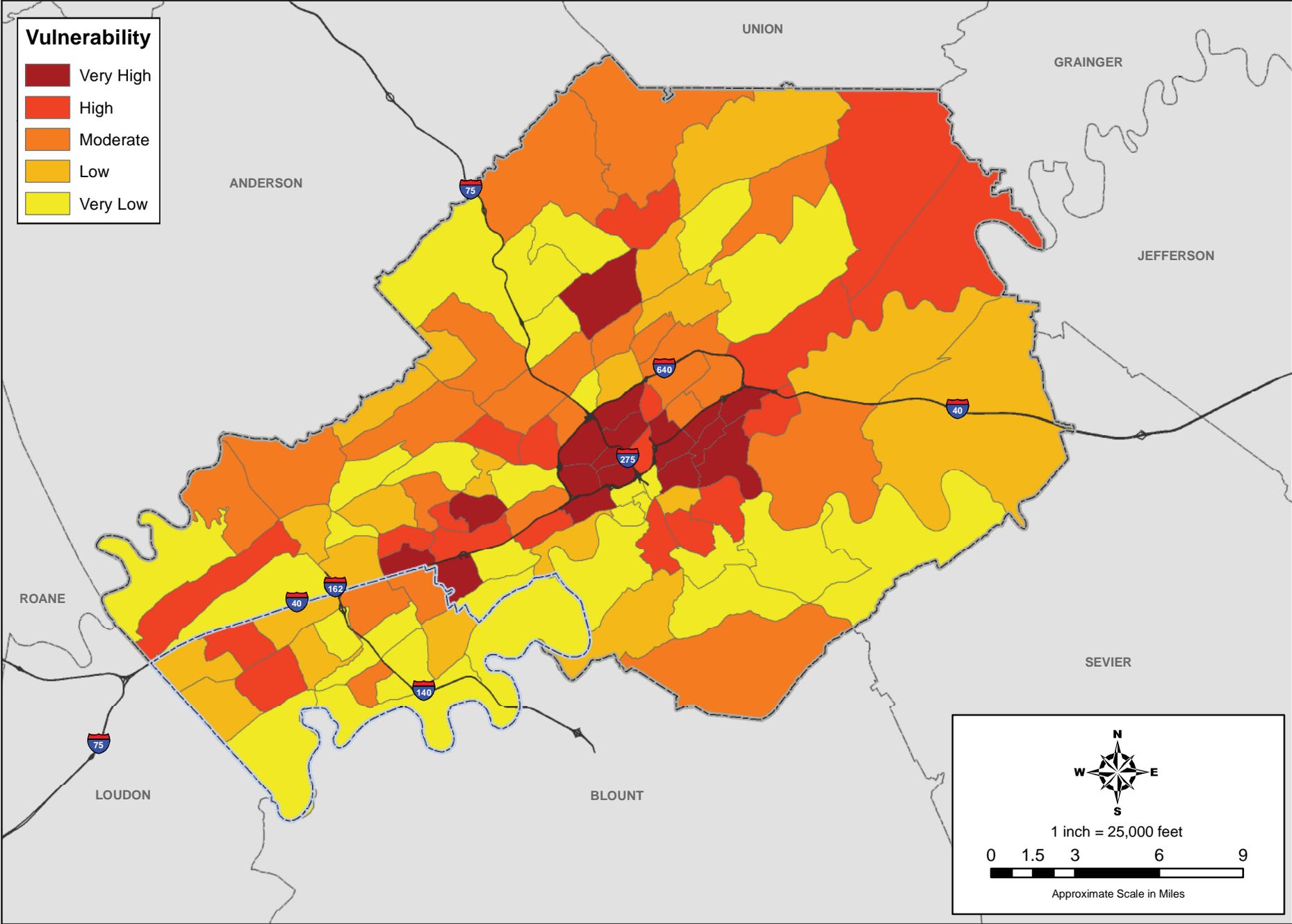
# Southwest County Sector: Priority Populations - Opportunity Indicator



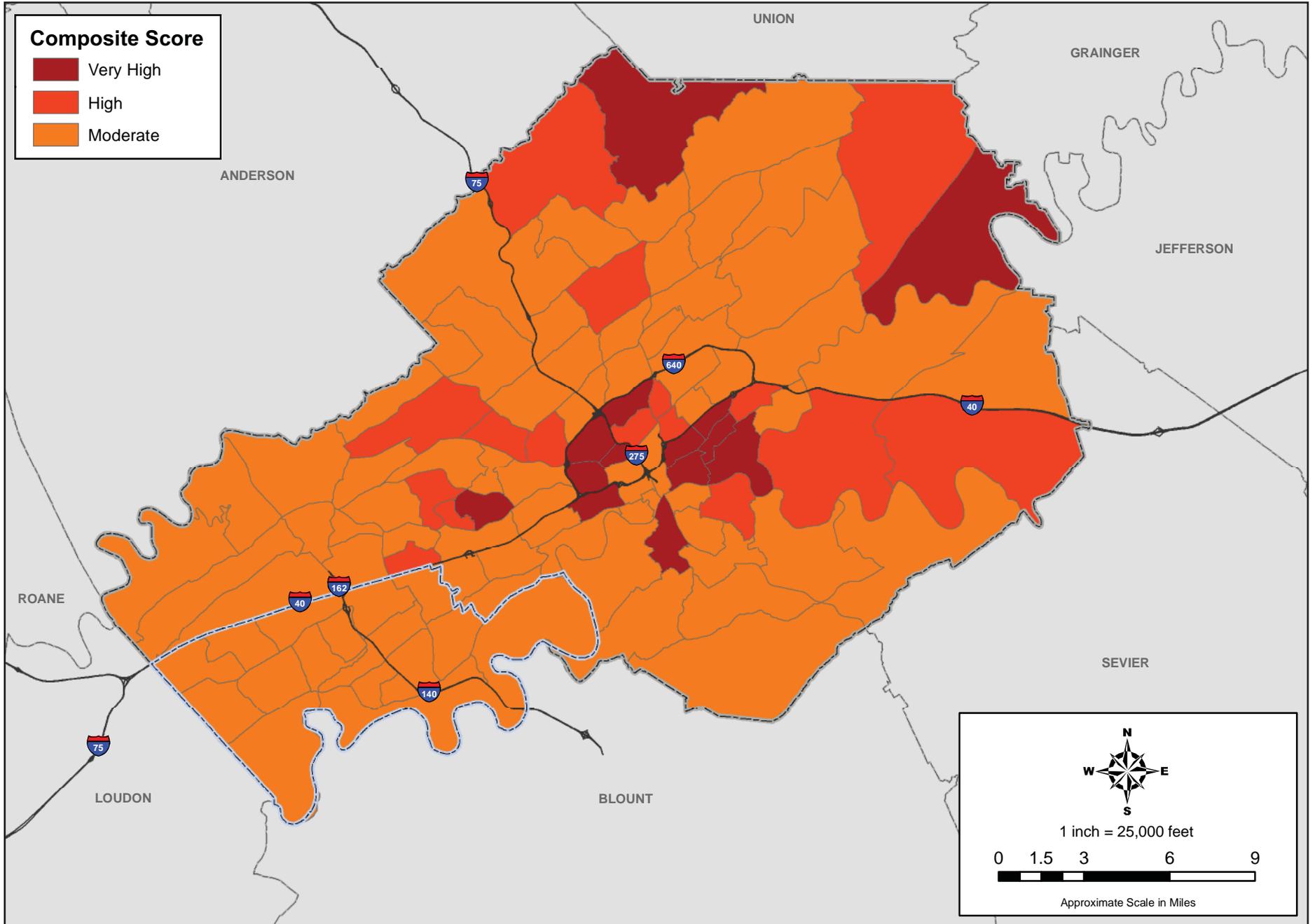
# Southwest County Sector: Priority Populations - Accessibility Indicator



# Southwest County Sector: Priority Populations - Vulnerability Indicator



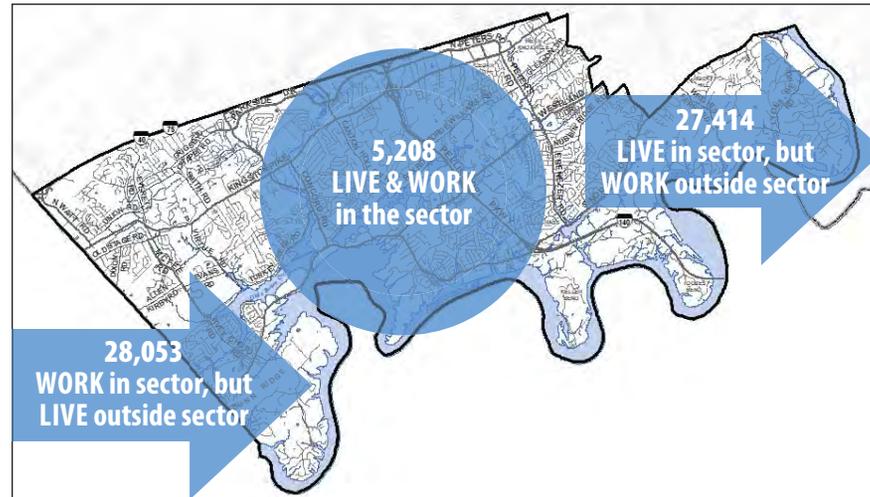
# Southwest County Sector: Priority Populations - Composite Score



## Employment

In 2013, approximately 32,622 residents living in the Southwest County Sector were employed with the majority (27,414) commuting to a place of employment located outside the sector. The largest employer of people living in the Southwest County was Health Care and Social Assistance with 4,590 residents, while Retail Trade (4,057) and Educational Services (3,605) were second and third, respectively.

The number of jobs located in the Southwest County Sector was 33,261 with the bulk of workers (28,053) commuting to the sector from a place of residence outside the sector. Retail Trade was the largest industry with 9,154 jobs, while Accommodations and Food Services followed with 6,506. Only 5,208 people actually work and live in the Southwest County, or 19 percent of the 33,261 jobs in the sector.



**Figure 3.**  
Southwest County Sector  
Employment Inflow/Outflow

Table 8. Southwest County Sector Employment, 2013				
Northern American Industry Classification System (NAICS)	Live in Sector	% Share	Work in Sector	% Share
Agriculture/Forestry/Fishing	54	0.2	56	0.2
Mining/Quarrying/Oil/Gas	36	0.1	12	0.0
Utilities	105	0.3	86	0.3
Construction	940	2.9	679	2.0
Manufacturing	2,464	7.6	249	0.7
Wholesale Trade	1,701	5.2	1,021	3.1
Retail Trade	4,057	12.4	9,154	27.5
Transportation/Warehousing	854	2.6	642	1.9
Information	851	2.6	651	2.0
Finance/Insurance	1,512	4.6	2,087	6.3
Real Estate/Rental/Leasing	401	1.2	445	1.3
Professional/Scientific/Technical Services	3,388	10.4	1,892	5.7
Management of Companies/Enterprises	488	1.5	146	0.4
Administrative/Support/Waste	2,246	6.9	3,277	9.9
Educational Services	3,605	11.1	308	0.9
Health Care/Social Assistance	4,590	14.1	3,632	10.9
Arts/Entertainment/Recreation	393	1.2	606	1.8
Accommodation/Food Services	3,088	9.5	6,506	19.6
Other Services (excludes Public Administration)	958	2.9	1,583	4.8
Public Administration	891	2.7	229	0.7
<b>TOTAL</b>		<b>100.0</b>		<b>100.0</b>

U.S. Census Bureau, On The Map Application & LEHD Origin-Destination Employment Statistics, 2013



## PUBLIC FACILITIES AND INFRASTRUCTURE

### Libraries

Residents of this sector are served by the Farragut Branch Library, located at 417 N. Campbell Station Road and Cedar Bluff Branch Library, located just outside the sector at 9045 Cross Park Drive.

### Schools

The Southwest County Sector is served by fourteen public schools, including five elementary schools, one intermediate school, four middle schools, and four high schools. Eight schools are physically located in the sector, marked with an asterisk (\*) in Table 9. Total enrollment numbers for the Southwest Sector show an increase over the past ten years. The changes in enrollment are due to natural increase in young families and redistricting caused by new school facilities in the school system, such as Northshore Elementary (2013) and Hardin Valley Academy (2008)

**Table 9. Enrollment of Schools Servicing the Southwest County Sector Population**

School Name	2005	2015
A.L. Lotts Elementary *	1,075	858
Blue Grass Elementary *	770	611
Farragut Elementary *	892	972
Northshore Elementary *	0	942
Rocky Hill Elementary	700	736
Sequoyah Elementary	394	487
Farragut Intermediate *	944	1,069
Bearden Middle	1,121	1,192
Farragut Middle *	1,255	1,389
Karns Middle	1,135	1,472
West Valley Middle *	1,115	1,225
Bearden High	1,991	2,046
Farragut High *	2,332	1,741
Hardin Valley Academy	0	1,952
West High	1,488	1,345
TOTAL	13,643	17,550

\* Indicates schools located inside the sector plan boundary



The Knox County Board of Education makes decisions regarding school construction and maintenance. Currently, the capital improvement program for almost all Knox County's schools revolves around maintenance and upgrading of existing facilities, such as a school's electrical, heating, and cooling systems.

### Parks and Greenways

There are 1,010.85 acres of parks within the Southwest County Sector boundaries (See the Parks, Recreation and Greenway Plan map). The largest of these are Concord Park (549.5 acres), which is considered a District/Regional Park. The Town of Farragut plans its own parks and greenways, these resources include Anchor Park, Campbell Station Park, Parkside Greenway, Grigsby Chapel Greenway, McFee Greenway, and Campbell Station Greenway. A brief description of the park and greenway assets within the sector are listed below.

**Admiral Farragut Park** features a 9-hole disc golf course, nature trails, and shoreline for fishing. The park has water access for both paddling and fishing. A half-mile nature trail winds through the woods to connect with Carl Cowan Park. The trail provides hikers with scenic views of the river from multiple rocky ledges.

**Anchor Park** is located in the Town of Farragut and features a fishing pond with two fishing piers, softball field, multi-use athletic fields, pavilion, walking trail, playground, horseshoe pit, and volleyball court. The park parallels the Turkey Creek Greenway which winds alongside several subdivisions offering several miles for walking and running.

**Campbell Station Park** is located in the Town of Farragut, beside the Farragut branch library. The park contains mulched and asphalt trails, public art, two picnic pavillions, restrooms, an outdoor classroom, and open space.



**Carl Cowan Park** is surrounded by the Tennessee River on three sides. As a result, the park provides opportunities for paddling and fishing. On the land side, there are sport fields, basketball and tennis courts, playgrounds, a splash pad and both paved and natural surface trails. From the north side of the park, the nature trail winds through the wood, connecting to Admiral Farragut Park.

**Concord Park** is a regional park that has many facilities – both on land and water. Concord Park covers both sides of Northshore Drive and has separate entrances

for various activities. The park features paved greenway trails for walkers and runners, and miles of single track for hikers, cross-country runners and mountain bikers. The park contains a popular dog park. There are two parcels (112.5 acres) to the northeast that are part of the park, but they have no facilities and are inaccessible by land.



The east side of Concord Park contains an in-line hockey, the skate park, soccer fields and a walking trail. The paved Parkey Strader Loop circles the soccer field and offers a lakeside bench at its midway. Directly across the street hosts the junior golf course, tennis courts, mountain bike/hiking trails, dog park, and the marina. The next entrance on the left, provides a boat ramp and a shoreline spur trail that wanders over to a prime spot for fishing and enjoying a picnic.

On the west side of the park, further down Northshore Drive, park facilities include sporting fields for soccer and softball plus the entry for the boat launch.

The Cove at Concord has facilities for paddling, fishing, and swimming along a beach. On land there is a playground, volleyball and shoreline walks. During the warm months, the River Sports Cove store is open for canoe and kayak rentals.

In 2016, Knox County Parks hired a contractor to install improvements to the Cove and they started work. The work entails removing the old dilapidated sidewalk and installing a new sidewalk that is handicap accessible. Last year a jetty was installed to help control waves that were eroding the beach.

**Mayor Bob Leonard Park** is a located in the Town of Farragut. This mega sports complex supports both athletic and recreational activities. The park hosts ten playing fields, all but one having lights, along with concessions and restrooms. The park also includes a sand volleyball court with three nets and a playground, all surrounding a wetland with a trail, boardwalk and observation deck. There are 4 paved greenway trails that loop sections of the park, depending on where and how far you'd like to walk or run. Both the greenway and the playground are ADA accessible.

**McFee Park** is a located in the Town of Farragut. The park features many sustainable features, such as solar panels, permeable pavers, LED lighting, bioswales, and rain gardens. The park also features many recreational amenities, such as walking trails, two lighted fields, a splash pad and playground area that is ADA accessible. There are picnic facilities and restrooms. The McFee Greenway parallels McFee Road offering a connection to the park.

There are many other parks that are mainly natural areas with little to no facilities and they include Keller Bend, Lakefront Road, Badgett Road, Wrights Ferry Road, Lyons Bend Road, Houser Road, Turkey Creek, and Dunn Park.



Table 10. Southwest County Sector Park Acreage	
Park Classification	Acreage
Neighborhood	29.08
Community	111.07
District/Regional	606.06
Private/Quasi Public (Total)	.98
Open Space/Natural Area	263.66
<b>TOTAL ACREAGE</b>	<b>1,010.85</b>
Acres Close-to-home Parks/1,000 population	2.29

**Campbell Station Greenway** is located in the Town of Farragut. It is comprised of a series of scenic loops through the Campbell Station Park, winding alongside North Turkey Creek and through the woodsy park. Most of the trails are lighted. The greenway connects to sidewalks that wind over to the Farragut Primary School where you can also connect with the Grigsby Chapel Greenway.

**Carl Cowan Greenway** is comprised of a series of paved loops that wind through Carl Cowan Park, circumventing the playground and soccer fields.

**Grigsby Chapel Greenway** is located on Grigsby Chapel Road in the Town of Farragut. Running east to west, it serves as a neighborhood connector for the many subdivisions, condos and apartments north of this road. It makes a southbound connection to Campbell Station Greenway with an additional quarter of a mile segment located behind the Farragut Primary School.

**McFee Greenway** is located in the Town of Farragut. This 1.5 mile stretch of paved greenway parallels McFee Road. The greenway provides a safe route for residents of Bridgemore, McFee Manor and the Cottages at Pryse Farm subdivisions to walk, bike or run over to McFee Park.

**Parkside Greenway** runs parallel to I-40 from Lovell Road to the sidewalk on the northwest portion of Parkside Drive. This is a shared cooperative with the Town of Farragut and Knox County Parks and Recreation.



**Ten Mile Creek Greenway** begins outside the sector at Walker Springs Road (just west of Walmart) and runs parallel to Ten Mile Creek, hence the name. The greenway passes by Walker Springs Park which offers a 0.3 mile connector trail to the greenway in addition to a great start location. From the Park's greenway connection, heading east winds over to Gallaher View Road to connect with the Cavet Station Greenway that runs north to Middlebrook Pike and its sidewalk system. Westbound, the greenway winds through the woods, crossing Bridgewater Road under I-40, before terminating with the Southwest County Sector at the Carmike Wynnsong Theater.

**Turkey Creek Greenway** parallels the southern edge of I-40, skirting the scenic Turkey Creek Wetland, the largest wetland area in Knox County. Beginning at Lovell Road, the greenway runs behind the Turkey Creek Shopping Center, connecting to the road's sidewalk system and offers several connections to access the stores and restaurants along the way. Greenway connects with the Parkside Greenway in the Town of Farragut.

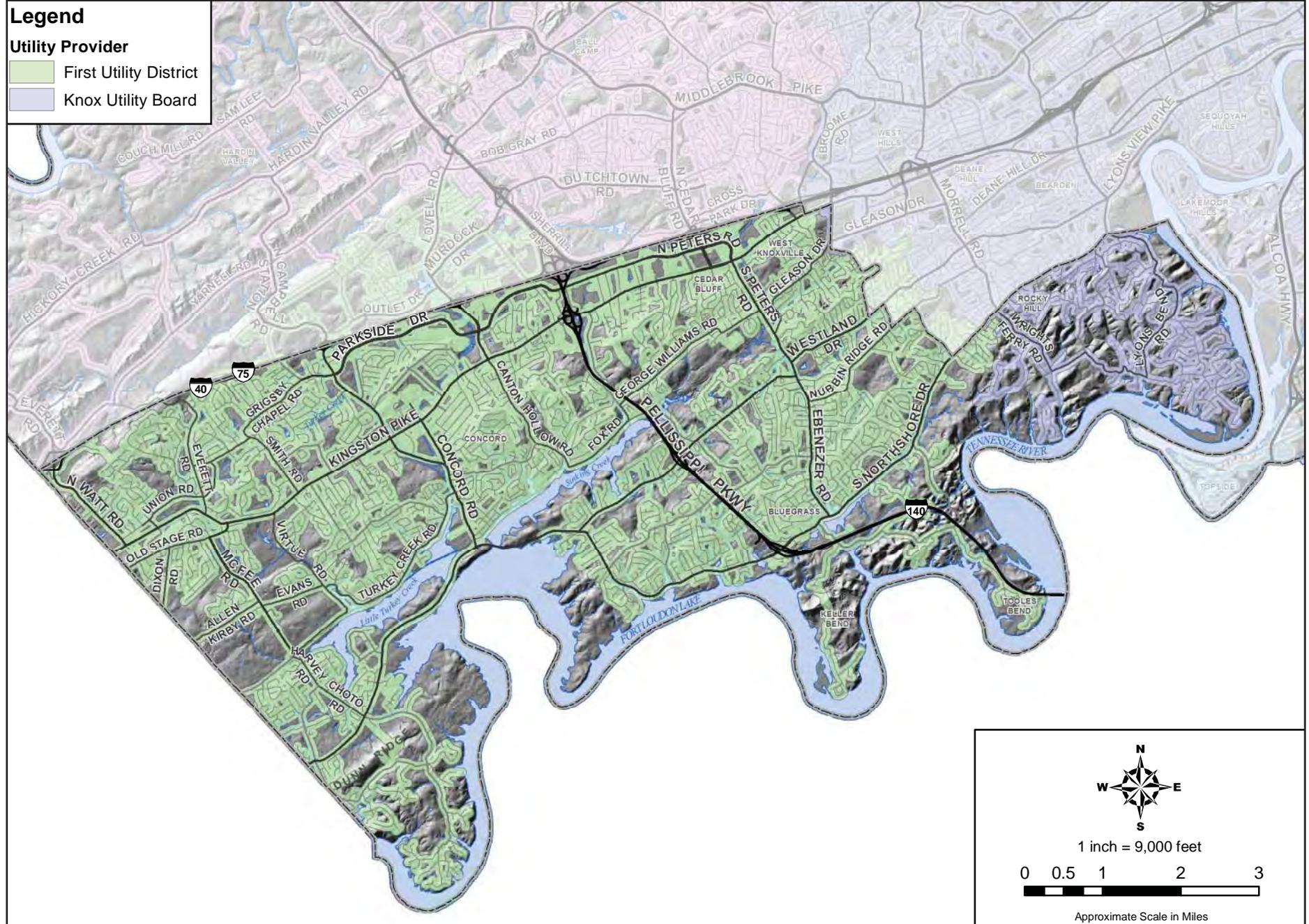
#### Public Safety

Law enforcement is provided by the Knox County Sheriff's Department and the City of Knoxville Police Department. Rural Metro Fire Department (RMFD) and the City of Knoxville Fire Department provide fire protection within this sector. RMFD stations service the majority of the area.

#### Public Utilities

Water and sewer services are provided primarily by First Utility District (See the Existing Wastewater Service and Existing Water Service maps). The Knoxville Utility Board (KUB) also serves some of the eastern portions of the sector. Generally, sewer services can be extended if contractors and builders will incur the costs. Electricity is purchased from the Tennessee Valley Authority and is available throughout the sector, primarily by Lenoir City Utilities Board. KUB provides electricity in some portions of the sector east of Ebenezer Road. Natural gas is available in most of the sector, and is provided by KUB.

# Southwest County Sector: Existing Water Service

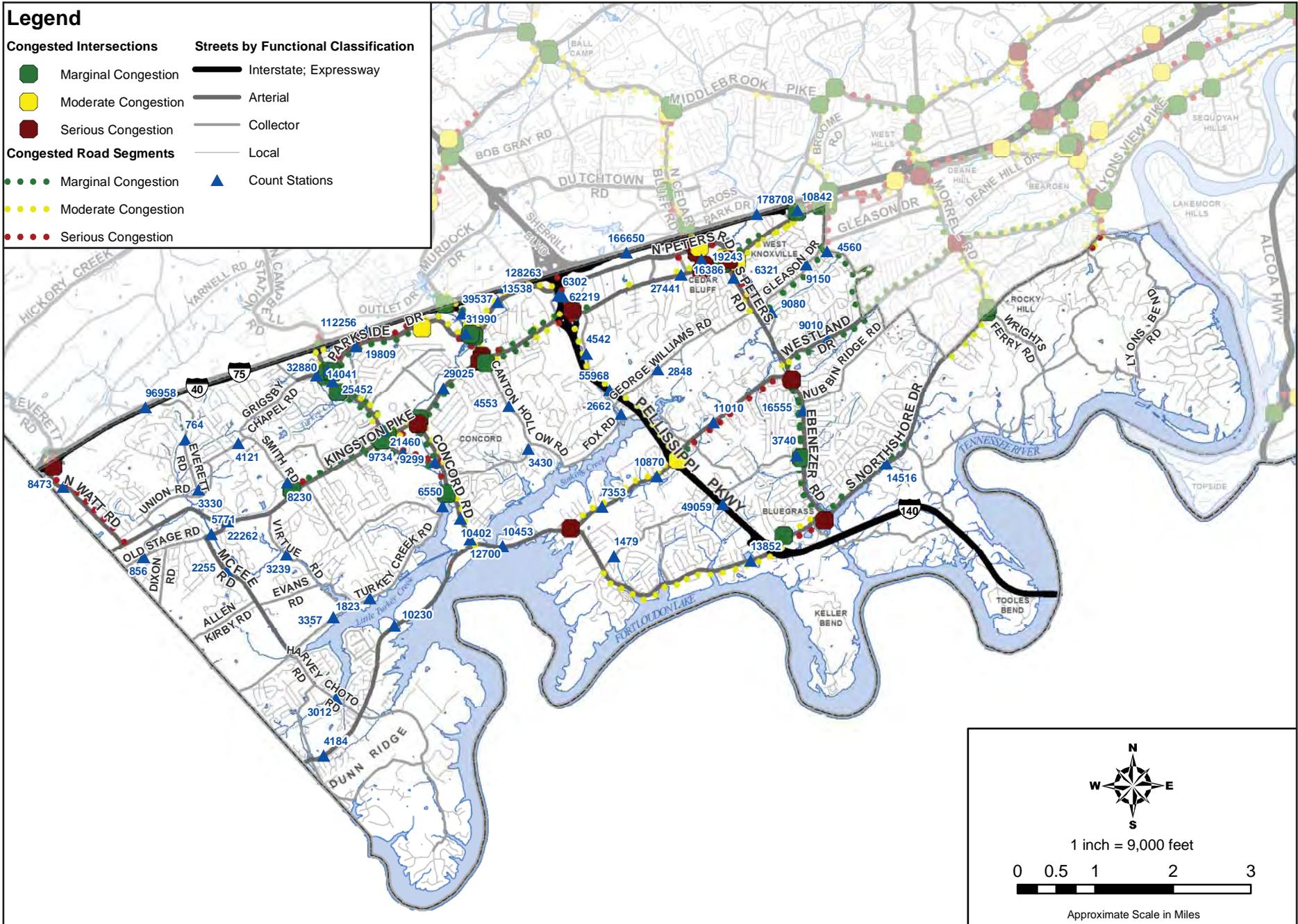




# Southwest County Sector: Roadway Classification and Traffic Congestion

**Legend**

<b>Congested Intersections</b>		<b>Streets by Functional Classification</b>	
	Marginal Congestion		Interstate; Expressway
	Moderate Congestion		Arterial
	Serious Congestion		Collector
<b>Congested Road Segments</b>			Local
	Marginal Congestion		Count Stations
	Moderate Congestion		
	Serious Congestion		



1 inch = 9,000 feet  
 0 0.5 1 2 3  
 Approximate Scale in Miles

## TRANSPORTATION

The *Major Road Plan for the City of Knoxville and Knox County* was adopted by MPC, City Council, and County Commission in 2004 and updated in 2011. It views each road as part of the overall transportation system and identifies its functional classification (such as freeways and arterial roads). It assigns right-of-way requirements based on the purpose and function of the road, future road improvements, future pedestrian improvements, traffic counts, and anticipated development. The recommendations contained in the Major Road Plan are brought forward into the sector plan.

### Sidewalks

Sidewalks are one of the most highly requested items when residents discuss their neighborhoods, but are extremely expensive to retrofit. It is strongly encouraged to install them with new development. When roads are widened or new roads are constructed by the County or the Town of Farragut, sidewalks must be added if state or federal transportation dollars are to be used. The presence of sidewalks can be seen on the Sidewalk, Greenway, and Transit Route map.

Most of the roadways in this sector do not have sidewalks. A few main streets with sidewalks include Concord Road, Kingston Pike, Parkside Drive, S. Peters Road, Ebenezer Road, and Westland Drive.

The Town of Farragut requires pedestrian facilities as part of their subdivision regulations, but Knox County currently has no such requirements. MPC may choose to require sidewalks and this is more likely to occur within the Parental Responsibility Zones (PRZ) adjacent to public schools, where parents are responsible for getting their children to school if they live within 1 mile of the elementary school or 1.5 miles if the child attends a middle school or high school.

In 2014, Knox County commissioned the development of a *Walk-to School Prioritization Analysis and Improvement Concept Plans* for areas around Knox County Schools. The plan outlines pedestrian improvements around Blue Grass Elementary School and West Valley Middle School.



Improvements for Blue Grass Elementary School included crossing islands on Ebenezer Road at the intersections of Nubbin Ridge Road, Highbridge Road, Gatwick Road, and Grenada Boulevard. Additional recommendations included a “walking school bus”, improved pedestrian signalization at Ebenezer and Bluegrass Road, and a new pedestrian connection between Vale View Road and Bluegrass Road as part of future redevelopment in the area.

Improvements for West Valley Middle School included rapid flashing beacons with buttons and warning signs at the intersection of Shady Bend Lane and George Williams Road and at the intersection of Engert Road and George Williams. Also, the plan recommended upgrading existing pedestrian facilities at the intersection of George Williams Road and Millstone Lane including ADA-compliant pedestrian signal heads, pushbuttons, and curb ramps.

Other recommendations included constructing a crossing island in the two-way left lane of George Williams Road at Bramblewood Lane, a possible trail between the South Cedar Bluff neighborhood (Elkmont Road) and Bramble Lane, and development of a neighborhood route and encouragement plan for the South Cedar Bluff neighborhood.

### Bicycle Lanes and Greenways

Bicycle lanes currently exist on Campbell Station Road between the school access to Farragut High School and

Parkside Drive. Most roads in the sector do not support riding bicycles due to a lack of shoulders, high speeds, and/or medium to high traffic volumes. New roads and road widening projects must include bike lanes. Concord Road, which is expected to be widened in the near future, will include bike lanes and a greenway between Turkey Creek Road and Northshore Drive.

In the Town of Farragut, Grigsby Chapel Greenway provides more than 2 miles of asphalt trails connecting subdivisions, condos, and apartments, and a ¼ mile segment connects to Farragut Primary School. Turkey Creek Greenway is nearly 2 miles connecting subdivisions and Anchor Park. Parkside Greenway is 2 miles of trail connecting Campbell Station Road to the Turkey Creek shopping areas and Lovell Rd. Many other shorter greenways exist in the Town of Farragut within and between subdivisions. The presence of greenways can be seen on the Sidewalk, Greenway, and Transit Route map.

### Transit

The Knoxville Area Transit (KAT) is the largest provider of public transit in the Knoxville region. KAT focuses its service within the City of Knoxville. Since the majority of this sector lies within unincorporated Knox County, the vast majority of the sector is not served by traditional bus service. Residents’ ability to use transit is limited to the Cedar Bluff area within this sector which is serviced Knoxville Area Transit’s (KAT) Route 11 - Kingston Pike and Route 16 - Cedar Bluff Connector. The location of these two routes can be seen on the Sidewalks, Greenways, and Transit Routes map.

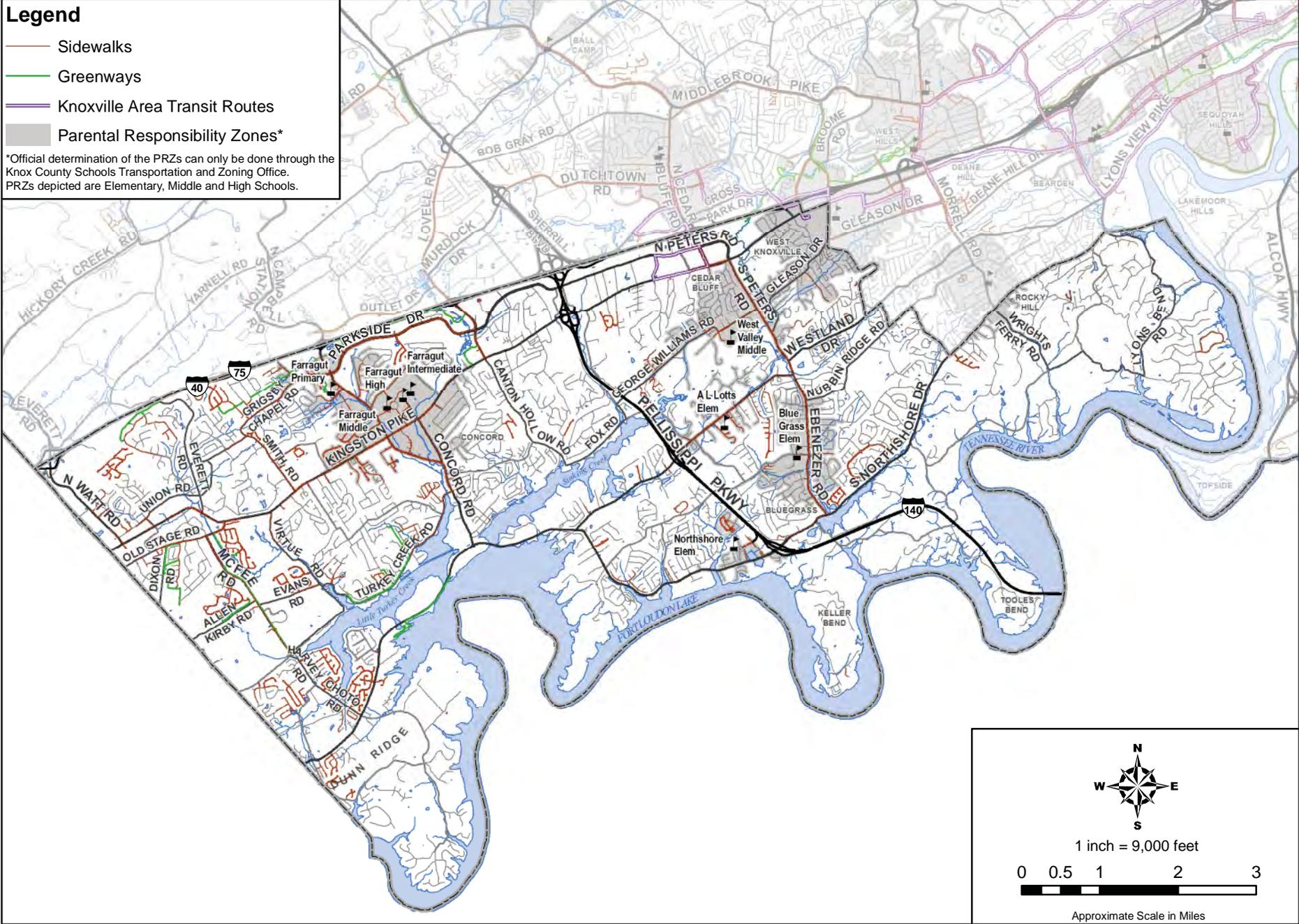
In addition, Knoxville-Knox County Community Action Committee (CAC) and the East Tennessee Human Resource Agency (ETHRA) serve Knox County providing demand response transit services. While most of their service is geared towards people needing medical services and helping those persons with disabilities, they do provide general public transit service trips for any purpose. Demand response service is typically defined as using accessible mini-buses or wheel chair lift equipped vans. The passenger makes an advanced appointment to be picked up.

# Southwest County Sector: Sidewalks, Greenways, Transit Routes, and PRZs

**Legend**

- Sidewalks
- Greenways
- Knoxville Area Transit Routes
- Parental Responsibility Zones\*

\*Official determination of the PRZs can only be done through the Knox County Schools Transportation and Zoning Office. PRZs depicted are Elementary, Middle and High Schools.



## ENVIRONMENTAL CONSTRAINTS

### Topography

The *Knoxville Knox County Hillside and Ridgetop Protection Plan* is the result of the Joint City/County Task Force on Ridge, Slope and Hillside Development and Protection. The plan was adopted in 2011 and 2012 by the Knoxville City Council and Knox County Commission, respectively. It defines a Hillside and Ridgetop Protection Area (HRPA) as having slopes of 15 percent or greater, restricting the density of development to preserve and protect ridges and hillsides within Knox County. By protecting these areas, stormwater runoff is reduced and riparian areas are maintained. Sloped areas have greater susceptibility for soil slippage and failure. Many of the soils along slopes are considered unstable, and removal of vegetation that secures soil promotes further slope failure. Public safety is also a concern in relocating the intensity of development.

The *Knoxville Knox County Hillside and Ridgetop Protection Plan* recommendations (as of 2012) regarding steep slopes and hillsides is to restrict development on slopes greater than 15 percent and along streams and rivers.

The Southwest County Sector has ridgelines running southwest to northeast across portions of the sector and shaping how development takes place over time. The highest elevations within the sector are found at Cedar Bluff and the west end of Black Oak Ridge, near Watt Road and Interstate 40. Other topographic constraints can be seen along the Tennessee River (See the Environmental Constraints map).

### Flood Prone Areas

Most of the runoff from this sector flows south to the Tennessee River, carried primarily by Fourth Creek, Ten Mile Creek, Sinking Creek, Turkey Creek, and Little Turkey Creek. According to FEMA the principal flooding sources in the Southwest County Sector are Ten Mile Creek and Sinking Creek, Turkey Creek and North Fork Turkey Creek, Little and Turkey Creek.

**Table 11. Hillside and Ridgetop Protection Plan Policies\***

<p><b>LOW DENSITY RESIDENTIAL</b>  <b>Density limits within the Hillside and Ridgetop Protection Area (HRPA):</b></p> <ul style="list-style-type: none"> <li>• 15 - 25 percent slope = two houses per acre in the low density residential areas; one house per acre in agricultural and rural residential areas</li> <li>• 25 - 40 percent slope = one house per two acres</li> <li>• 40+ percent slope = one house per four acres</li> <li>• Ridgetops are generally the more level areas on the highest elevations of a ridge. Because the shapes of Knox County ridges are so varied, the ridgetop area should be determined on a case-by-case basis with each rezoning and related development proposal.</li> </ul>
<p><b>MEDIUM DENSITY RESIDENTIAL AND OFFICE DEVELOPMENT</b>  <b>within the HSPA that extends into the 15 to 25 percent slope should only be considered:</b></p> <ul style="list-style-type: none"> <li>• If the slope is closer to 15 percent and the building footprint does not exceed 5,000 square feet per one acre</li> <li>• If the slope is closer to 25 percent and the building footprint does not exceed 5,000 square feet per two acres</li> <li>• All proposals should be subject to the approval of a use on review and site plan by the Knoxville Knox County Metropolitan Planning Commission</li> </ul>
<p><b>COMMERCIAL DEVELOPMENT</b>  <b>within the HSPA that extends into the 15 to 25 percent slope:</b></p> <ul style="list-style-type: none"> <li>• Slope restoration and reforestation of cut-and-fill areas should be accomplished to minimize the long term impact to water quality and lessen forest canopy loss</li> </ul>
<p><b>HEIGHT OF NEW BUILDINGS</b> within the HSPA:</p> <ul style="list-style-type: none"> <li>• Limit to 35 feet</li> </ul>

\* Please note that this is not a complete list of the policies from the *Knoxville-Knox County Hillside and Ridgetop Protection Plan*, as adopted by Knox County Commission, Resolution RZ-12-1-101 on January 23, 2012

Ten Mile Creek flows from north to south near the western edge of Knoxville, draining an area of about 16 square miles. The drainage from the entire basin flows into an active sinkhole system located about 3,000 feet west of the intersection of Ebenezer Road and the Southern Railway tracks. From there, the water flows underground through an interconnected cave system and finally discharges as a spring at the head of Sinking Creek embankment of Fort Loudoun Lake. Its average slope is 20 feet per mile. Ten Mile Creek is joined at mile 2.84 by Sinking Creek, its main tributary. (*Ogden Environmental and Energy Services, 2000*)

Turkey Creek drains an area of 24.8 square miles and flows into Fort Loudoun Reservoir. Turkey Creek has an average fall of about 25 feet per mile. From Interstates 40-75 to its mouth, the slope averages 47 feet per mile.

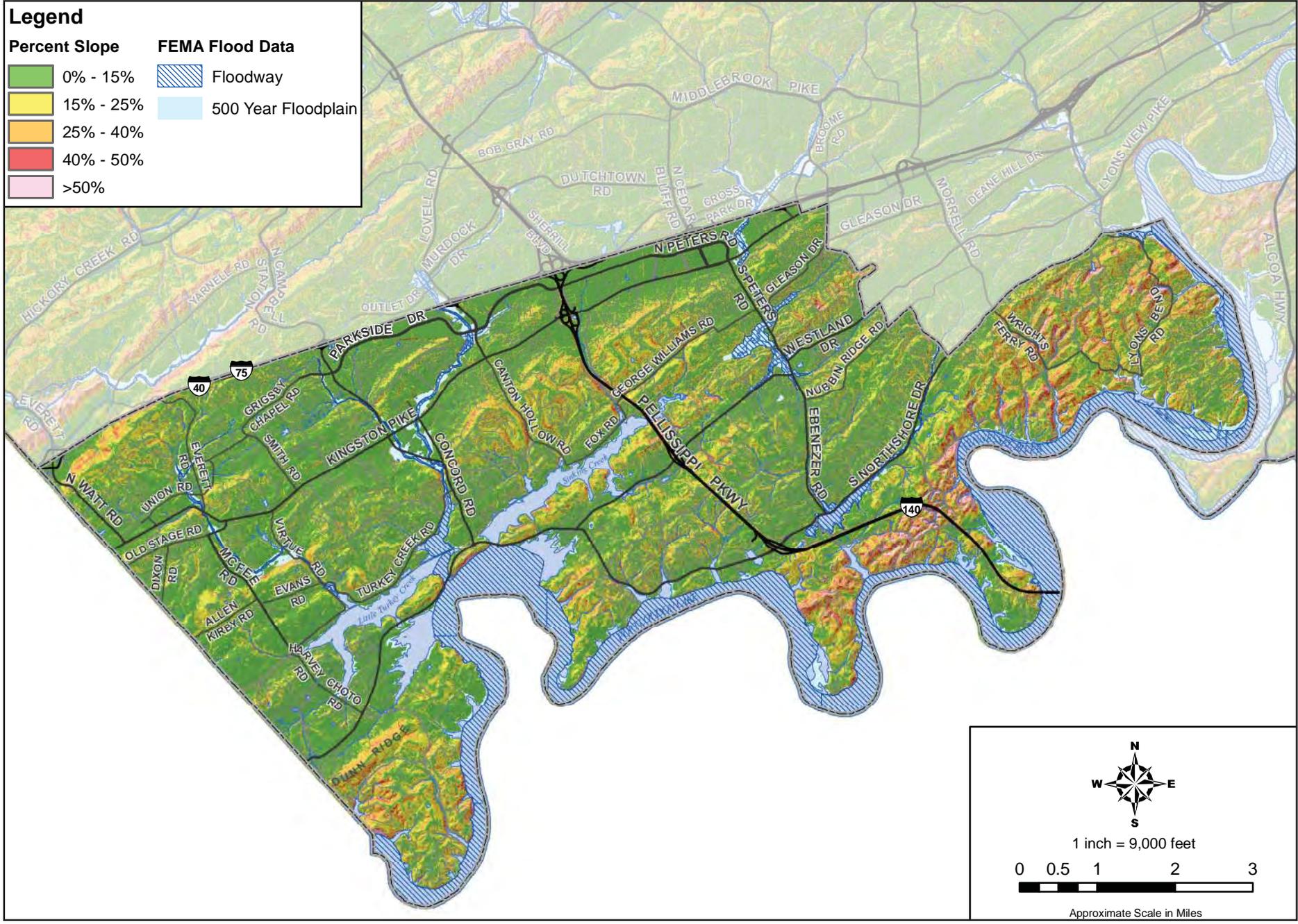
Little Turkey Creek is the western most major creek where the headwaters start at Everett Road and flow south to the Tennessee River.

Continuing urban development has increased the flood potential and floods which occurred many years ago could differ in magnitude, should they occur today. Little Turkey Creek and Ten Mile Creek are impaired streams. Little Turkey Creek impairments include the loss of biological integrity due to siltation. Ten Mile Creek impairments include habitat loss due to alteration in streamside or littoral vegetative cover, loss of biological integrity due to siltation, and *Escherichia coli*. See the Watersheds and Impaired Steams map for their locations.

### Water Quality

As more people have moved into the County, the corresponding development of buildings, roads and other areas has changed the natural hydrologic characteristics of County watersheds and streams. Figure 5 illustrates how impervious cover and urbanizing drainage systems results in increased runoff to creeks and rivers. As areas urbanize, roof and pavement now covers areas that once allowed rain water to infiltrate into the ground, thus increasing the volume of stormwater runoff that is delivered to local streams. The result is that local streams must carry more water, at a faster rate and for a longer amount of

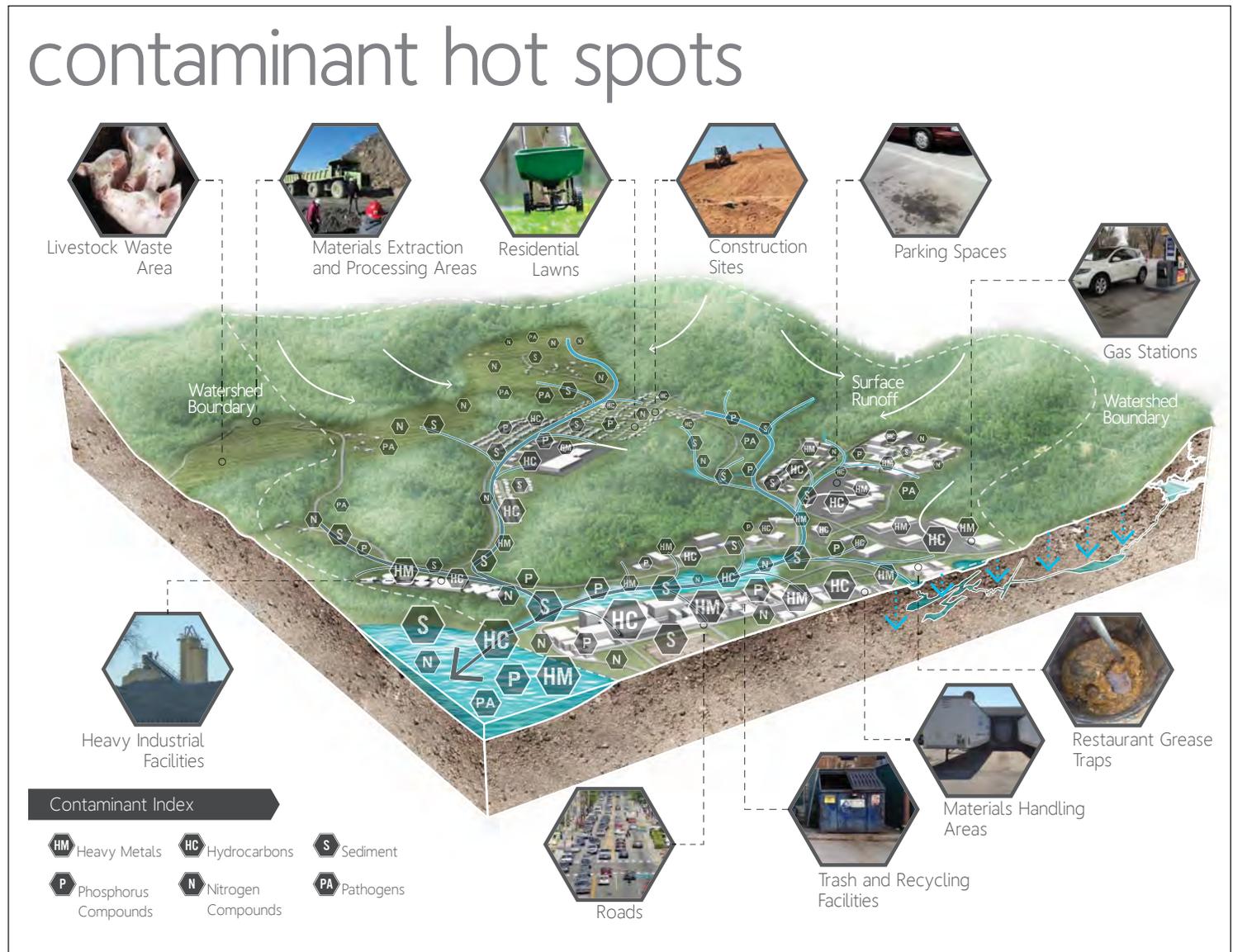
# Southwest County Sector: Environmental Constraints



time. Consequently, stream beds and banks that cannot tolerate these changes begin to erode, often significantly widening the stream and sometimes moving its location altogether. Stream bank erosion is also a contributor of sediment to local streams and lakes, resulting in a decrease in water quality and aquatic habitat.

Stormwater runoff from development can impact Knox County streams in other ways. Rain water falling on buildings, roadways and construction activities can become contaminated with sediments, suspended solids, nutrients phosphorous and nitrogen, metals, pesticides, organic material and floating trash. These pollutants are then carried into local streams. Unlike sanitary wastewater and industrial wastewater, most stormwater is not treated prior to entering streams. Pollution of stormwater runoff must be prevented at the source.

Prior to the late 1990s, the Knox County stormwater management program focused almost exclusively on street and lot drainage control (e.g., ditches, culverts and detention ponds). This was the case in most small and medium-sized communities in the United States, where the conveyance of stormwater runoff quickly and safely away from developed



Areas where land use and activities generate stormwater runoff with higher contaminant concentrations than are typical in stormwater are referred to as hot spots. (Illustration from the publication, *Low Impact Development* by the University of Tennessee, Knoxville, Landscape Architecture Program)

areas and roadways was the only stormwater-related priority. Across the nation, Federal, state and local government priorities have expanded over time with the recognition that this narrow focus contributes to the deterioration and loss of natural drainage ways, floodplains, riparian areas and other water resources, all of which are valuable for drainage control and water quality management. Knox County's program now has a more comprehensive charge, which is the management of stormwater quantity and quality. For more information you can see Knox County's Stormwater Management Plan (<http://www.knoxcounty.org/stormwater>).

# Southwest County Sector: Watersheds and Impaired Streams

## Legend

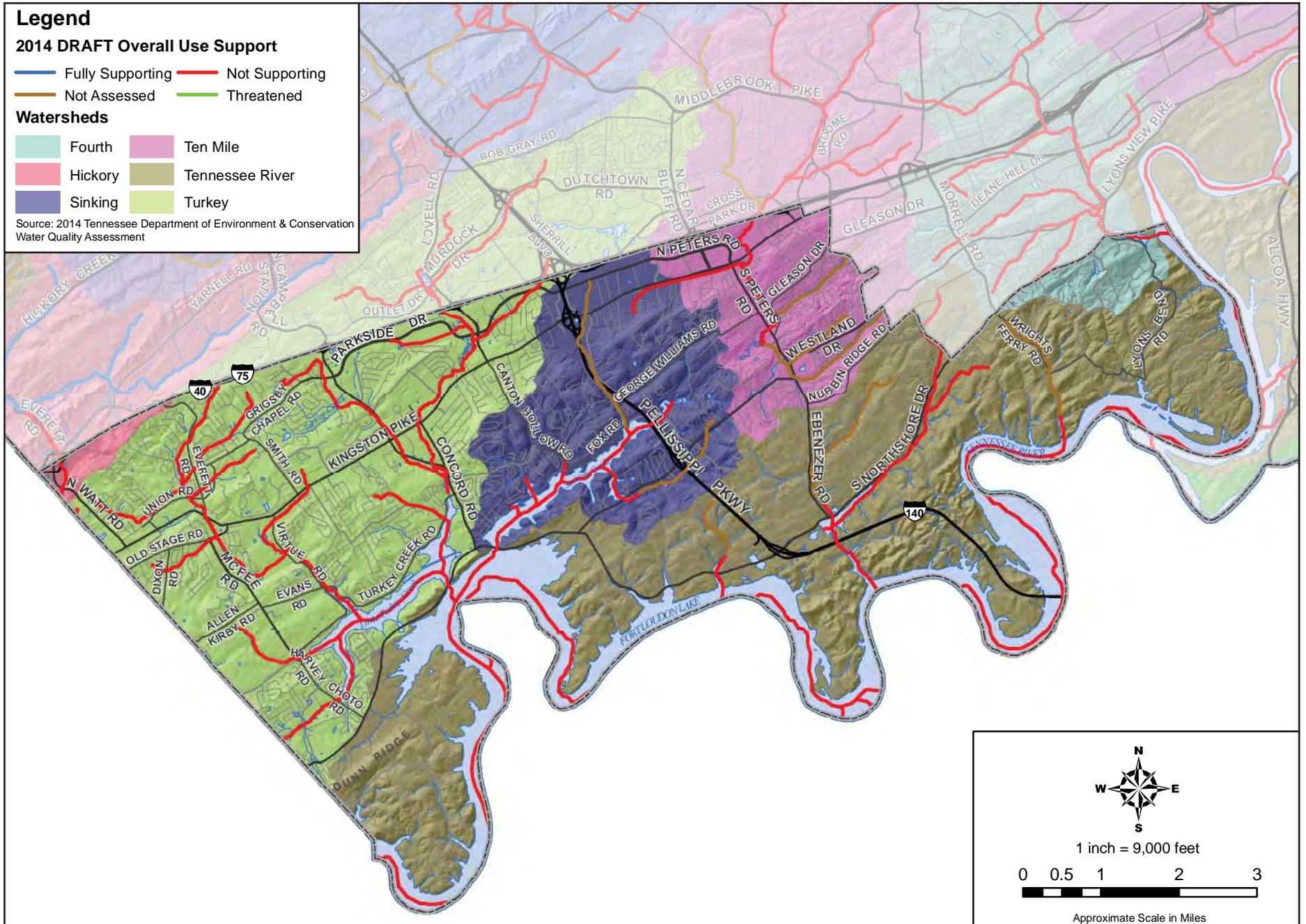
### 2014 DRAFT Overall Use Support

- Fully Supporting
- Not Supporting
- Not Assessed
- Threatened

### Watersheds

- Fourth
- Ten Mile
- Hickory
- Tennessee River
- Sinking
- Turkey

Source: 2014 Tennessee Department of Environment & Conservation Water Quality Assessment



### **Agricultural Soils and Greenbelt Program Parcels**

Knox County is home to the Food Policy Council which was created in 1982. This group works to address issues regarding food systems planning such as cost, availability, distribution, access and health of the local food supply in Knoxville and Knox County.

Public health impacts, such as rates of obesity, diabetes and heart disease have demonstrated strong correlations with lack of access to healthy affordable food. The Knox County Health Department, the City of Knoxville and other organizations have been working to address the problem of “food deserts,” which are areas where

populations are challenged by low income and poor access to a supermarket or large grocery store. While the majority of US Department of Agriculture (USDA) designated “food deserts” are within city sectors, the more rural and suburban areas of Knox County offer opportunities to retain and develop the local agricultural economy by preserving prime soils for farms and farming.

The Southwest County Sector is suburban in nature with only 26 percent of the existing land use designated as Agriculture/Forestry/Vacant Land. Currently, 31 percent of land (13,167 acres) in the Southwest County is considered prime farmland or locally important soils.

The State of Tennessee’s Greenbelt Program applies to parcels where the property owner has elected to limit the use of land to agriculture or forest production practices. By doing so, a landowner’s property tax is based on the value as farm or forest land and not on market value for residential or commercial purposes. The Greenbelt program does not guarantee permanent farmland protection; owners can opt out and redevelop after paying rollback taxes. In the Southwest County sector, 13 percent of land is protected under the Greenbelt program.

Another option for landowners is to use agricultural conservation easements and/or conservation subdivision development to preserve local farmland.

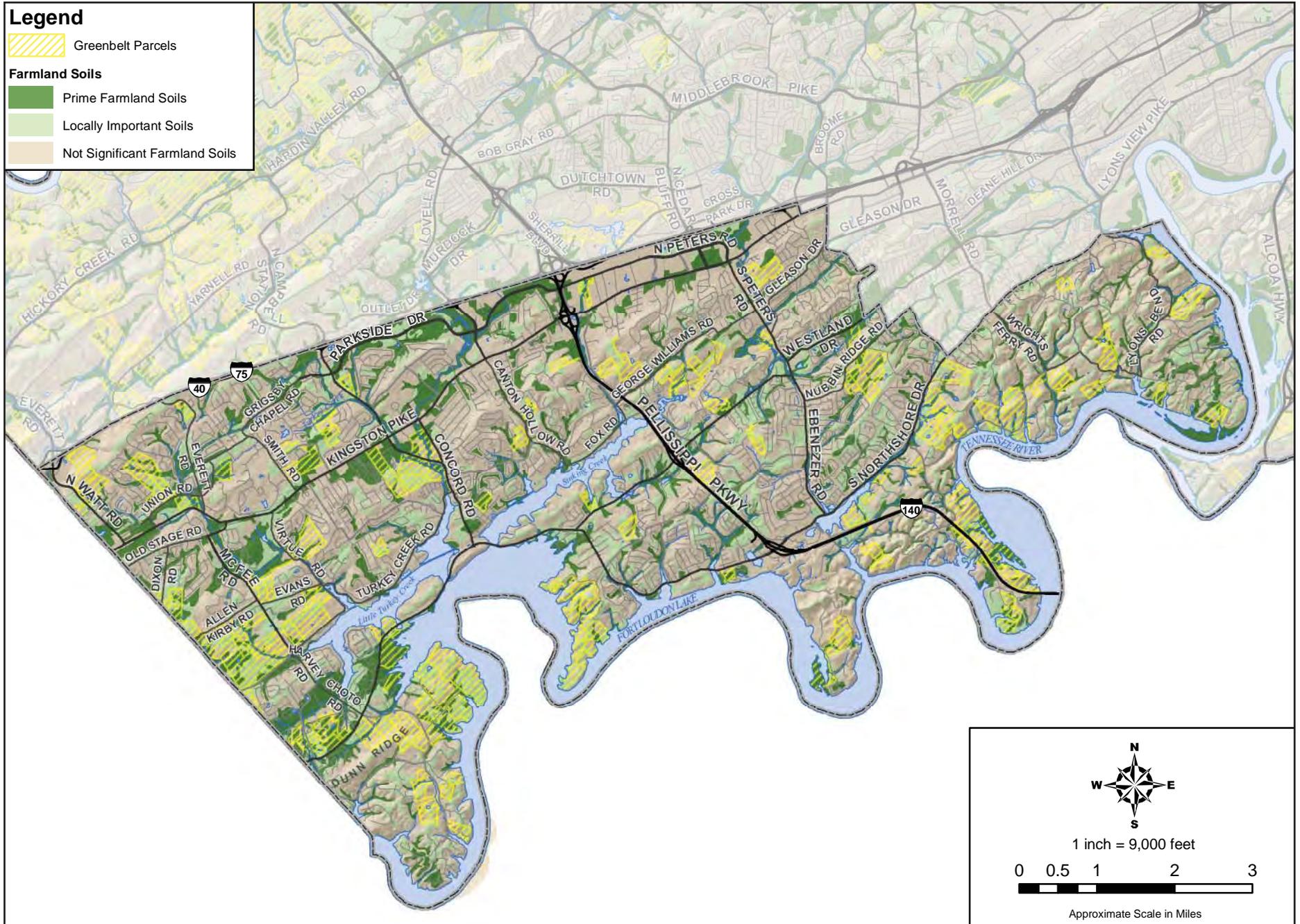


*Photo courtesy of Riverview Family Farm*

# Southwest County Sector: Agriculture Soils and Greenbelt Program Parcels

**Legend**

-  Greenbelt Parcels
- Farmland Soils**
  -  Prime Farmland Soils
  -  Locally Important Soils
  -  Not Significant Farmland Soils



  
 1 inch = 9,000 feet  
  
 Approximate Scale in Miles

## LAND USE AND DEVELOPMENT TRENDS

### Existing Land Use

Existing land use refers to the actual use of land based on its observable characteristics. It describes the predominant use that takes place in physical or observable terms (e.g., farming, shopping, manufacturing, vehicular movement, etc.). The existing land use classification definitions ONLY apply to this existing land use section.

As of 2015, Southwest County Sector land use is mainly comprised of single family residential at 28 percent of the total acreage. The second largest acreage is agriculture/forestry/vacant at 26 percent (See the Existing Land Use map).

### Agriculture/Forestry/Vacant:

Includes land that is used for agricultural or forestry purposes. This classification also incorporates vacant land that is not used in conjunction with adjacent parcels, and includes single family residential on ten or more acre lots.

### Commercial:

Includes land uses that have sales and services, not including personal services such as real estate and banking services, which are classified under office.

### Industrial/Manufacturing:

Includes all manufacturing and assembly uses. This category is used as a catch-all for uses commonly found in industrial areas, excluding wholesale/warehousing.

### Multifamily Residential:

Includes residential developments commonly associated with development that is denser than single family development, including condominiums, planned unit development, mobile home parks, group quarters, and multifamily housing.

### Office:

Typical office uses should be categorized here including those that are primarily office-use in character. The use includes some uses that may sometimes be considered commercial uses, such as banks and real estate offices. Use this category as a catch-all designation for all office-type uses.

### Private Recreation:

Includes cultural or natural exhibition, amusement, recreation activities (ex. private golf courses), resorts, and camps.

### Public Parks:

Includes public parks, public golf courses, and public nature preserves (ex. Forks of the River Wildlife Management Area, House Mountain State Natural Area and Seven Islands State Birding Park).

### Public/Quasi Public Land:

Includes government owned land, religious institutions, public gathering places, educational services, cemeteries, and museums.

### Right of Way/Open Space:

Includes public rights of way that have no major structures.

### Rural Residential:

Includes residential uses that are located on two (2) to ten (10) acre parcels.

### Single Family Residential:

Includes residential uses that are located on two (2) or less acre parcels.

### Transportation/Communication/Utilities:

This is a catch-all category comprising transportation, communication, and utilities for essential facilities.

### Under Construction/Other Uses:

Includes uses under construction, contract construction, and other uses that cannot be categorized.

### Water:

Includes permanently watered areas such as lakes, rivers, large sink holes, and creeks.

### Wholesale and Warehousing:

Wholesaling is an intermediate step in the distribution of merchandise. Wholesalers either sell or arrange the purchase of goods to other businesses and normally operate from a warehouse or office. They may be located in an office building or a warehouse. Unlike retailers, their warehouses and offices have little or no display of merchandise.

Warehousing includes storage facilities for general merchandise, refrigerated goods, and other warehouse products. They provide the facilities to store goods but do not sell the goods they handle. They may also provide a range of services related to the distribution of goods, such as labeling, breaking bulk, inventory control and management, light assembly, order entry and fulfillment, packaging, pick and pack, price marking and ticketing, and transportation arrangement.

**Table 12. Southwest County Sector Existing Land Use, 2015**

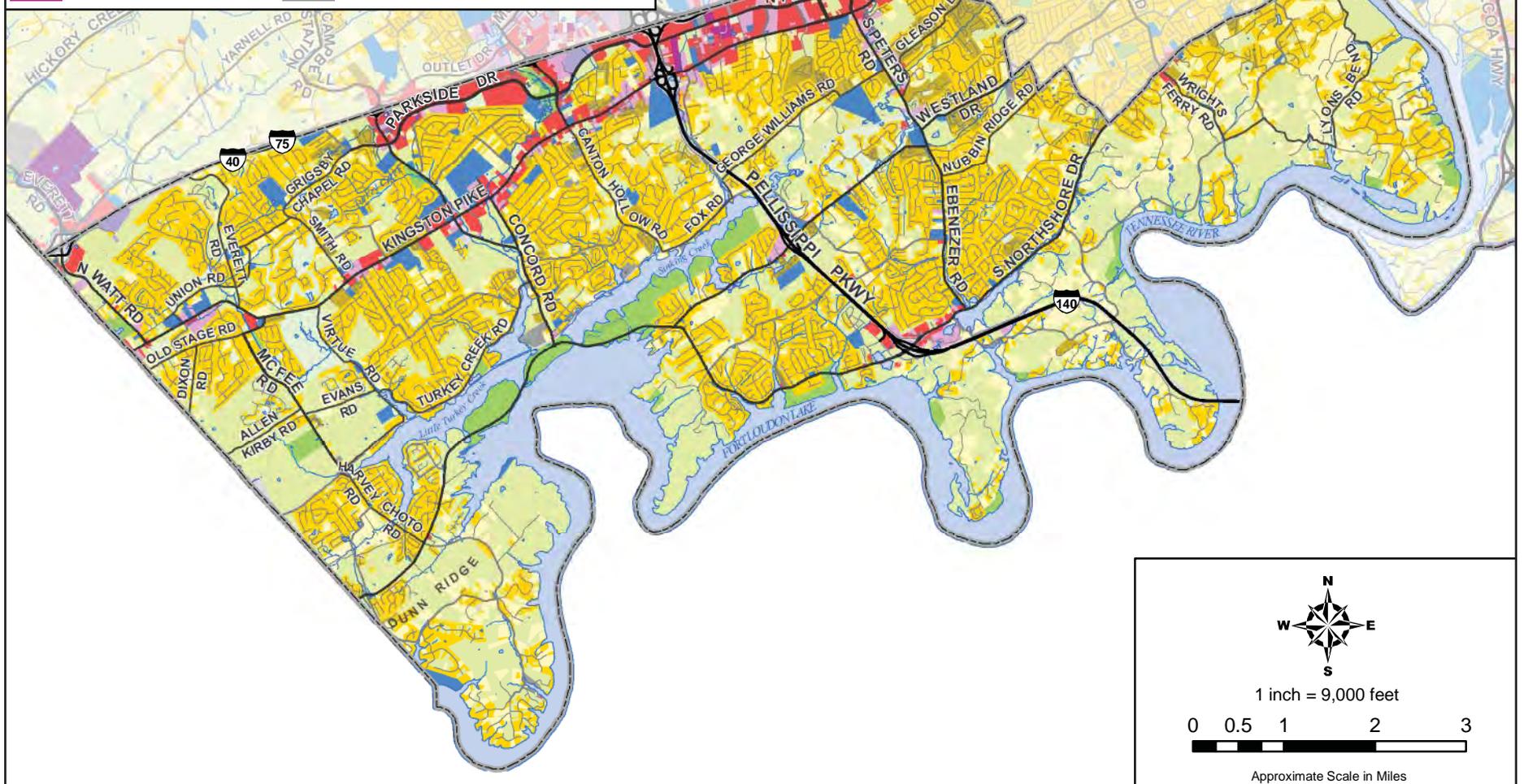
Land Use Categories	Acre	% Share
Agriculture/Forestry/Vacant Land	10,730.24	26%
Commercial	1,270.34	3%
Industrial (Manufacturing)	66.37	<1%
Multifamily Residential	936.31	2%
Office	564.50	1%
Private Recreation	717.42	2%
Public Parks	1,022.16	2%
Public/Quasi Public Land	907.04	2%
Right of Way/Open Space	4,081.20	10%
Rural Residential	3,615.85	9%
Single Family Residential	11,652.11	28%
Transportation/Communications/Utilities	133.39	<1%
Under Construction/Other Uses	8.32	<1%
Water	5,686.93	14%
Wholesale and Warehousing	45.63	<1%
<b>TOTAL</b>		<b>100.0</b>



# Southwest County Sector: Existing Land Use

## Legend

	Rural Residential		Public/Quasi Public Land
	Single Family Residential		Agriculture/Forestry/Vacant Land
	Multifamily Residential		Public Parks
	Commercial		Private Recreation
	Office		Under Construction/Other Uses
	Industrial (Manufacturing)		Water
	Mining and Landfills		Right of Way/Open Space
	Wholesale		Transportation/Communications/Utilities





### Residential Building Permits

The Southwest County added 3,097 residential units between 2005 and 2015 (Residential Buildings Permits New Construction map). Single dwelling units accounted for 87 percent, or the vast majority of all new construction with 2,711 units. Attached housing was second with 269 units. Compared to all new residential building activity across Knox County by sector, the number of residential units in the Southwest County accounted for 17 percent of all sectors combined.

Residential Type	Number	% Share	% Share of All Sectors
Detached Dwelling	2,711	87	22.6%
Multi-Dwelling	104	3	5.7%
Mobile Home	13	1	1.2%
Attached Dwelling	269	9	10.1%
TOTAL	3,097	100	17.6%



### Non-Residential Building Permits

Southwest County registered 422 non-residential building permits issued for new construction, or 29 percent of all sectors combined.

Non-Residential	Number	% share of All Sectors
Commercial	422	29%
Industrial	0	
TOTAL	422	



### Residential Subdivisions

From 2005 to 2015, Southwest County converted 1,966 acres into 161 new residential subdivisions and 2,412 lots. The sector also accounted for 17.8 percent of all residential subdivision lots compared to all county sectors.

Area	Southwest County	All County Sectors	Share (%)
Subdivision acreage	1,966.8	9,479.1	20.7%
Subdivisions	161.0	903.0	17.8%
Number of Lots	2,412.0	12,838.0	18.8%

### Housing

Since 1990, the total number of residential dwellings in the Southwest County grew 53 percent by adding 12,956 units. Single dwellings comprise the largest share of all housing unit types with 80 percent or 22,451 units. From 1990 to 2000, the Southwest County averaged approximately 62 new units a month. In the subsequent decade (2000 to 2010), numbers dropped for an average of 45 units a month.



Unit Type	1990	2000	Net Change 1990-2000	2010*	Net Change 2000-2010
Detached Dwelling	12,051		5,626	22,451	4,744
Multi-Dwelling	1,521	2,592	1,071	2,919	327
Mobile Home	390	337	-53	318	-19
Attached Dwelling	942	1817	875	2,172	355
TOTAL	14,904		7,519	27,860	5,437

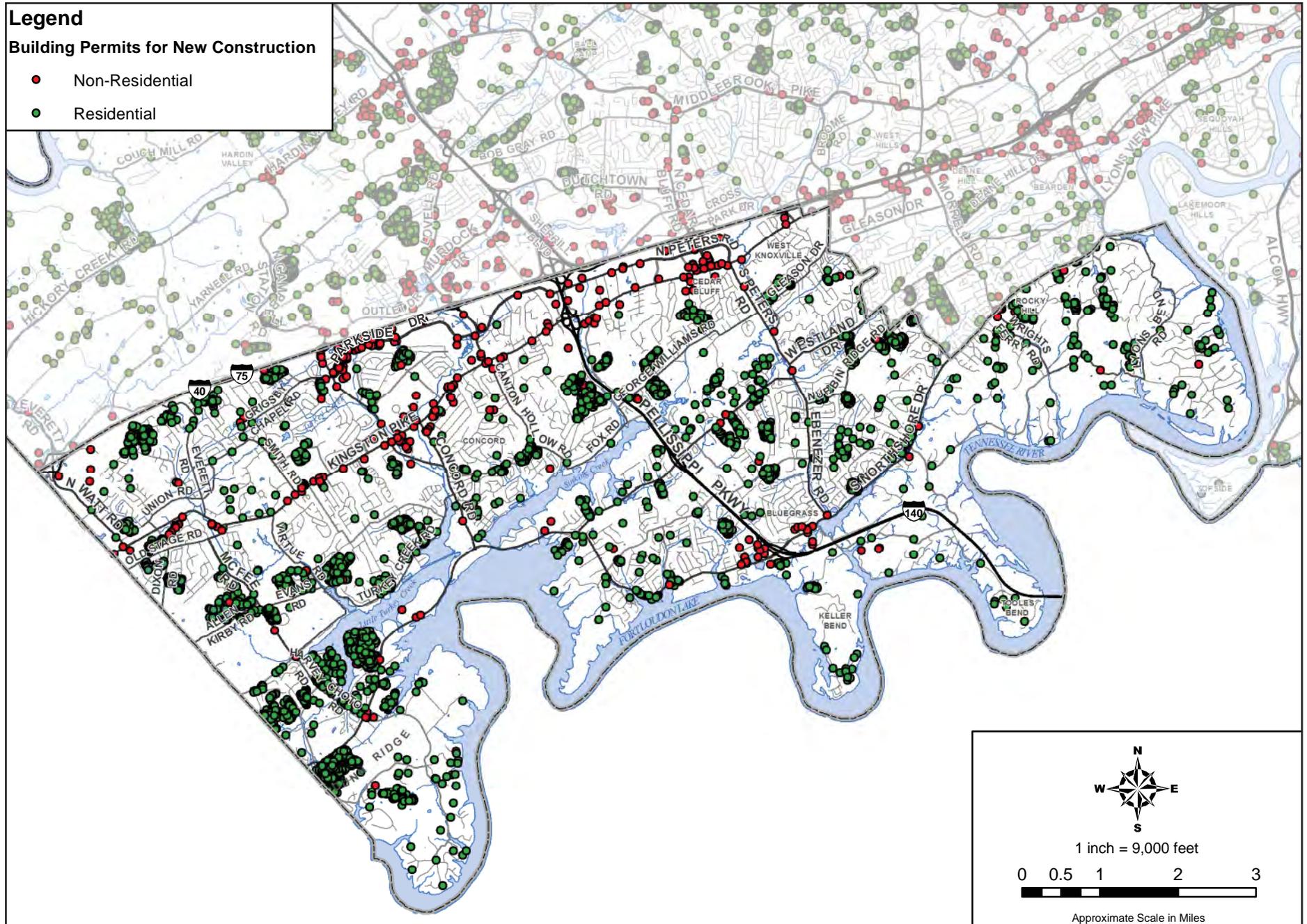
\*Based on U.S. Census Bureau 2008 - 2012 American Community Survey, 5-Year Estimate

# Southwest County Sector: Building Permits for New Construction

**Legend**

**Building Permits for New Construction**

- Non-Residential
- Residential



## Building Conditions

The source of the following information is compiled from the 2013 Knox County Property Assessor's data. MPC tabulated the total number of buildings by building conditions in the sector to show general patterns and percentages regarding existing stock.

### Commercial – Industrial Buildings:

The majority of commercial and industrial buildings are rated as “fair/average” or “good/very good/excellent.” There are 5 parcels that contain buildings rated as “poor,” they are located along Kingston Pike and the boat docks on Duncan Road. These patterns of conditions are depicted on the “Commercial and Industrial Building and Conditions” map.

Table 17. Southwest County Sector Commercial-Industrial Building Conditions (2013)		
Building Conditions	Number of Structures	Total Square Feet
Poor	5	12,431
Fair/Average	535	7,314,134
Good/Very Good/Excellent	492	6,653,874

Source: Knox County Property Assessor

### Residential Buildings:

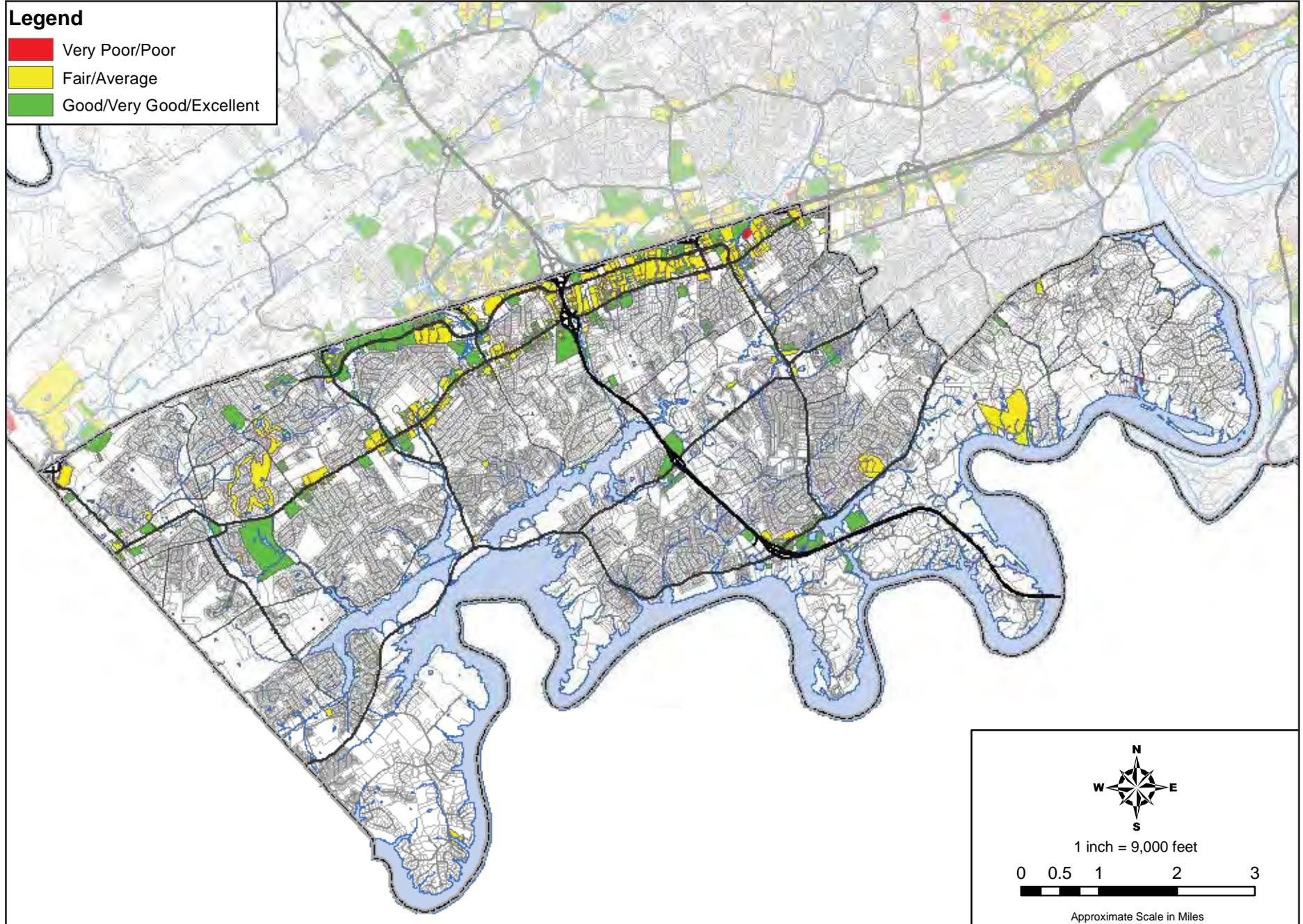
The patterns of conditions are depicted on the Residential Building Conditions map. The majority of residential structures are rated as “good/very good/excellent” or “fair/average.” Less than one percent (134 units) are on parcels that are rated “unsound/very poor/poor.”

Table 18. Southwest County Sector Residential Building Conditions, 2013			
Building Conditions	Dwelling Units	Apartment Building	Mobile Home
Unsound/Very Poor/Poor	110	0	24
Fair/Average	2,117	25	128
Good/Very Good/Excellent	20,518	115	10

Source: Knox County Property Assessor



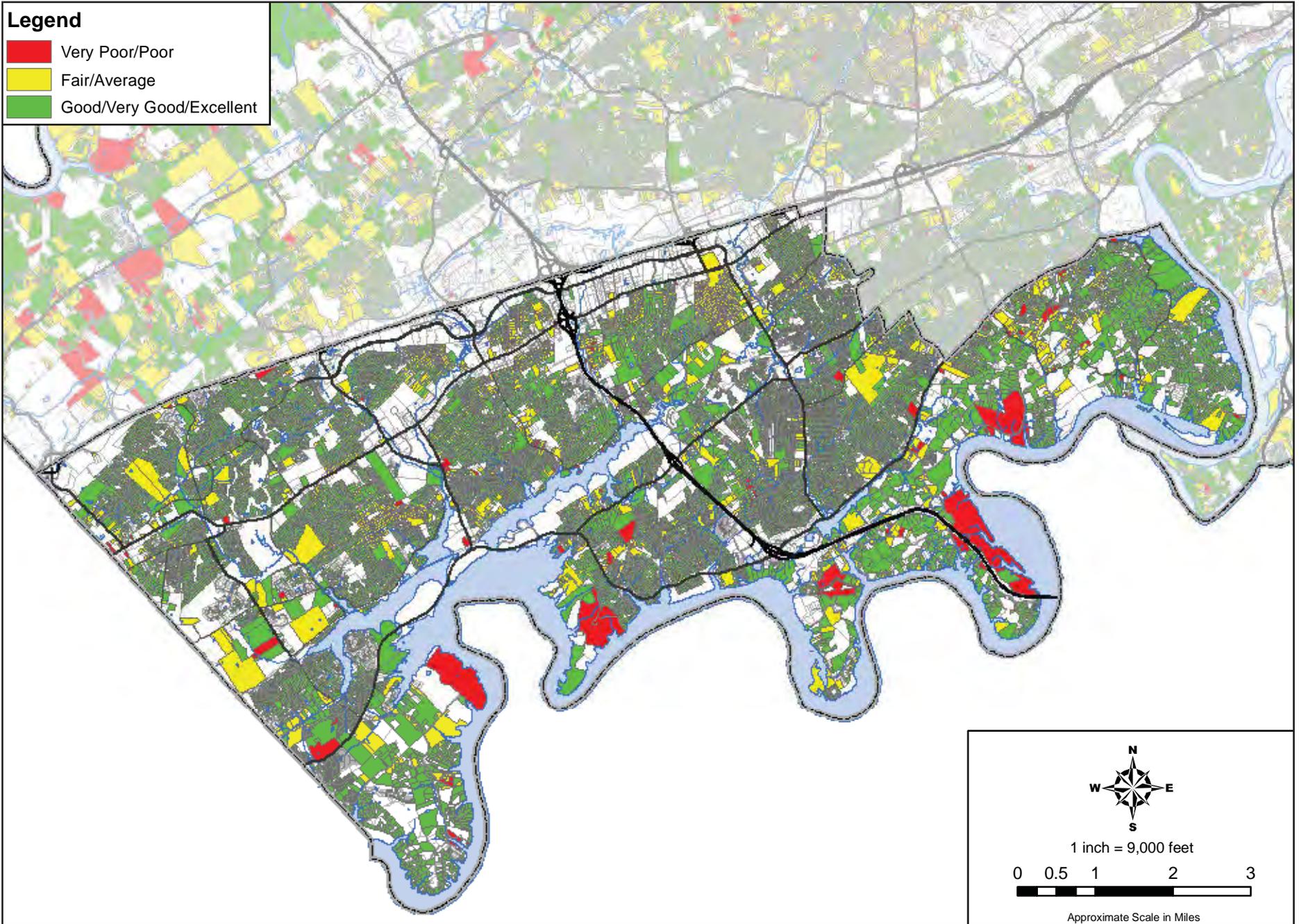
# Southwest County Sector: Commercial and Industrial Building Conditions - 2013



# Southwest County Sector: Residential Building Conditions - 2013

**Legend**

- Very Poor/Poor
- Fair/Average
- Good/Very Good/Excellent





### Growth Policy Plan

The unincorporated area of Knox County makes up the majority (63 percent) of the sector. Town of Farragut represents 26 percent, and the City of Knoxville represents 11 percent. The main areas that have been incorporated as part of the City of Knoxville include areas along Kingston Pike, Peters Road, Parkside Drive, Westland Drive, Northshore Drive, I-140 (Pellissippi Parkway) and small portions on Lyons Bend Road.

Table 19. Southwest County Sector, Growth Plan Areas and Municipalities		
Area	Acreage	% of Sector
Knox County - unincorporated area		
• Urban Growth Boundary	1,816.9	5%
• Planned Growth Area	12,598.5	33%
• Rural Area	9,384.7	25%
Town of Farragut	9,855.9	26%
City of Knoxville	4,316.7	11%
<b>TOTALS</b>	<b>37,972.7</b>	<b>100%</b>

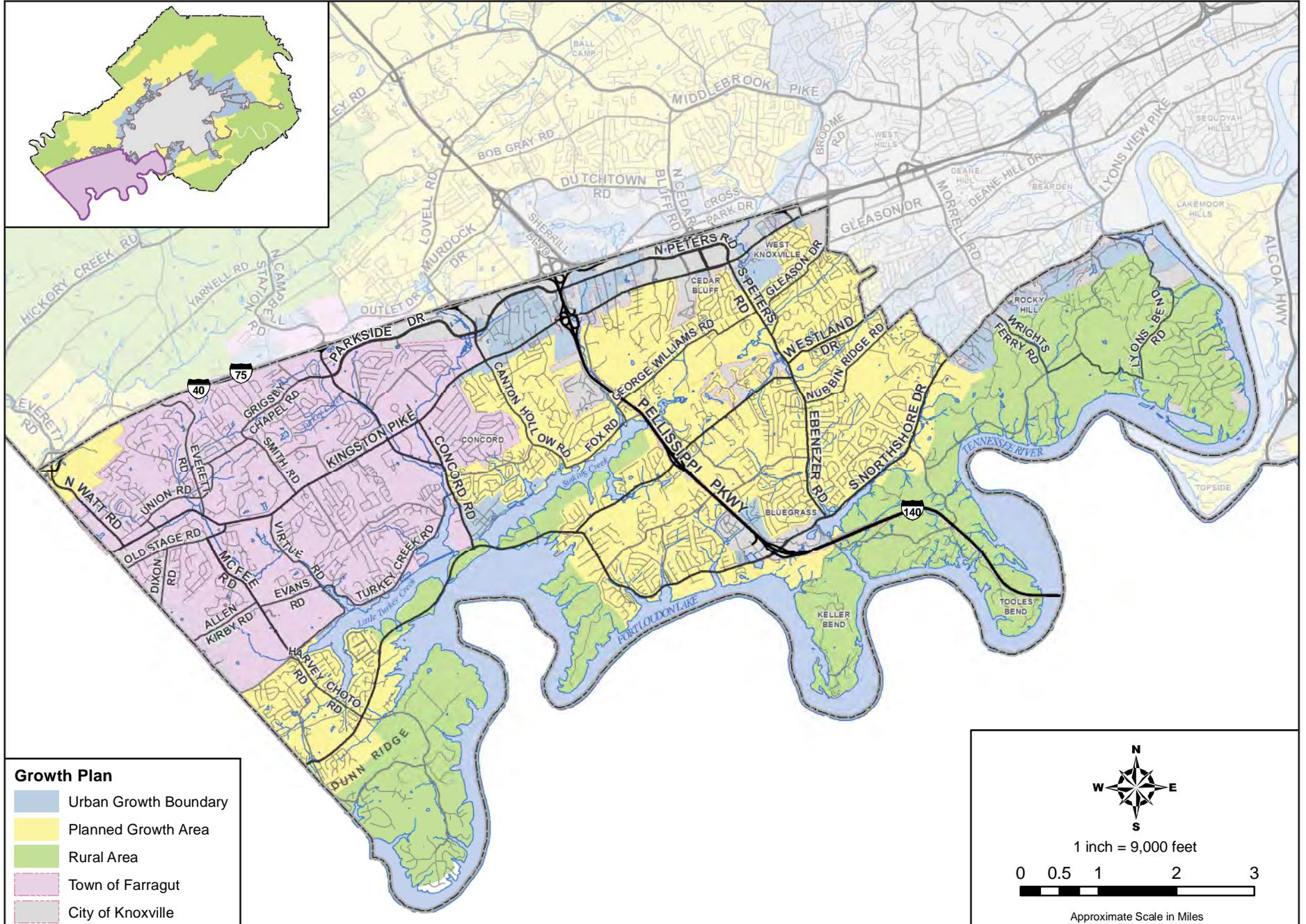


Within the Southwest County Sector's unincorporated area, the designated Planned Growth Area makes up 33 percent, the Rural Area comprises 25 percent, and the Urban Growth Boundary represents 5 percent. In the past ten years, 83.9 percent of residential building has occurred within the Planned Growth Area of this sector. The southwestern portion of the sector will likely handle more growth in the coming years, where there are still large tracts of land that are designated as Planned Growth Area.

Table 20. Southwest County Sector Residential Building Permits by Growth Area, 2005 -2015			
Permit Type	Urban Growth	Planned Growth	Rural Growth
Detached Dwelling	1.1%	84.8%	14.2%
Multi-Dwelling	0.0%	98.8%	1.2%
Mobile Home	0.0%	54.5%	45.5%
Attached Dwelling	10.4%	68.9%	20.7%
<b>Growth Area % Share</b>	<b>1.8%</b>	<b>83.9%</b>	<b>14.4%</b>



# Southwest County Sector: Growth Policy Plan



## Section 2:

# Land Use, Community Facilities, Green Infrastructure, Historic Resources, and Transportation Plans

### LAND USE PLAN

The 15-Year Land Use Plan is a basis for growth and conservation in the Southwest County Sector Plan. The land use recommendations and policies put forth in this plan are used by the Metropolitan Planning Commission, City Council and County Commission for decision making with regard to development and land use (including rezonings and plan amendments).

### LAND USE PLANNING METHODOLOGY

Five steps were used to develop the proposed land use:

#### 1. Standard Land Use Classifications Conversion:

In 2007, MPC developed a standard land use classification table to use in all 12 sectors. The table includes descriptions, location criteria, and recommended zoning for each proposed land use classification (See Appendix B). In developing the proposed land use map, the older land use classification used in 2005 was converted to the new standardized land use classification being used in all sector plans.

#### 2. Slope Protection and Stream Protection Areas:

In recent years, MPC started to identify Hillside and Ridgetop Protection Areas and Stream Protection Areas as environmental overlay areas in sector plans. Without an underlying sector plan land use designation, review of rezoning and other applications became difficult and confusing. As a result, Hillside and Ridgetop Protection and Stream Protection Areas have been converted to environmental overlay areas with underlying sector plan land use designations.

#### 3. Knoxville/Knox County 2033 General Plan:

Adopted in 2003, the plan serves as the official 30-year comprehensive plan for Knoxville and Knox County, providing a vision and framework for sector plan

development. Several policies set forth in the General Plan are used to guide the Southwest County Sector Plan recommendations. An example is General Plan Development Policy #4: Understand the Building Blocks: Neighborhoods, Districts, Corridors and Communities in the Region. The sector plan recommendations emphasize the importance of accommodating future growth on commercial corridors through vertical mixed use development.

#### 4. Citizen Input:

Through the community input process, citizens voiced concern about pedestrian safety throughout the sector, but particularly parks and greenways, encroaching commercial development, traffic congestion, and the need for better development standards.

#### 5. Knoxville/Farragut/Knox County

##### Growth Policy Plan:

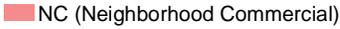
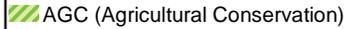
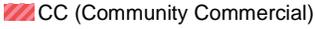
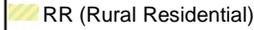
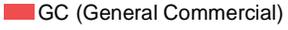
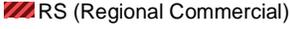
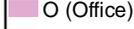
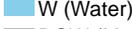
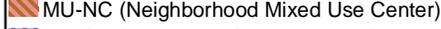
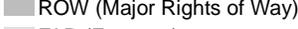
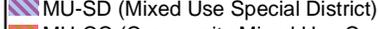
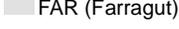
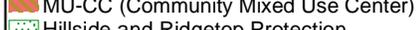
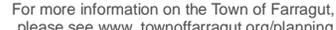
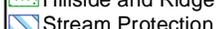
Adopted in 2001, this plan required city and county governments in Knox County to prepare a 20-year Growth Plan in accordance with the Tennessee growth management law Public Chapter 1101. Growth is guided by three classifications of land designated in the plan which are Rural, Urban Growth, and Planned Growth areas. Each classification is defined by policies that determine the extent development may occur.

*Citizens attended an open house meeting that was held on August 23 at the Northshore Elementary School.*

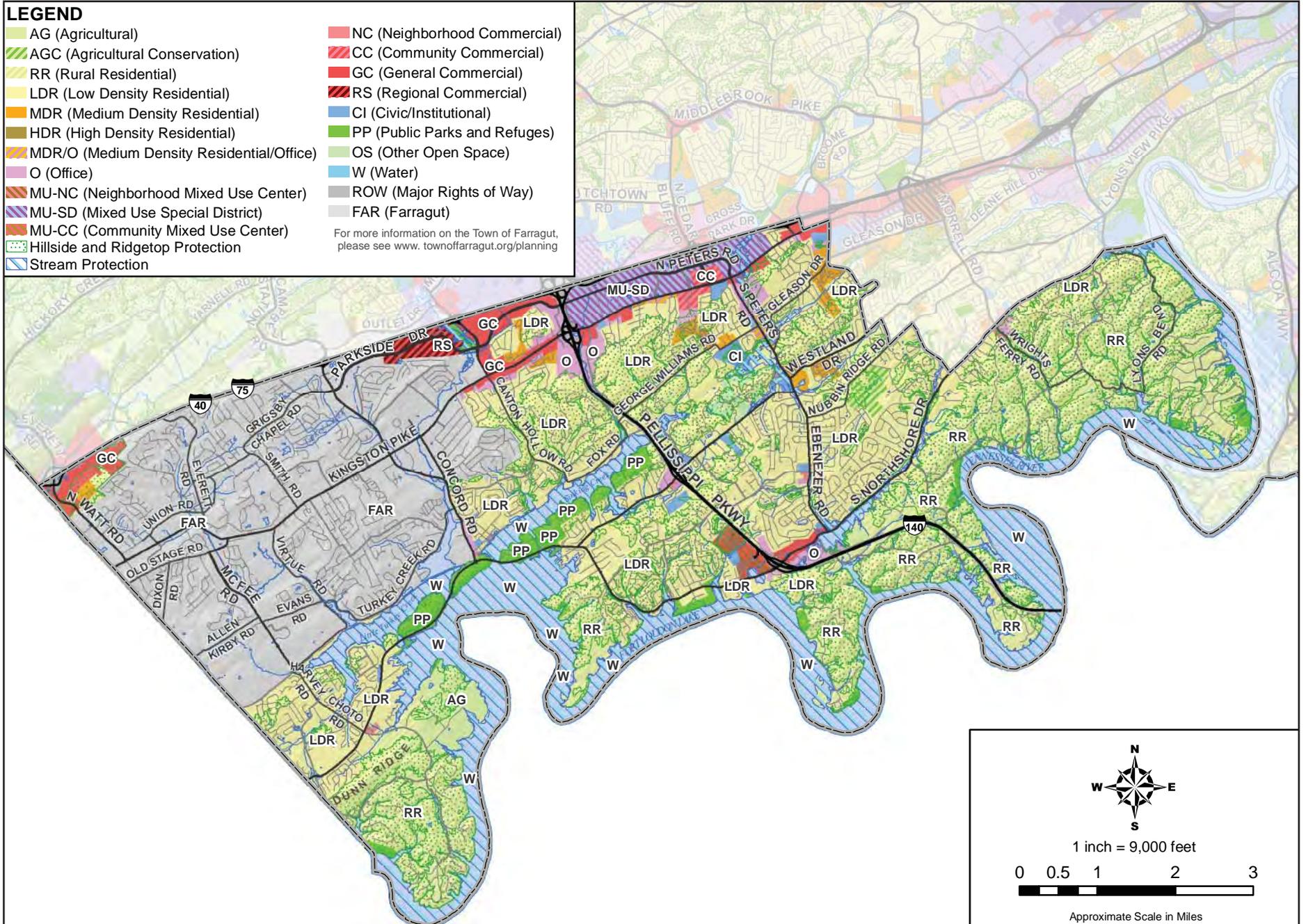


# Southwest County Sector: Land Use Plan

## LEGEND

- |  |  |
|--|--|
|  AG (Agricultural)                         |  NC (Neighborhood Commercial)     |
|  AGC (Agricultural Conservation)           |  CC (Community Commercial)        |
|  RR (Rural Residential)                    |  GC (General Commercial)          |
|  LDR (Low Density Residential)             |  RS (Regional Commercial)         |
|  MDR (Medium Density Residential)          |  CI (Civic/Institutional)         |
|  HDR (High Density Residential)            |  PP (Public Parks and Refuges)    |
|  MDR/O (Medium Density Residential/Office) |  OS (Other Open Space)            |
|  O (Office)                                |  W (Water)                        |
|  MU-NC (Neighborhood Mixed Use Center)     |  ROW (Major Rights of Way)        |
|  MU-SD (Mixed Use Special District)        |  FAR (Farragut)                   |
|  MU-CC (Community Mixed Use Center)        |  Hillside and Ridgetop Protection |
|  Stream Protection                         |  |

For more information on the Town of Farragut, please see [www.townoffarragut.org/planning](http://www.townoffarragut.org/planning)



## LAND USE CLASSIFICATIONS

Table 24 compares the standardized land use classifications by acreage from the existing sector plan and the proposed land use acreage in 2016. Some of the changes in acreage were a result of reassigning approximately 14,331 acres of Slope Protection Area and Stream Protection Area to another land use classification in 2016.

Table 21. Proposed Land Use Acreage Comparison		
Land Use Classification	Existing Sector Plan	2016 Sector Plan
Slope Protection Area <sup>1</sup>	8,044.7	-
Stream Protection Area <sup>1</sup>	6,286.9	-
Agricultural Conservation <sup>2</sup>	-	137.3
Agricultural <sup>2</sup>	-	521.8
Rural Residential <sup>2</sup>	-	8,045.0
Low Density Residential	10,114.2	12,580.9
Medium Density Residential	440.9	359.8
Medium Density Residential/Office	17.7	75.8
Office	412.4	561.3
General Commercial	1,589.6	763.9
Neighborhood Commercial	32.3	47.1
Community Commercial <sup>2</sup>	-	104.1
Regional Commercial	-	196.3
Civic/Institutional	155.3	312.1
Public Parks and Refuges	808.9	958.1
Other Open Space	62.0	161.8
Mixed Use Neighborhood Center <sup>2</sup>	-	3.6
Mixed Use Community Center <sup>2</sup>	-	141.4
Mixed Use Special District	-	684.2

1. Slope Protection Areas and Stream Protection Areas are now environmental overlay areas with underlying land use designations.

2. This is a new land use designation that was not used in the 2005 sector plan land use designations.



Penrose Farm on Nubbin Ridge Road

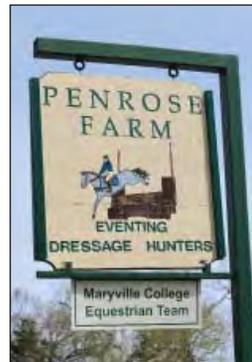
### AGRICULTURAL AND RURAL RESIDENTIAL

#### • Agricultural (AG)

This land use classification includes farmland in the county's Rural Area as designated in the Growth Policy Plan. This classification was combined with Rural Residential (RR) in the 2005 sector plan.

#### • Agricultural Conservation (AGC)

This land use classification includes farmland that is conserved through land trusts. The Penrose Farm located at 8444 Nubbin Ridge Road is the only area designated this land use because of the existing conservation easement placed on it which limits future development of the site. This classification was not available for use when the 2005 sector plan was produced.



Riverview Family Farm on Prater Lane

#### • Rural Residential (RR)

This land use classification includes areas for very low density residential and conservation/cluster housing subdivisions in the county's Rural Area as designated in the Growth Policy Plan. This land use classification was combined with Agriculture (AG) in the 2005 sector plan.

## RESIDENTIAL

### • Low Density Residential (LDR)

This classification includes primarily residential uses at densities of less than six dwelling units per acre (city) and less than five dwelling units per acre (county).

### • Medium Density Residential (MDR)

This classification includes primarily residential uses at densities from 6 to 24 dwelling units per acre (city) and 5-12 dwelling units (county).

### • High Density Residential (HDR)

This land use is primarily characterized by apartment development at densities greater than 24 dwelling units per acre.

### • Medium Density Residential (MDR/Office)

Office and medium residential uses typically have similar development characteristics: scale of buildings, areas devoted to parking, yard spaces and location requirements (on thoroughfares). In areas designated MU-MDR/O, either use can be created. These uses provide a buffer to low density residential areas, particularly when located adjacent to a thoroughfare or as a transition between commercial uses and a neighborhood

## OFFICE AND BUSINESS/TECHNOLOGY

### • Office (O)

This land use classifications includes business and professional offices and office parks

*Right: West Emory Presbyterian Church is a Civic Institutional land use  
Below: Neighborhood Commercial on Northshore Drive*

## RETAIL AND RELATED SERVICES

### • Neighborhood Commercial (NC)

This classification includes retail and service-oriented commercial uses intended to provide goods and services that serve the day-to-day needs of households, within a walking or short driving distance. Neighborhood commercial uses may also be accommodated within neighborhood centers.

### • Community Commercial (CC)

This land use classification allows retail and service oriented development, including shops, restaurants, and “big box” retail stores; typical service areas include 20,000 to 30,000 residents. This category was not available for use when the 2005 sector plan was produced.

### • Regional Commercial (RS)

This classification includes retail and service-oriented development that meets the needs of residents across Knox County and surrounding areas. Development typically exceeds 400,000 square feet. Regional commercial uses may also be considered in Regional Centers. The only area designated as RS is the Turkey Creek shopping center development. This land use classification was not available for use when the 2005 sector plan was produced.

### • General Commercial (GC)

This category includes previously developed strip commercial corridors providing a wide range of retail and service-oriented uses. Such a land use classification and related zoning should not be extended because of adverse effects on traffic-carrying capacity, safety and environmental impacts. Redevelopment of commercial

corridors, including mixed use development, should be accommodated under planned or design-oriented zones.

## PUBLIC, PARKS AND OPEN SPACE AND

### • Public Parks and Refuges (PP)

This classification contains existing parks, wildlife refuges or similar public or quasi-public parks, open spaces and greenways. It also contains quasi-public spaces, which are owned by civic or related organizations. Location criteria is not needed relative to large components of the park system, like community, district and regional parks and refuges; these areas are generally established through capital expenditures or land transfers from state or federal governments.

### • Civic Institutional (CI)

Land used for major public and quasi-public institutions, including schools, colleges, the university, churches, correctional facilities, hospitals, utilities and similar uses.

### • Other Open Space (OS)

Uses include cemeteries, private golf courses, and similar uses.



## MIXED USE AND SPECIAL DISTRICTS

### • Neighborhood Center Mixed Use (MU-NC)

These are the least intense of the proposed mixed use districts. Residential densities of 5 to 12 dwelling units/acre are appropriate within the area. Locations at the intersection of a local street and thoroughfare are generally most appropriate. The surrounding land uses should primarily be planned for low or medium density residential. The buildings of these centers should be designed with a residential character and scale to serve as a complement to the surrounding neighborhoods. This category was not available for use when the 2005 sector plan was produced.



### • Community Center Mixed Use (MU-CC)

This center is envisioned to be developed at a moderate intensity with a variety of housing types (8 to 24 dwelling units per acre). The core of the district, with predominant commercial and office uses, should be ¼ mile of higher intensity residential uses (such as townhouses and apartments). The district should be located within a ¼ mile radius of an intersection of the thoroughfare system (collector/arterial or arterial/arterial intersection). In addition to sidewalks, the district should be served by transit. Redevelopment of vacant or largely vacant shopping centers are consideration for these centers.

### • Mixed Use Special District (MU-SD)

These districts may be specifically designated to address issues such as urban design, pedestrian and transit-oriented development and vertical mixed use. Such area may include older portions of the city and county where redevelopment and/or preservation programs are needed to revitalization purposes. The category was not available for use when the 2005 sector plan was produced.

### Mixed Use Special District SWCO-1

#### KINGSTON PIKE/PARKSIDE DRIVE/PETERS ROAD

The Kingston Pike, Parkside Drive, and Peters Road district is characterized by a mixture of horizontal land uses including, commercial, office, and warehousing. The district is highly accessible by an interconnected road system and has direct access to Interstate 40/75 and 140. The district is also served by Knoxville Area Transit (KAT) bus service via Kingston Pike – Route 11 and Cedar Bluff Connector – Route 16. The district is mostly built out and consists of older retail big box development and old plazas that have an abundance of off-street parking spaces. The built environment in this area is largely consist of impervious surfaces, consisting mostly of roof-tops and pavement.

In the future, this district could serve as an important area to accommodate population growth. The district has the potential to provide alternative urban housing choices. Today, mixed use housing is primarily found in downtown Knoxville. The separation from single-family housing makes this an ideal area to grow into an urban mixed-use area.

#### Windsor Square to Sinking Creek

In the future, this area could accommodate more urban style multiple story mixed-use development (life-style center) with commercial development below and office and residential above. The buildings could orient towards the streets and the parking area would be to the side or behind the buildings. The streets should be designed as more urban complete street with on-street parking, street trees, sidewalks, designed for slow speed traffic circulation.

#### West of Windsor Square

The area is characterized by smaller lots and less retail establishments. The parcels would have to be consolidated in this area to provide a planned mixed-use development. The areas could serve as an adjacent employment for new nearby residents. The area is already home to Jewelry Television which expanded its headquarters recently, adding 70,000 square feet and investing approximately 40 million dollars to its Parkside Drive location.



*Redevelopment opportunity area near the Ten Mile Creek Greenway*

#### East of Sinking Creek

The district is also characterized by smaller lots. The end of Ten Mile Creek Greenway is adjacent to this area. Redevelopment should include the extension of the greenway to the south, and greenway connections incorporated into any future development. The old golf driving range located across Ten Mile Creek could make an ideal place for multi-family residential that could be connected to the existing greenway.

#### Recommended Uses

General Commercial (GC), Office (O), High Density Residential (HDR), and Community Mixed Use Centers

#### Transportation Improvements

- Expand KAT transit service, if higher intensity mixed use development occurs
- Ensure sidewalk system is incorporated into new development
- Establish on-street parking into any new mixed use development with new or improved streets

#### Community Facilities

- Extend Ten Mile Creek Greenway to the south along Sinking Creek and to the east and west through future redevelopment
- New parks should be developed, if housing is added to this area

## OTHER LAND USE RECOMMENDATIONS

### Landscaping and Lighting Ordinance

There is a need to develop landscape and better lighting standards for screening parking lots and buffering from higher intensity uses from adjacent residential uses. This ordinance should be developed to address environmental issues, such as stormwater runoff and diversity of landscape material.

### Off-Street Parking Standards

There is a need to revise the parking standards to reduce the amount of parking required, allow permeable surfaces, requiring landscaping, better manage stormwater, and incorporate pedestrian access through parking lots.

### Planned Office Zone

Currently there is no planned office zone. This new zone could be used when abutting neighborhoods or when there are site development concerns. This new zoning district should not allow apartments.

### Small Lot & Cluster Rural Residential Zone

A new zone should be created that encourages rural residential uses, while still conserving such assets as hillsides and farms. Housing in new subdivisions could be clustered to conserve land.

### Conservation Subdivisions

Conservation subdivisions are characterized by clustering residences on smaller lots that would not otherwise be allowed in order to protect open space, agriculture, or sensitive natural resources. Conservation subdivisions allow for the same number of residents under current zoning with the potential offer of a greater density (density bonus) to encourage this type residential development.

Savings typically are seen in development costs due to less road surface, shorter utility runs, less grading and other site preparation costs. Municipalities also experience lower long-term maintenance costs for some of the same reasons. The preserved land may be owned and managed by a homeowners association, a land trust or the municipality.



*Event venue facilities at Riverview Family Farm on Prater Lane*

### Rural Retreat Zone

MPC Staff gets frequent calls from citizens inquiring about legally establishing rural retreats/event facilities in rural settings, primarily in the Agricultural zoning district. MPC staff is proposing amendments to the Knox County Zoning Ordinance to establish parameters and definitions for rural retreats, as well as establishing guidelines for regulation and approval of these uses in the Agricultural and possibly other zoning districts.

A possible definition of retreat is a facility owned and operated by a non-governmental entity for the purpose of providing a rural setting in which temporary lodging, camping and/or conferences, meeting and event facilities are provided with or without compensation.

### Large Lot Agricultural Zone

The County has one agricultural zoning classification that permits both residential and farm uses. Some community's separate these uses into two distinct zones to accommodate the unique differences between residential uses and farm uses. By increasing the minimum lot size for agricultural uses, farmland could be preserved.

### Transfer of Development Rights Program (TDR)

Allows a community to transfer the development potential in an area where growth is restricted to a separate receiving area where roads, utilities, and other infrastructure already exist, making it appropriate for

growth. Farmland and open space is preserved and growth is targeted to areas where infrastructure such as higher capacity roads and sewers are in place. Through the program, developers purchase development rights to build in a "receiving area," which is an area(s) that is targeted for growth, and those funds are used to permanently preserve land in the "sending area" (for example farmland). This allows a community to accommodate growth, while preserving open space and farmland in a manner that is fair and equitable for all landowners.

### Private, Federal and State Agricultural and Conservation Programs

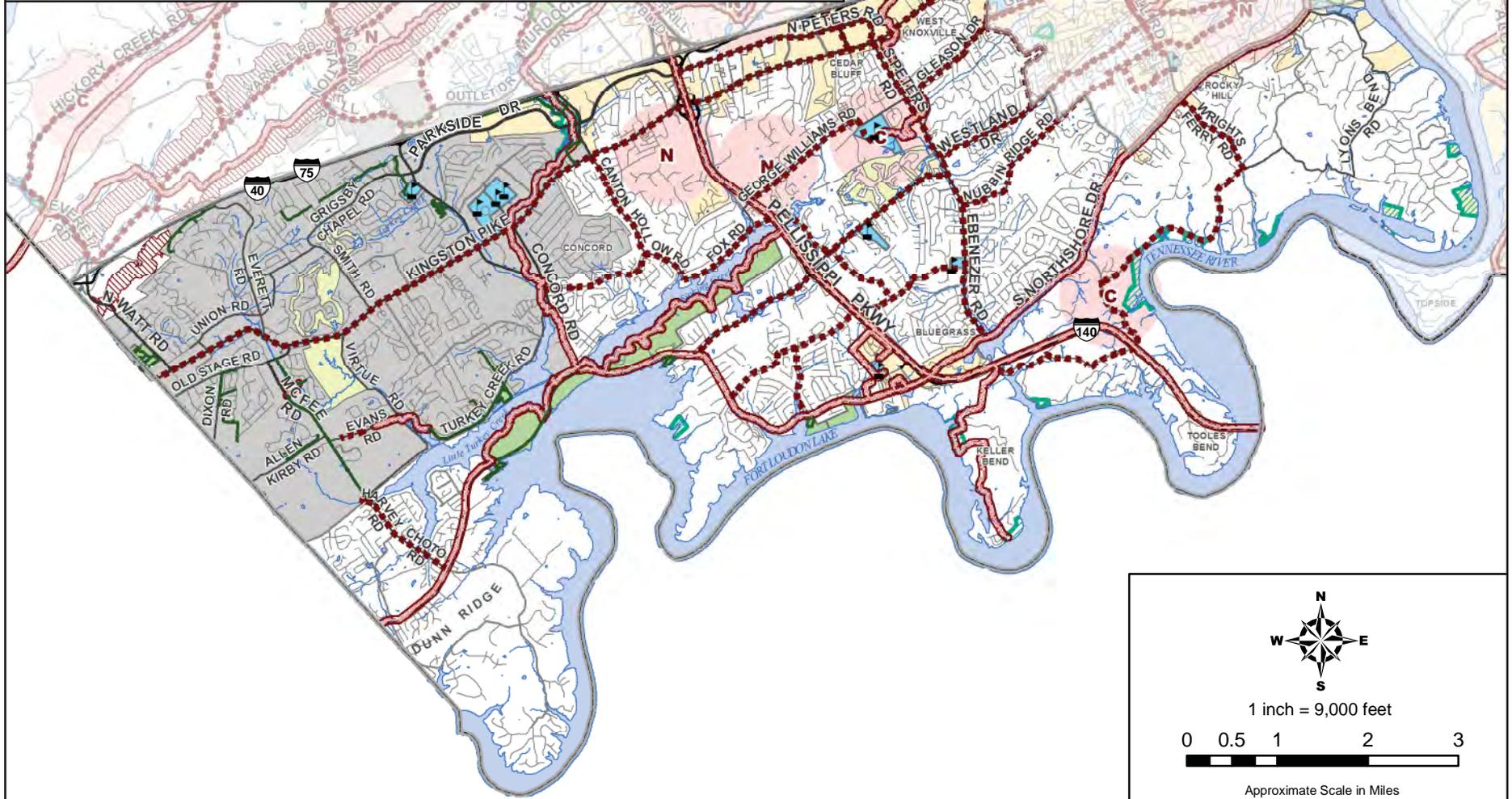
Work with land trusts and agricultural officials, to assist property owners with programs to conserve land within the Southwest County. Examples vary from programs such as Legacy Parks (local program), Foothills Land Conservancy (regional program), The Land Trust for Tennessee (state program), American Farmland Trust (national program), and U.S. Department of Agriculture's Farm and Ranchland Protection Program (national program).

### Growth Policy Plan Update

One of the recommendations in the Growth Policy Plan is to review the plan every three years and amend as necessary. It has been 16 years since the plan was formally adopted with no review or changes to the boundaries. As a result, development continues to encroach into the Rural Area designation.

# Southwest County Sector: Community Facilities Plan

- | Proposed Parks: General Vicinity   | Existing Park Facilities          | Other Information |
|------------------------------------|-----------------------------------|-------------------|
| Community Park                     | Community/District/Regional Parks | Streams           |
| District Recreation Center         | School Parks                      | Ridge Areas       |
| Neighborhood Park                  | Golf Courses                      | Farragut          |
| Proposed Recreation Center         | Private/Quasi-public Parks        | City of Knoxville |
| General Vicinity 3,000 Foot Buffer | Open Space / Natural Area         |                   |
| <b>Proposed Greenways</b>          | Greenways                         |                   |
| Greenways                          |                                   |                   |
| Greenway Connector                 |                                   |                   |
| 200 Foot Greenway Vicinity         |                                   |                   |
- For more information on the Town of Farragut, please see [www.townoffarragut.org/planning](http://www.townoffarragut.org/planning)



## COMMUNITY FACILITIES PLAN

This section is directed to public facilities that are needed for community growth and provided in a manner relative to the conservation of scenic, historical, and environmental assets.

The community facilities plan incorporates recommendations from the following sources:

- Community input
- Knox County Parks & Recreation Department staff interviews
- *Southwest County Sector Plan* (2005)
- *Knoxville Knox County Park, Recreation, and Greenways Plan* (2011)
- Knoxville Regional Transportation Planning Organization, *Long Range Regional Mobility Plan 2040* (2013)
- Knox County Department of Engineering and Public Works, *Walk-to-School Prioritization Analysis and Improvement Concept Plans - Phase 2* (2014)

### Parks, Greenways and Recreation Facilities

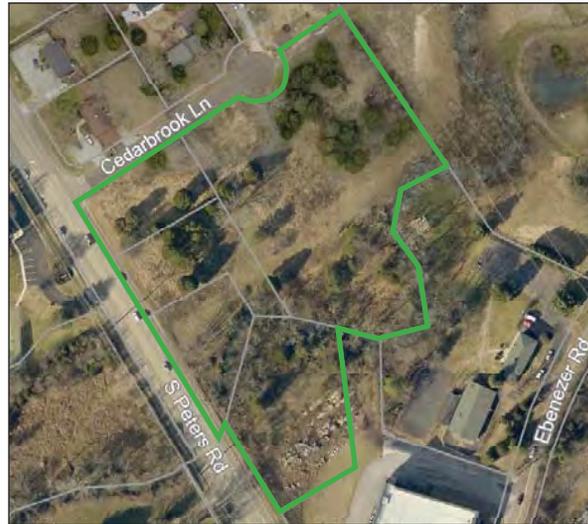
Some of the county's best park resources are in this rapidly growing area. These include Concord and Carl Cowan Park. The Town of Farragut also manages several attractive parks.

The greatest needs are connections in the greenway trail system and the creation of neighborhood parks. Parks and greenways have not kept pace with subdivision development in the Southwest County. The population of this sector is growing faster than other sectors in Knox County.

*Below and above left: Dunn Park at S. Peters Road and Cedarbrook Lane should be developed to meet the needs of the surrounding community.*



*Above and below, right: Potential location for a pocket park on the vacant parcel at Ebenezer Road and Bexhill Drive*



### Recommendations for Parks:

- **Pocket Parks**  
In areas where acquisition of neighborhood parks are difficult because of development patterns, look to acquire land for smaller parks (less than 5 acres). Explore acquisition of the vacant parcel at Ebenezer Road and Bexhill Drive for a pocket park. Encourage development of pocket and neighborhood parks as part of planned residential developments.
- **Neighborhood Parks**  
Acquire space for new neighborhood parks (5 to 10 acres each) in the general vicinity indicated on the plan map: Fox Canton Park, George Williams Park and Nubbin Ridge Park. Develop a plan for Dunn Park with facilities that meet the needs of the surrounding community. Look to incorporate future neighborhood parks along the Kingston Pike/Parkside Drive/Peters Road Mixed Use District.
- **West Valley Middle School/Park Expansion**  
Acquire 10 to 20 acres to create a community park while protecting the floodplain, cave, and creek as environmental resources. Amenities could include playfields, courts and trails.
- **Tennessee Valley Authority Lands**  
Develop a plan for Knox County to investigate the utilization of Tennessee Valley Authority lands along the river edge, including developing an interconnected trail.
- **Concord Park**  
Develop an access point for the currently non-accessible eastern portion of Concord Park, near Pellissippi Parkway.

### Recommendations for Greenways/Greenway Connectors:

- **Knox County Greenway Routing Plan**  
Develop a Knox County greenway routing plan that would look into alignment of high priority greenways. There is a need to have a detailed plan, in order for Knox County Parks and Recreation staff to seek easements for future greenways.
- **Concord Park/Northshore Greenway Connector**  
Work with Loudon County and the Town of Farragut to provide a greenway system running from the west county line through Concord Park or along Northshore Drive to the proposed Pellissippi/I-140 Greenway.



- **Northshore Greenway**  
Develop a contiguous greenway from Lakeshore Park to the Loudon County line, generally following Northshore Drive.
- **Pellissippi/Interstate 140 Greenway**  
Create a connection to the regional trail network, including those of Blount County.
- **Ten Mile Creek Greenway Extension**  
Continue the existing greenway along Sinking Creek from I-40 south to West Valley Middle School and connecting through Dunn Park.
- **Turkey Creek Greenway Extension**  
Use the floodway to provide a trail from the existing Parkside Greenway to Concord Park protecting the natural environment. Also, connect the Turkey Creek to the north across I-40/75, connecting to the Oak Ridge Greenway (along Pellissippi Parkway).

- **Greenway Connectors**  
Northshore Drive, Westland Drive, Bluegrass Road, Canton Hollow Road and Nubbin Ridge Road are the most significant roads that should be improved to safely accommodate both pedestrians and bicyclists.
- **West Valley Middle School**  
Construct an improved pedestrian trail to connect the south Cedar Bluff neighborhood to the school via Bear Creek Lane.
- **Town of Farragut**  
Additional greenways are being planned and developed by the Town of Farragut.

### Schools and Libraries

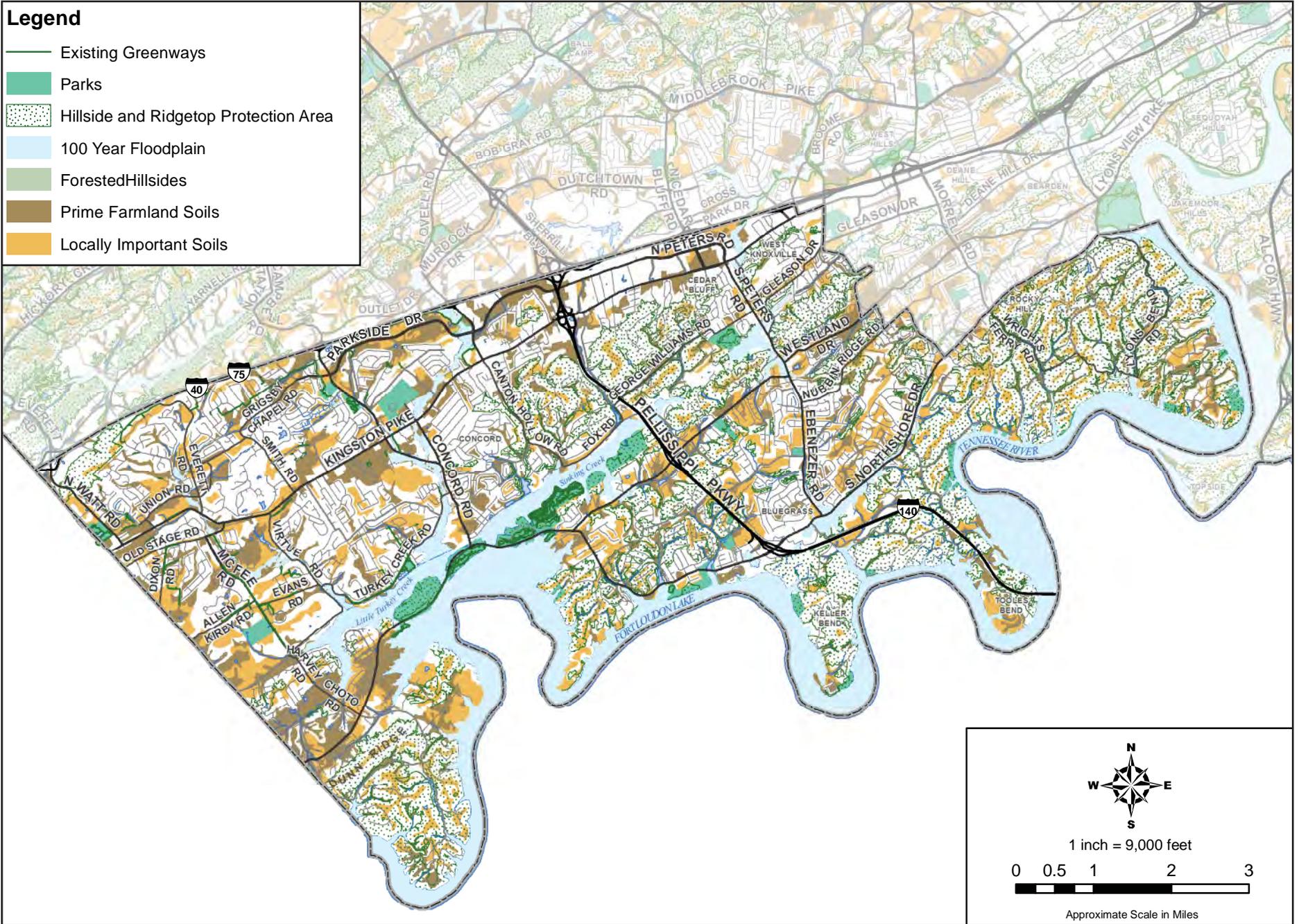
Schools and libraries are well distributed in the sector. Anticipated growth trends do not point to the need for additional schools or libraries. The Knox County School Board and Knox County Library Board will concentrate on facility maintenance programs for the foreseeable future and should consider the following recommendations voiced by the public:

- Investigate the need for a new branch library and senior center
- Look into expanding the Farragut library
- When locating schools, acquire enough acreage for future expansions

# Southwest County Sector: Green Infrastructure

## Legend

-  Existing Greenways
-  Parks
-  Hillside and Ridgetop Protection Area
-  100 Year Floodplain
-  Forested Hillsides
-  Prime Farmland Soils
-  Locally Important Soils



1 inch = 9,000 feet



Approximate Scale in Miles

## GREEN INFRASTRUCTURE PLAN

Green infrastructure represents the natural resources to promote environmental, social, and economic well-being. These elements include streams, wetlands, forests, parks, greenways, along with the recommended incorporation of low impact development techniques. Benefits include clean air and water, increased property values, and healthier citizens.

The goals set forth in this section are:

- To connect residential areas to natural areas and community facilities such as schools or parks
- Balance development and conservation
- Foster the use of development practices that reduce stormwater runoff and protect water quality
- Preserve open space and natural areas

The Green Infrastructure Plan incorporates recommendations from the following:

- Community Input
- *Knoxville Knox County Parks, Recreation and Greenways Plan* (2010/2011)
- *Southwest County Sector Plan* (2005)
- *Knoxville Knox County Hillside and Ridgetop Protection Plan* (2011/2012)
- *Knoxville Knox County Tree Conservation & Planting Plan* (2007)

### Existing Policies Related to Green Infrastructure

#### Floodways and Floodplains

The Federal Emergency Management Agency (FEMA) Flood Insurance Study maps that designate boundaries for floodways (100-year and 500-year floodplains), streams and rivers were adopted by the City and County as part of their flood prevention ordinances. “Open-type” uses (such as parks, parking lots, and golf driving ranges) are allowed within the floodway, however, the clearing of vegetation is limited within water quality (riparian) buffer zones around streams. Structures are only allowed in the floodway if extensive stormwater modeling proves that there is no effect to the 500-year floodplain. The “no-fill line”, which established halfway between the FEMA floodway and 100-year floodplain, does not

allow any type of fill or new construction that reduces flood storage capacity (for example, a parking lot can be constructed but the asphalt cannot be higher than the current ground elevation). New structures are allowed within the FEMA 100-year and 500-year floodplain but they must be approved by the City or County engineering department and certified that all habitable floors are one foot above the 500-year flood elevation and the foundation is designed to ensure the unimpeded movement of floodwaters.

#### Stormwater Best Management Practices

Stormwater Best Management Practices (BMP’s) address the need to manage water quality sources that include bioretention areas, wetland enhancement and porous paving systems. BMP’s help to control stormwater pollution and reduce soil erosion and sedimentation in streams and other waterways. These practices are found in Knox County’s Stormwater Management Manual and the City of Knoxville Best Management Practices Manual. These manuals were included as part of the National Pollutant Discharge Elimination System (NPDES) which requires large and medium-sized cities/counties to obtain a NPDES permit for municipal storm water systems. In order to be compliant with federal and state regulations, both the City and County need to incorporate best management practices to ensure that growth is accommodated in an environmentally responsible manner.

#### Hillsides and Ridgetops

The *Knoxville/Knox County Hillside and Ridgetop Protection Plan* contains development policies to encourage low density residential development on steeper slopes and recommends minimizing clearing and grading.

#### Agricultural Areas

The *Growth Policy Plan* has a rural designation to conserve agricultural resources. Additionally, under the Tennessee Greenbelt Law, farmers may elect to request a property tax reduction. Finally, Tennessee has a right-to farm law, which allows farmers the opportunity to farm even though development may be encroaching nearby.

#### Schools, Parks, and Greenways

The *Knoxville/Knox County Park, Recreation and Greenways Plan* identifies existing and proposed greenways and parks. Proposed parks are generally located in areas that are currently underserved. The proposed greenways make connections to parks, schools, libraries, and other points of interest. The *Knoxville/Knox County Minimum Subdivision Regulations* also allow MPC to consider dedication of up to ten percent of the subdivision’s acreage to education or park land.

#### Streets and Highways

The *Knoxville/Knox County Tree Conservation and Planting Plan* recommends various transportation corridor strategies to designate scenic routes in rural settings, along with changes to arterials by creating public and private planting programs for roadside trees and parking lot landscaping.

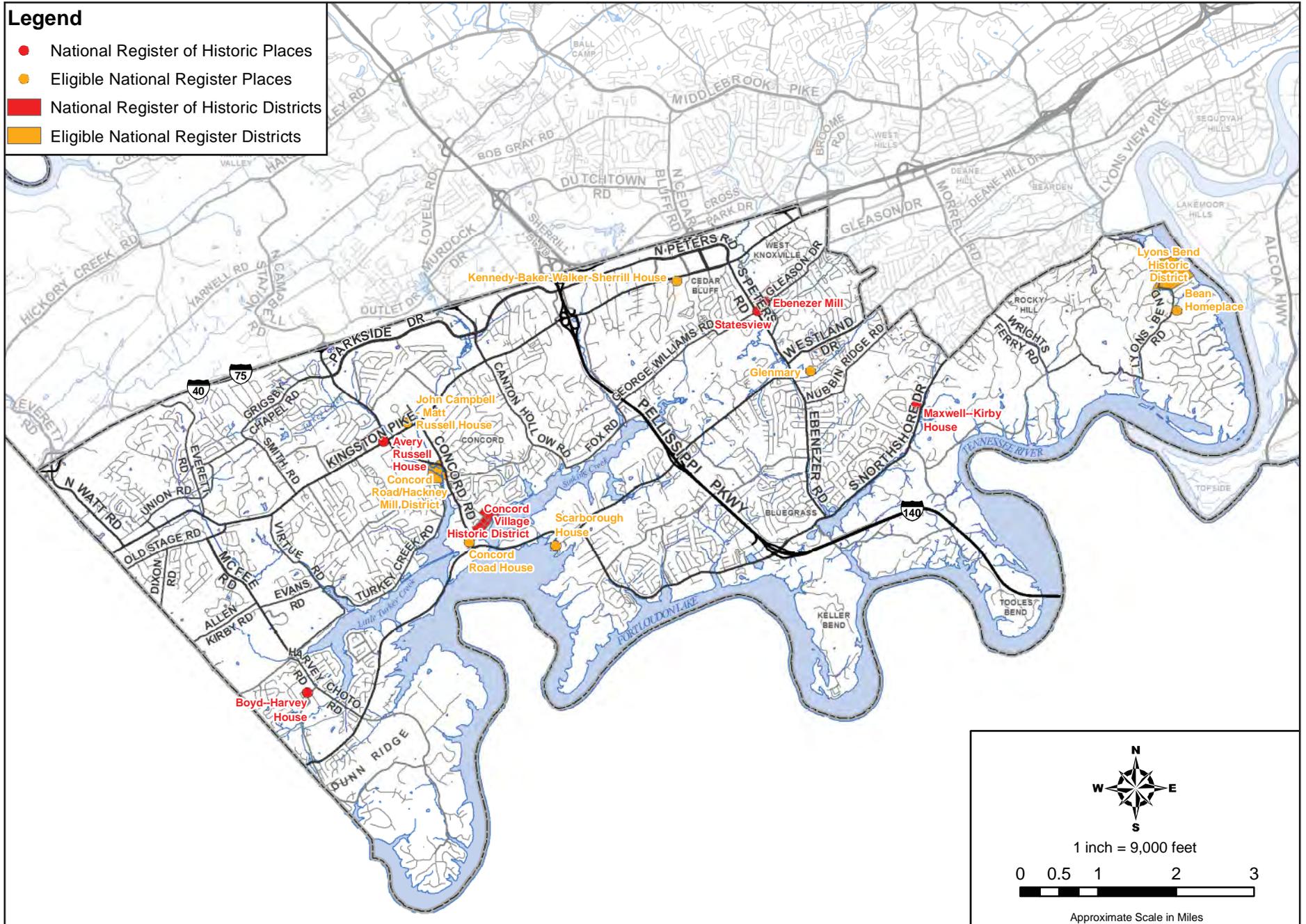
#### Recommendations

- Promote the conservation of farmland and the continuation of farming by working with the U.S. Natural Resource Conservation Service’s Farm and Ranchland Protection Program, allowing farmers to create a legacy of farming while being compensated for their development rights.
- Support initiatives to connect the green infrastructure assets along Sinking Creek, Ten Mile Creek, and Turkey Creek. This could include public matching funds for acquisition and fostering private sponsorship to acquire easements and trail development.
- Work with public land owners, county parks and recreation, and other non-profit organizations to help establish pedestrian and bicycle connections via greenway connectors (such as sidewalks, bike paths and trails) between neighborhoods, schools, parks and greenways in the Southwest County Sector.
- Identify the most productive soils for personal and community gardening by working with home owners and community groups. The Green Infrastructure map shows that there are many areas within the rural area that have good agricultural soils; additional information can be found through UT Extension Service and the U.S. Department of Agriculture (USDA).
- Work with the City and County Departments of Parks and Recreation and the State of Tennessee to pursue that portion of real estate transfer taxes dedicated to wetland and park purchases.

# Southwest County Sector: Historic Resources

## Legend

- National Register of Historic Places
- Eligible National Register Places
- National Register of Historic Districts
- Eligible National Register Districts



## HISTORIC RESOURCES PLAN

The Knox County Historic Zoning Commission is responsible for reviewing applications to alter, demolish or relocate properties protected by historic overlay. The Commission also reviews proposed new construction in historic districts, recommends the designation of historic properties and reviews proposed National Register of Historic Places nominations.

The historic resource plan includes recommendations for properties identified from these sources:

- Historic Resources Inventory
- MPC Historic Preservation files
- Community input

The goals for historic preservation program are fourfold:

- Encourage preservation of all buildings that are on the National Register of Historic Places.
- Support additional National Register nominations for historically significant properties.
- Collaborate with non-profits and property owners to develop strategies to stabilize and restore historic resources.
- Update the historic resources inventory for the county.

The overall recommendation for preservation of historic resources is to support National Register nomination and/or HZ Zoning Overlay for those properties not already designated.

### Historic Overview

Scattered among the hundreds of new homes are architectural vestiges of the area's agricultural and mining history. These include the large farmhouses located along early roads and in the Village of Concord which was once the center of the marble industry. Many of these resources, several of which are antebellum, have been protected with historic zoning overlays or have been recognized with nomination to the National Register of Historic Places.

Shortly after Tennessee became a state in 1796, the first settlers began to move into the western reaches of the county. Tensions ran high between the Cherokees, who were already living in the area, and settlers as Native American hunting grounds were encroached upon. The settlers established small "stations" near forts where they could gather forces during times of conflict. Most of these stations developed along the Kingston Pike route since it was the major transportation link for east/west travel through Knox County. Several of the station settlements grew into communities including Campbell's Station, Ebenezer and Lovell (originally "Loveville").

Many large homes of prominent landowners were built in the communities established along Kingston Pike. A few of these antebellum Federal-style houses remain today and are listed in or eligible for the National Register of Historic Places. Within the Ebenezer community, the c. 1840 Kennedy-Baker-Walker-Sherrill House at 9320 Kingston Pike is situated on a parcel of land within a recent commercial development complex and was restored for re-use in 2016 for offices. Other historic properties that were associated with the early settlement of the Ebenezer area are the Glenmary estate, Statesview, and the Ebenezer Mill. The Glenmary estate, located at 8800 Westland Drive, also known as Maple Grove Inn, was constructed around 1825 and is eligible for the National Register. At the time of this plan update, this estate is in jeopardy due to development pressures in the area. The Statesview house, located at 600 South Peters Road, was built in the early 1800s and is listed on the National Register. It was the home of Charles McClung, an early Knoxville settler who surveyed the original town site. The nearby Ebenezer Mill, also National Register-listed, was built c. 1870, replacing a much earlier mill associated with Statesview. The John Campbell-Matt Russell House located at 11235 West Point Drive and the Avery Russell House at 11409 Kingston Pike are associated with the founder of Campbell's Station.

The early development of the Lyons Bend area off Kingston Pike included many large lots with estate

properties sloping down to the Tennessee River. Some of these large parcels remain under one ownership while others have been subdivided over the past two centuries. Several of these homes feature the Tudor Revival style. The Bean House, located on Lyons Bend Road, includes a barn and springhouse, and illustrates a typical river-settlement pattern. The early river development pattern of large rural lots is still present today in much of the southern portion of Southwest County, especially within the peninsulas accessed via Toole's Bend and Keller Bend roads. The former Eastern State Psychiatric Hospital complex at 2616 Toole's Bend Road includes structures built between 1880 and 1930.

Two additional antebellum National Register structures located within Southwest County include the Maxwell House and the Boyd-Harvey House. These houses are located near Northshore Drive. Robert Maxwell, a local farmer, completed the Maxwell House in 1886. The house was built around an earlier post and beam house likely dating back to the 1830s. Thomas Boyd, one of the creators of the East Tennessee Georgia railroad, constructed a home in c. 1837 at 1321 Harvey Road in the Federal style. The house was later sold to the Harvey family.

The historic Village of Concord was built between 1850 and 1940. The combination of river transportation with the railroad made Concord a regional transportation center. In the 1880s, Concord became the center of a large marble business. None of the buildings associated with the marble industry in Concord remain today because the valley within which they were located was flooded by TVA in the 1940s. Some of the commercial buildings and many of the original homes remain and retain their historical features. The village of Concord is listed in the National Register of Historic Places, and portions were designated as a local historic district with a zoning overlay in 2001.



Brian Stansberry

**Avery Russell House**

11409 Kingston Pike, Farragut  
c. 1835

The Avery Russell House, also called the Martin-Russell House is a Federal-style two story brick structure which was built by Samuel Martin as an inn around 1835 on the site of David Campbell's 1787 blockhouse. Just before the Civil War, the inn was sold to Avery Russell, who then used it as a family residence. During the Battle of Campbell's Station in 1863, the house served as a temporary hospital. It remained in the Russell family for six generations. Although it has had several alterations, the house remains an example of rural East Tennessee architecture. It is listed on the National Register of Historic Places. More recently, the surrounding context of the house has been threatened by redevelopment pressures. Façade easements could assist in its preservation.



Knox Heritage

**Bean Homeplace**

Lyons Bend Road  
c. 1830

Two story log significant as an example of river settlement patterns.



**Boyd-Harvey House**

1321 Harvey Road  
1820s-1830s

The Boyd-Harvey House was designed in the Federal style and constructed by Thomas Boyd, Jr., and is listed on the National Register of Historic Places. Both the original house and the later rear wing are constructed of brick. The house has a hip roof, and the rear wing has a gable roof. In 1995, the home still had two separate staircases: one leading to the front of the house and one leading to the rear of the house.



**Concord Road House**

c. 1910

This two-story frame house and outbuildings illustrate early settlement in the Concord area.



Knox Heritage

**Concord Road/Hackney Mill District**

1850-1925

This district includes mill and work of Winfrey Brothers who were stone masons, as well as an important area dairy farmhouse (from the Seven Oaks Dairy), significant also for its architecture.



**Concord Village Historic District**

NE corner of Concord Road and Lakeridge Drive  
c. 1850s-1940s

Founded and platted in 1854, it was the combination of the existing river transport with the railroad that made Concord a regional transportation center. In the 1880s it was home to a large marble business. None of the buildings associated with the marble industry remain today, since they were flooded by TVA in the 1940s. Some of the commercial buildings and many of the original homes remain and still retain their historical features.



**Ebenezer Mill**

411 Ebenezer Road  
c. 1870

This mill has both industrial and architectural significance, and is one of the few remaining mills representative of a once strong milling industry in Knoxville during and after the Civil War. The mill was previously listed on the Knox County Historic Register and has been added to the National Register of Historic Places.



**Glenmary (a.k.a. Maple Grove Inn)**

8800 Westland Drive  
c. 1825

This two-story house with Federal with Georgian influences may have been the home of Reverend Samuel Graham Ramsey, Presbyterian minister and teacher. The property is currently threatened by private development pressures.



**John Campbell-Matt Russell House**

11235 West Point Drive  
c. 1820

Two-story brick Federal in design showing early settlement along Kingston Pike. The two-story brick house of Federal design was built by John Campbell, son of David Campbell who was the founder of Campbell's Station.



Courtesy of Knox County Public Library, McClung Historical Collection



**Kennedy-Baker-Walker-Sherrill House**

9320 Kingston Pike  
1849

This house is located at the western edge of a commercial tract of approximately 100 acres. It is within a designated historic overlay surrounded by urban development. The house is a two-story brick, three-bay Federal style residence built in a T-plan shape. A one-story brick wing with a gable roof and a corbelled brick cornice was added to the west elevation of the north façade c. 1859 by Dr. William J. Baker. The house has been restored and adaptively re-used as office space.

**Lyon's Bend Historic District**

Lyon's Bend Road  
c. 1925

The Witchwood Mansion is included among the Tudor Revival houses of this National Register Historic District, likely a product of Barber and McMurray Architects. The district is an excellent example of 1920s large-lot, upper-middle-class development. This district includes an early water wheel.



**Maxwell-Kirby House**

8671 Northshore  
c. 1830; 1886

The Maxwell House was first constructed around 1830 as a two-story timber frame structure; extensive remodeling and additions in 1886 changed the effective construction date to 1886. When the Maxwell house was first constructed, Lowe's Ferry Road was located nearby and provided access to it. The 1886 changes were made by a descendant of the original owner, Robert Maxwell, who was a farmer. The house is located near a spring where extensive Indian activities occurred.



**Scarborough House**

10835 Westland Drive  
c. 1901

This one-and-a-half story, fram house with standing seam metal roof illustrates early settlement patterns.



Kevin W. Bogle

**Statesview**

600 S. Peters Road  
early 1800s

Statesview is an early seventeenth century house built by Knoxville architect Thomas Hope and rebuilt in the early 1820s following a fire. Statesview was originally the home of surveyor Charles McClung (1761–1835). Following McClung's death, newspaper publisher Frederick Heiskell (1786–1882) purchased the house and estate, which he renamed "Fruit Hill." The house is listed on the National Register of Historic Places for its architecture and political significance. The house is privately owned.

## TRANSPORTATION PLAN

Transportation recommendations are based on previously adopted plans and studies, including the *Long Range Regional Mobility Plan 2040*. Roadway and sidewalk recommendations from the mobility plan and public input are presented below. The recommendations from the mobility plan include the horizon year (proposed year project would be completed).

Prior to implementation of any proposed projects, there should be opportunities for additional public input to address issues of impacts related to adjacent land use, neighborhood protection, and environmental and cultural resource protection. These are principles that are important in the development of a transportation system. It is vital to develop and maintain a transportation network that is accessible, provides mobility to all residents, and does not adversely impact the environment.

## Roadways

Table 25 shows transportation projects from the Knoxville Regional Transportation Planning Organization (TPO) and Knox County's *Transportation Improvement Program* for Fiscal Years 2014-2017.

Table 26 lists currently under-construction or proposed roadway projects in the Southwest County Sector by the Tennessee Department of Transportation (TDOT), City of Knoxville, and Knox County. These projects are from the *Long Range Regional Mobility Plan 2040*.

In 2015, Knox County Engineering completed the *Strategic Transportation Plan Needs Assessment Report*, identifying roads in need of improvement based on the number of crashes, road width and average daily traffic. The report identified the top 25 with recommendations and cost estimates provided. Six roads in the Southwest County Sector are listed in the top 25. Canton Hollow Road was number 1. Others included were Ebenezer Road at number 7, South Gallaher View Road - ranked 11, Lyons Bend Drive - ranked 17, Wrights Ferry Road - ranked 18, and N. Watt Road ranked 19.

## Recommendations

In addition to the projects listed in the tables and transportation plan map, the following are additional transportation projects to consider based on community input:

- Complete traffic study on Northshore Drive
- Widen Northshore Drive from I-140 to the Loudon County line and include the installation of bike lanes/ greenways and sidewalks (in the short-term, bridges need to be widened)
- Fix the offset on Northshore Drive, just east of Falcon Pointe Drive
- Improve, widen, increase capacity of Northshore Drive from Concord Road roundabout to Harvey Road
- Improve railroad underpass at Boyd Station Road and Harvey Road intersection
- Look for opportunities to use roundabouts as a means of intersection improvements
- Include street tree plantings as part of road projects
- Improve regulations for what triggers a traffic impact study, look to have a "cumulative traffic impact study"
- Investigate adding a turn lane for southbound traffic on Ebenezer Road for Bluegrass Elementary School
- Address speeding on Ebenezer Road

Table 22. KNOXVILLE REGIONAL TRANSPORTATION PLANNING ORGANIZATION (TPO) • TRANSPORTATION IMPROVEMENT PROGRAM, FY 2014-2017			
PROJECTS WITHIN THE SOUTHWEST COUNTY SECTOR			
Project Name	Project Description	Project Location	Agency
Kingston Pike Sidewalk in Farragut	Construction of 2,050 linear feet of sidewalk along south side of Kingston Pike (SR-1) between Old Stage Road and Virtue Road	Old Stage Road to Virtue Road	Town of Farragut
Everett Road/I-40 Greenway	Construction of 8 foot wide greenway from Everett Road to the existing terminus of the Grigsby Chapel Greenway at the rear of Berkely Park subdivision	Everett Road to Grigsby Chapel Greenway at Berkeley Park subdivision	Town of Farragut
Old Stage Road/ Kingston Pike Greenway Connector	Construction of an 8 foot asphalt greenway from the north side of Kingston Pike near Everett Road, under the existing Kingston Pike bridge over Little Turkey Creek to Way Station Trail, just north of its terminus near Old Stage Road	Old Stage Road to Kingston Pk. near Everett Road	Town of Farragut
Kingston Pike/Campbell Station Road Intersection Improvements	Widen to allow an additional left turn lane for eastbound motorists turning onto northbound Campbell Station Road	Kingston Pike and Campbell Station Road	Town of Farragut
Concord Road	Widen 2-lanes to 4-lanes including pedestrian and bicycle improvements (See Figure 4)	Turkey Creek Road to Northshore Drive	Town of Farragut/Knox County/TDOT

In addition to the above listed projects that are shared by Knoxville Regional TPO and Knox County Department of Engineering and Public Works, four other projects are budgeted through the Knox County Capital Improvement Plan:

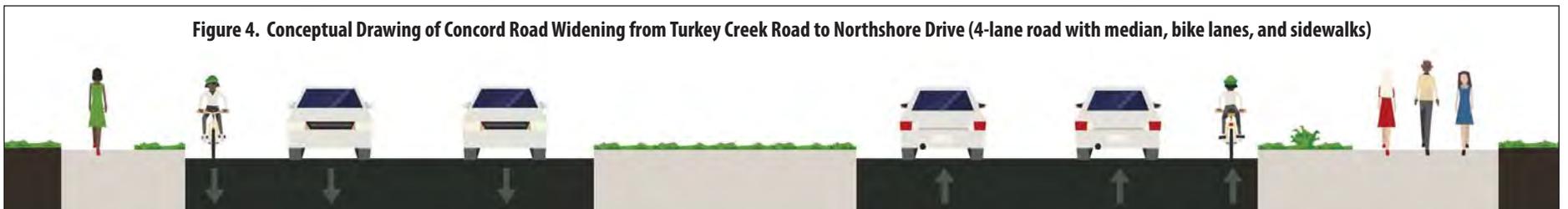
- Canton Hollow Road improvements
- Ebenezer Road and Gleason Drive intersection Improvements
- George Williams Road and Cedar Bluff Road pedestrian improvements
- Parkside Drive road widening

**Table 23. KNOXVILLE REGIONAL TRANSPORTATION PLANNING ORGANIZATION (TPO) • 2040 LONG RANGE MOBILITY PLAN • PROJECTS WITHIN THE SOUTHWEST COUNTY SECTOR**

Jurisdiction	Project Name	Project Location	Length (miles)	Project Description	Horizon Year
Farragut/Knox County	Concord Road Widening	Turkey Creek Road to Northshore Drive	1.5	Widen 2-lane to 4-lane with median, bike lanes, and sidewalks (See Figure 4)	2019
Knox County	Parkside Drive Widening	Mabry Hood Road to Hayfield Road	1.1	Widen 2-lane to 4-lane with continuous center turn lane	2019
Farragut	Union Road Reconstruction	Saddle Ridge Road to Brochart Boulevard	0.7	Reconstruct existing 2-lane facility	2019
Knoxville	Cedar Bluff Road Intersection Improvements	Cross Park Drive to Peters Road	0.4	Intersection and operational improvements	2024
Farragut	I-40/75 at Campbell Station Road Interchange Improvements	Interchange at Campbell Station Road	0.0	Reconfigure existing interchange to improve capacity, safety, and operations.	2024
Knox County	Westland Drive Reconstruction	Morrell Road to Ebenezer Road	2.7	Reconstruct 2-lane section	2024
Knox County	Northshore Drive (SR 332) Reconstruction	Morrell Road to Ebenezer Road	3.5	Reconstruct 2-lane section	2024
Knox County	Northshore Drive (SR 332) Reconstruction	Pellissippi Parkway (I-140) to Concord Road (SR332)	4.5	Reconstruct 2-lane section	2024
Farragut	Kingston Pike (US 11/70/SR 1) at Campbell Station Road Intersection Improvements	Intersection with Campbell Station Road	0.4	Construct additional eastbound and northbound left turn lanes	2024
Farragut	Turkey Creek Road New Road and Bridge Construction	Brixworth Boulevard to Boyd Station Road	0.4	Construct new 2-lane bridge and approaches to Turkey Creek Road with intersection of Boyd Station Road and Virtue Road	2029
Knox County	I-40/75 at Watt Road Interchange Improvements	Interchange at Watt Road	0.0	Reconfigure existing interchange to improve safety and operations	2029
Farragut	Virtue Road Reconstruction	Boyd Station Road to Kingston Pike (US 11/70/SR 1)	1.4	Reconstruct 2-lane roadway to two 12' lanes with 4' bike lanes, curb and gutter, and sidewalk/greenway	2034
Farragut	Kingston Pike (US 11/70/SR 1) Widening	Smith Road to Campbell Station Road	1.4	Widen 5-lane to 7-lane	2034
Knox County	Westland Drive Reconstruction	Northshore Drive (SR332) to Pellissippi Parkway (I-140)	1.7	Reconstruct 2-lane section	2034
Farragut	Everett Road Reconstruction	Snyder Road Extension to Kingston Pike (US 11/70/SR 1)	2.1	Reconstruct 2-lane section	2040
Farragut/Knox County	McFee Road/Harvey Road Railroad Underpass Improvements	McFee Road to Harvey Road over railroad	0.1	Construct new road or widen railroad underpass	2040
Knoxville/Farragut/Knox County	I-40/75 Widening	I-40/I-75 Interchange to Lovell Road (SR 131) Interchange	6.7	Widen 6-lane to 8-lane	2040

Please Note: This list may include unfunded projects. As a result, the horizon year can shift.

**Figure 4. Conceptual Drawing of Concord Road Widening from Turkey Creek Road to Northshore Drive (4-lane road with median, bike lanes, and sidewalks)**

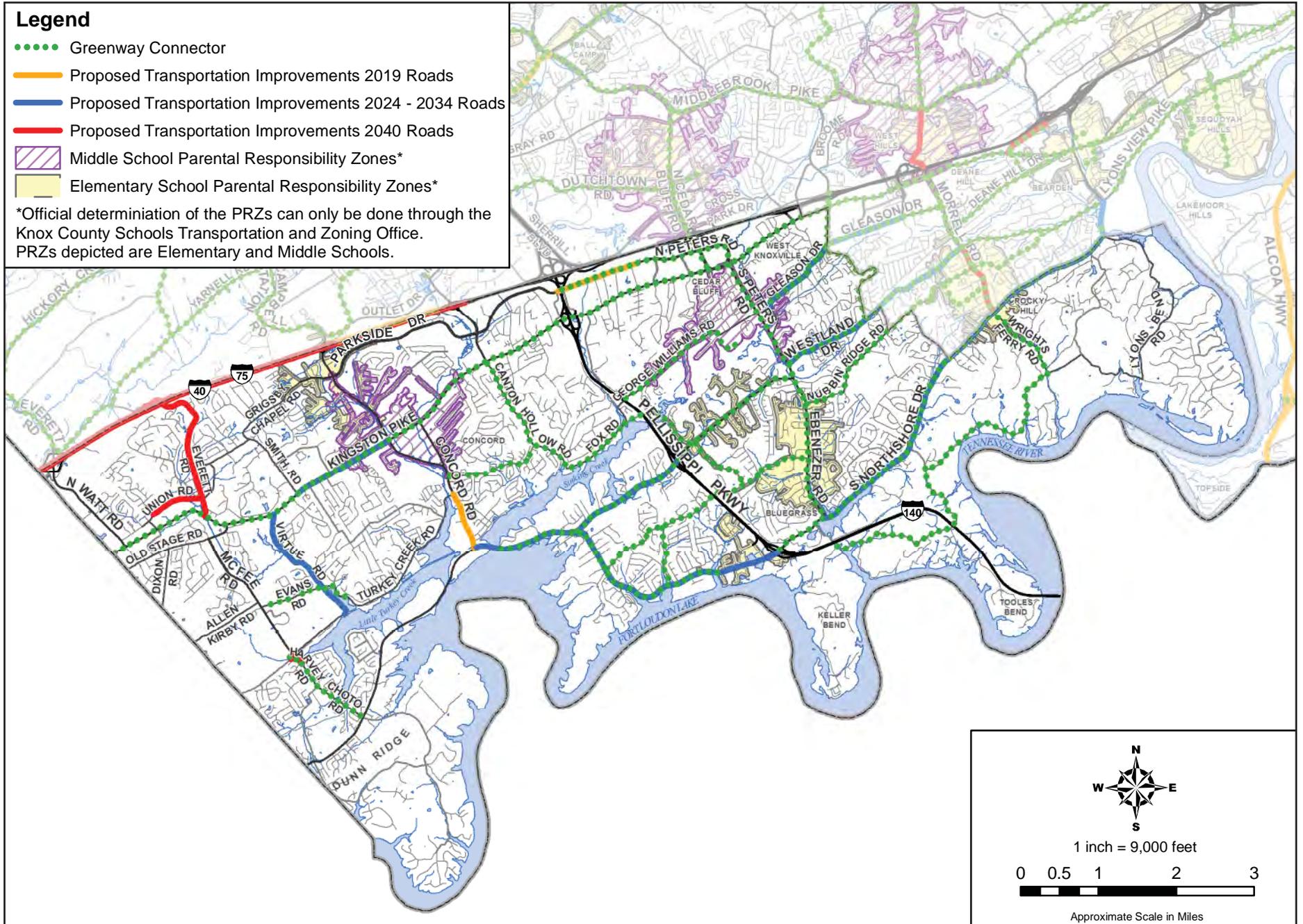


# Southwest County Sector: Planned Roadway Improvements

## Legend

- Greenway Connector
- Proposed Transportation Improvements 2019 Roads
- Proposed Transportation Improvements 2024 - 2034 Roads
- Proposed Transportation Improvements 2040 Roads
- ▨ Middle School Parental Responsibility Zones\*
- ▨ Elementary School Parental Responsibility Zones\*

\*Official determination of the PRZs can only be done through the Knox County Schools Transportation and Zoning Office. PRZs depicted are Elementary and Middle Schools.



## Complete Streets

Complete streets are designed and operated to enable safe access for all users. Pedestrians, bicyclists, motorists and transit riders of all ages and abilities are able to safely move along and across a complete street. Complete streets type policies are in place for the Knoxville Regional Transportation Planning Organization (TPO), Tennessee Department of Transportation (TDOT), and the City of Knoxville.

Greenways, sidewalks, transit facilities, and bicycle lanes are elements of complete streets. Future bicycle and pedestrian systems, as represented in the *Knoxville Knox County Parks, Recreation, and Greenways Plan*, could be implemented to bring a more complete street approach to the sector. As roads are improved, those bicycle and pedestrian facilities should be constructed.

Considerations for more detailed road designs regarding complete streets should include:

- Canton Hollow Road
- Concord Road
- Ebenezer Road
- Kingston Pike
- Northshore Drive
- Parkside Drive
- Peters Road
- Westland Road

## Sidewalks

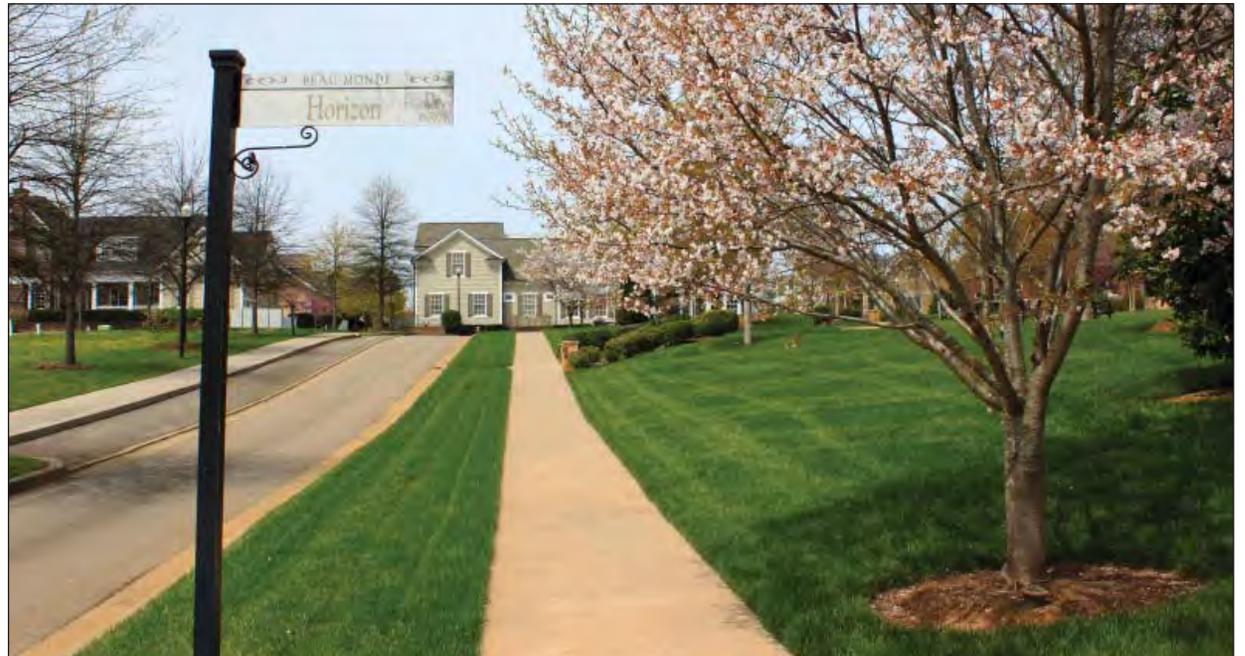
Priority areas include Parental Responsibility Zones (PRZ) where students do not have bus service to and from school. In 1993, the Knox County Board of Education established guidelines for PRZ's in Knox County. These guidelines state that for elementary schools, students within an area of one mile from the school by the shortest route will not be provided transportation services by Knox County Schools. For middle and high schools, PRZ's are one and 1.5 miles, respectively.

Residents and citizens voiced concern at public meetings over the lack of sidewalks. Participants in the online survey listed 'more sidewalks and pedestrian paths/ bike trails where they do not exist today' as the highest transportation priority, with 'improved safety near schools' as second highest priorities. The sector plan recommends sidewalks and pedestrian paths be made where placement and connectivity are feasible.



*Complete streets are roadways designed and operated to enable safe, attractive, and comfortable access and travel for all users.*

*Sidewalks are part of the residential development at the Northshore Town Center.*



## Section 3:

# Five- and Fifteen-Year Improvement Plan

The improvement plans recommend projects and programs to be implemented for the first five and the next ten years following plan adoption. The 5-year plan should be reviewed annually in preparing the capital improvements program (CIP).

<i>Project or Program</i>	<i>5-Year</i>	<i>15-Year</i>	<i>Responsible Agency</i>
<b>LAND USE</b>			
Create a new planned office zone	X		City/County/MPC
Develop a landscaping and lighting ordinance	X		City/County/MPC
Update the Off-Street Parking Standards	X		City/County/MPC
Create a new agricultural zone in the county to protect farmland and rural landscapes	X		City/County/MPC
Develop a small lot and cluster rural residential zone	X		City/County/MPC
Update the subdivision ordinance to include conservation subdivisions as a development alternative, sidewalk ,and connectivity standards	X		City/County/MPC
Update the Growth Policy Plan	X		City/County/Farragut/MPC
Develop a rural retreat zone	X		County/MPC
<b>COMMUNITY FACILITIES</b>			
Develop pocket parks and neighborhood parks and open spaces in planned residential developments	X		County
Enhance Dunn Park	X		County
Create new parks if planned mixed use area along Kingston Pike, Parkside Drive, and Peters Road redevelops into vertical mixed use with a residential component		X	County/City
Develop a plan for Knox County to investigate the utilization of Tennessee Valley Authority lands along the river edge for parks and trails		X	County
West Valley Middle School/park expansion	X		County
Develop an access point for the currently non-accessible eastern portion of Concord Park, near Pellissippi Parkway		X	County
Develop a Knox County Greenway routing plan		X	County
Ten Mile Creek Greenway extension		X	County
Concord Park/Northshore Greenway connector	X	X	County
Turkey Creek Greenway expansion	X	X	City/County/Farragut
Pedestrian Improvements for West Valley Middle School	X		County
Northshore Greenway	X	X	City, County, TDOT
<b>GREEN INFRASTRUCTURE</b>			
Adopt a conservation subdivision development ordinance for the preservation of farmland and/or open space	X		City/County
<b>HISTORIC PRESERVATION</b>			
Update the inventory of historic resources in the Southwest County Sector	X		County/MPC

TRANSPORTATION			
Canton Hollow Road: 2-lane construction	X		County
Concord Road: Widen 2-lanes to 4 lanes with median, bike lanes, and sidewalks from Turkey Creek Road to Northshore Drive	X		City
Parkside Drive: Widen 2-lanes to 4 lanes with continuous turn lanes from Mabry Hood Road to Hayfield Road	X		County
Cedar Bluff Road: Intersection and operational improvements	X		City
Westland Drive: Reconstruct 2-lane section		X	County
Northshore Drive (SR-332): Reconstruct 2-lane section from Pellissippi Parkway (I-140) to Concord Road (SR 332)		X	TDOT/County
Northshore Drive (SR-332): Reconstruct 2-lane section from Morell Road to Ebenezer Road		X	TDOT/County
I-40/75 at Watt Road Interchange improvements: Reconfigure existing interchange to improve safety and operations		X	TDOT/County
Sidewalk improvements for Blue Grass Elementary	X		County
Pedestrian improvements for West Valley Middle School	X		County
Improve, widen, increase capacity of Northshore Drive from Concord roundabout to Harvey Road	X		County
Complete traffic study on Northshore Drive	X		County
Improve regulations for what triggers a traffic impact study; look to have a "cumulative traffic impact study"	X		County
Investigate adding a turn lane for southbound traffic on Ebenezer Road for Bluegrass Elementary School	X		County
Improve railroad underpass at Boyd Station Road and Harvey Road		X	County/Railroad

## APPENDIX A: Public Participation

The public input process for the development of this plan included five sector plan meetings, three homeowners association meetings (Council for West Knox County, Westland West, and Falcon Pointe), and an online survey that had two hundred thirty-eight respondents.

### PUBLIC MEETINGS SUMMARY

**Round One:** In 2016 MPC staff held sector plan meetings on May 5 at Northshore Elementary School and May 9 at West Valley Middle School.

Staff gave a presentation and was available at land use, community facilities, and transportation stations with maps and supporting material. People were encouraged to leave and send in comments.

MPC staff attended meetings for the Council for West Knoxville Homeowners Inc. on April 5, Westland West Homeowners Association on June 2, and Falcon Pointe Homeowners Association on June 27. At these meetings there was concern about plan implementation and the status of project recommendations.

Sector plan elements such as community facilities, land use, and transportation were discussed. Below is a brief summary of the comments received.

#### Land Use

- Need impact fees for new development
- Need to redevelop larger commercial areas such as Kingston Pike, North Peters Road and Parkside Drive
- Need better development standards for new development – buffers, lighting, landscaping, and street requirements
- Concerned about potential commercial development at the intersection of Westland and I-140/Pellissippi Parkway and Northshore Drive and Choto Road
- Need to stay committed to Northshore Town Center
- Plenty of commercial options within a short drive without having to provide new commercial development in neighborhoods

#### Community Facilities

- Need to have more neighborhood (close-to home) parks
- New larger development should be required to provide open space

- Need to develop Dunn park as a neighborhood park
- Look to develop a small park at Bexhill Drive and Ebenezer Road
- Need for sidewalks as part of new developments
- Need a greenway along Northshore Drive
- Need to improve access to TVA properties

#### Transportation

- Add more roundabouts, bike lanes, trees, medians, and sidewalks
- Need to look improving Northshore Drive
- Need to address speeding along Ebenezer Road
- Need to address the new offset on Northshore Drive just east of Falcon Pointe Drive
- Roads continue to get more congested in the area

**Round Two:** Additional sector plan meetings were held on August 1 at Northshore Elementary School and August 4 at West Emory Presbyterian Church.

Staff gave a presentation and was available at land use, community facilities, and transportation stations with maps and supporting material. People were encouraged to leave and send in comments.

Sector plan elements such as community facilities, land use, and transportation were discussed. Below is a brief summary of the comments received.

#### Community Facilities

- Promote sustainability and energy efficiency
- Promote facilities that foster healthy communities
- Address community facilities that foster a sense of community (pocket parks and linear parks)

#### Land Use

- Protect steep slopes/streams
- Adopt design standards
- Encourage conservation subdivisions
- More open space
- Better connectivity – no single access points to developments
- Northshore Town Center future development needs to follow the master plan

#### Transportation

- Encourage more opportunities for walking and bicycling
- Require walking trails to be built as part of a subdivision or site plan
- More landscaping in the rights-of-way

**Open House Meeting:** An open house meeting was held on August 23 at Northshore Elementary School to review the final sector plan recommendations. People were encouraged to interact with staff and indicate where they lived, what they loved about Southwest County, and to prioritize plan recommendations. Below is a ranking (listed high to low) of what people thought should be the most important plan recommendations:

1. Northshore Drive (SR-332) reconstruct 2-lane section from I-140 to Concord Road (SR-332)
2. Improve, Widen, increase capacity of Northshore Drive from Concord roundabout to Harvey Road
3. Adopt a conservation subdivision development ordinance for preservation of farmland and/or open space
4. Complete traffic study on Northshore Drive. Also, improve regulations for what triggers a traffic impact study, look to have a “cumulative traffic impact study”
5. Concord Road - Widen 2-lanes to 4 lanes with median, bike lanes, and sidewalks from Turkey Creek Road to Northshore Drive
6. Create a new agricultural zone on the county to protect farmland and rural landscapes
7. Update the subdivision ordinance to include conservation subdivisions as a development alternative and sidewalks and connectivity standards
8. Develop a Landscaping Ordinance
9. Northshore Drive (SR-332) – Reconstruct 2-lane section from Morrell Road to Ebenezer Road
10. Enforce Hillside Plan
11. Create a new planned office zone
12. Update the Off-Street Parking Standards
13. Develop pocket parks and neighborhood parks and open spaces in planned residential developments
14. Turkey Creek Greenway Expansion

15. Develop a plan for Knox County to investigate the utilization of Tennessee Valley Authority lands along the river edge for parks and trails
16. Develop an access point for the currently non-accessible eastern portion of Concord Park, near I-140/Pellissippi Parkway
17. Pedestrian Improvements for West Valley Middle School
18. Improve railroad underpass at Boyd Station Road and Harvey Road

Most of the people that attended the meeting were from the Choto area and people liked the following aspects of living in Southwest County:

- Living close to everything
- Quiet
- Beautiful
- Opportunities for outdoor activities
- Great schools
- Water/lakes
- Neighbors
- Bike trails

### **ONLINE SURVEY SUMMARY**

The survey contained fifteen questions regarding land use, community facilities, and transportation. The Choto Peninsula community area had the highest participation rate (52%). This community is bounded by Farragut to the north, Tennessee River to the south, Loudon County to the west, and Concord Road to the east. Below is a brief summary of the survey results.

#### **Land Use**

- Most respondents believe there is “too much” growth in this portion of Knox County, but rate the quality of life in this area “excellent”
- People support commercial development of Kingston Pike, Parkside Drive, Peters Road, and along I-140/Pellissippi Parkway
- The majority of people feel there are “no services lacking”
- Most people are concerned about the amount of commercial development at Choto Road and Northshore Drive

#### **Community Facilities**

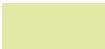
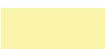
- The most used park in the sector is Concord Park
- People feel strongly that there should be a greenway along Northshore Drive

- There is a need for enhancing our existing parks
- There is need to develop more neighborhood parks and greenways

#### **Transportation**

- The highest rated transportation recommendation is to “provide sidewalks and pedestrian paths/bike trails where they do not exist today”
- Most people want less congestion on Westland Drive, Northshore Drive, and Kingston Pike
- Most people want wider shoulders on Westland Drive and Northshore Drive

## APPENDIX B: Land Use Classifications

AGRICULTURAL and RURAL RESIDENTIAL LAND USE CLASSIFICATIONS		
 <b>AGRICULTURAL (AG)</b>  <b>AGRICULTURAL CONSERVATION (AGC)</b> <i>This includes farmland in the county's Rural or Planned Growth Areas as designated in the Growth Policy Plan. Undeveloped tracts with the best soils for agriculture are considered as the primary areas for agricultural conservation (AGC).</i>	<p><b>Location Criteria:</b></p> <ul style="list-style-type: none"> <li>• Farmland in the Rural and Planned Growth Areas as designated in the Growth Policy Plan</li> <li>• Land where soils are designated as prime or locally important by the U.S. Department of Agriculture are considered for agricultural conservation (AGC)</li> </ul>	<p><b>Recommended Zoning and Programs:</b>            County's Rural and Planned Growth Areas            Additionally, conservation easement and related programs should be considered to preserve prime farmland.</p> <p><b>Other Zoning to Consider:</b>            A or PR at densities of one dwelling unit per acre or less if dwellings are clustered in one portion of a subdivision</p> <p><b>New Zone Opportunity:</b>            County: AC (Agricultural Conservation) is proposed for Agricultural Conservation (AGC) areas, allowing agriculture and one dwelling unit per 30 acres, minimum.</p>
 <b>RURAL RESIDENTIAL (RR)</b> <i>Very low density residential and conservation/cluster housing subdivisions are typical land uses.</i>	<p><b>Location Criteria:</b></p> <ul style="list-style-type: none"> <li>• Rural areas characterized as forested (tree covered), especially on moderate and steep slopes</li> <li>• Sites adjacent to agricultural areas (AG or AGC) where conservation/cluster housing subdivisions may be appropriate</li> </ul>	<p><b>Recommended Zoning and Programs:</b>            County's Rural Area: OS, E, RR, or PR at densities of one dwelling unit per acre if dwellings are clustered in one portion of a subdivision</p> <p><b>Other Zoning to Consider:</b>            A or PR in the Growth Plan's Rural Area at densities of up to 3 dwelling units per acre or less if dwellings are clustered in one portion of a subdivision</p> <p><b>New Zone Opportunity:</b>            County: Rural Residential, with densities of one dwelling unit per acre or less</p>
 <b>TRADITIONAL NEIGHBORHOOD RESIDENTIAL (TDR)</b> <i>This land use is primarily residential and is characterized by neighborhoods where a mix of detached and attached houses, sidewalks, smaller lots and alleys have typically been or are to be created. Densities in the range of 4 to 8 dwelling units per acre are typical.</i>	<p><b>Location Criteria:</b></p> <ul style="list-style-type: none"> <li>• Neighborhoods where lots are typically less than 50 feet wide, and usually have sidewalks and alleys. This area is essentially the 19th and early 20th century grid street neighborhoods of Knoxville.</li> <li>• City's Urban Growth Area or county's Planned Growth Areas where neighborhood or community mixed use development is identified (see Mixed Use and Special Districts section)</li> </ul>	<p><b>Recommended Zoning and Programs:</b>            City: R-1A or RP-1 [with an Infill Housing (IH-1), Neighborhood Conservation (NC-1) or Historic (H-1) Overlay]; TND-1            County's Planned Growth Area: PR</p> <p><b>Other Zoning to Consider:</b>            City: R-1, R-1A and RP-1 (without overlays), R-2            County's Planned Growth Area: RA, RB and PR (with conditions for sidewalks, common open spaces and alleys)</p> <p><b>New Zone Opportunity:</b>            City: Residential zones based on lot sizes less than 7,500 square feet            County: TND zone</p>
 <b>LOW DENSITY RESIDENTIAL (LDR)</b> <i>This type of land use is primarily residential in character at densities of less than 6 dwelling units per acre (city) and less than 5 dwelling units per acre (county). Conventional post-1950 residential development (i.e. large-lot, low-density subdivisions) and attached condominiums are typical.</i>	<p><b>Location Criteria:</b></p> <ul style="list-style-type: none"> <li>• Land served by water and sewer utilities and by collector roads</li> <li>• Slopes less than 25 percent</li> </ul>	<p><b>Recommended Zoning and Programs:</b>            City: R-1, R-1E and RP-1 at less than 6 dwelling units per acre            County's Planned Growth Area: RA, RAE and PR at less than 5 dwelling units per acre</p> <p><b>Other Zoning to Consider:</b>            City: R-1A and A-1 County: A and RB</p> <p><b>New Zone Opportunity:</b>            City: Residential zones based on lot sizes greater than 7,500 square feet and 75 feet or greater frontage</p>

 <p><b>MEDIUM DENSITY RESIDENTIAL (MDR)</b> Such land uses are primarily residential at densities from 6 to 24 dwelling units per acre (city) and 5 to 12 dwelling units per acre (county). Attached houses, including townhouses and apartments are typical. Mobile home parks are another form of this land use.</p>	<p><b>Location Criteria:</b></p> <ul style="list-style-type: none"> <li>• As transitional areas between commercial development and low density residential neighborhoods</li> <li>• Site with less than 15 percent slopes</li> <li>• Along corridors that are served by or proposed to be served by transit, with densities proposed to be above 12 dwelling units per acre and to be served by sidewalks</li> </ul>	<p><b>Recommended Zoning and Programs:</b> City: R-2, R-3 and R-4 (within the 19th and early 20th century grid street neighborhoods of Knoxville, accompanied by an IH-1, NC-1 or H-1 overlay); otherwise, R-1A, RP-1, RP-2 or RP-3. Densities above 12 dwelling units per acre should be within ¼ mile of transit service with sidewalk connections to transit service. County's Planned Growth Area: PR, densities above 12 dwelling units per acre should be within ¼ mile of transit service with sidewalk connections to transit service; <b>Other Zoning to Consider:</b> City's Urban Growth Boundary: R-2, R-3 and R-4 <b>New Zone Opportunity:</b> County: RB at 6 or more dwelling units per acre may be considered with use on review</p>
 <p><b>HIGH DENSITY RESIDENTIAL (HDR)</b> This land use is primarily characterized by apartment development at densities greater than 24 dwelling units per acre.</p>	<p><b>Location Criteria:</b></p> <ul style="list-style-type: none"> <li>• On major collector and arterial streets, adjacent to regional shopping and major office districts (office sites allowing four or more stories); these sites must be identified in sector or small area plans</li> <li>• Within the CBD or its adjacent areas, such as portions of the Morningside community</li> <li>• Relatively flat sites (less than 10 percent slopes)</li> <li>• Along corridors with transit and sidewalks</li> </ul>	<p><b>Recommended Zoning and Programs:</b> City: C-2, RP-2 and RP-3, R-3 and R-4 (within the 19th and early 20th century grid street neighborhoods of Knoxville, accompanied by an IH-1, NC-1 or H-1 overlay) <b>Other Zoning to Consider:</b> TC-1 and TC (if higher density residential is part or a mixed-use project) <b>New Zone Opportunity:</b> City: Form-based codes (e.g. South Waterfront)</p>
 <p><b>MEDIUM DENSITY RESIDENTIAL/OFFICE (MDR/O)</b> Office and medium residential uses typically have similar development characteristics: scale of buildings, areas devoted to parking, yard spaces and location requirements (on thoroughfares). In areas designated MU-MDR/O, either use can be created. These uses provide a buffer to low density residential areas, particularly when located adjacent to a thoroughfare or as a transition between commercial uses and a neighborhood.</p>	<p><b>Location Criteria:</b></p> <ul style="list-style-type: none"> <li>• See Medium Density Residential (MDR) criteria</li> </ul>	<p><b>Recommended Zoning and Programs:</b> City: RP-1, RP-2, RP-3 County: PR <b>Other Zoning to Consider:</b> City: O-1, O-2 County: OB</p>

**OFFICE and BUSINESS/TECHNOLOGY LAND USE CLASSIFICATIONS**

 <p><b>OFFICE (O)</b>  <i>This land use includes business and professional offices and office parks.</i></p>	<p><b>Location Criteria:</b></p> <ul style="list-style-type: none"> <li>• Low intensity business and professional offices (less than three stories) may be transitional uses from commercial or industrial uses to neighborhoods</li> <li>• Generally level sites (slopes less than 15 percent)</li> <li>• Access to major collector or arterial streets, particularly within one-quarter mile of such thoroughfares</li> <li>• Highest intensity office uses (development that is four or more stories), should be located in close proximity to arterial/freeway interchanges or be served by transit</li> </ul>	<p><b>Recommended Zoning and Programs:</b>                  City: O-1, O-2, O-3                  County's Planned Growth Area: OA, OC, PC (with covenants)  <b>Other Zoning to Consider:</b> In areas that are identified in sector plans exclusively as office land uses, OB  <b>New Zone Opportunity:</b>                  City: Office zone should be created that requires site plan review                  County: Office park zone should be created that requires site plan review</p>
 <p><b>TECHNOLOGY PARK (TP)</b>  <i>This land use primarily includes offices and research and development facilities. The target area for such development has been the Pellissippi Technology Corridor. Additional districts could be created in other areas of the city or county. The development standards that are adopted by the Tennessee Technology Corridor Development Authority should be used for such districts.</i></p>	<p><b>Location Criteria:</b></p> <ul style="list-style-type: none"> <li>• Within the Technology Corridor or subsequent areas designated for Technology Park development</li> <li>• Sites near freeway interchanges or along major arterials</li> <li>• Water, sewer and natural gas utilities available</li> </ul>	<p><b>Recommended Zoning and Programs:</b>                  City: BP-1                  County's Planned Growth Area: BP and PC (with covenants limiting uses to research/development)  <b>Other Zoning to Consider:</b>                  EC (with limitations to require office and research/development uses)</p>

**RETAIL and RELATED SERVICES LAND USE CLASSIFICATIONS**

 <p><b>RURAL COMMERCIAL (RC)</b>  <i>This classification includes retail and service-oriented commercial uses intended to provide rural communities with goods and services that meet day-to-day and agricultural-related needs.</i></p>	<p><b>Location Criteria:</b></p> <ul style="list-style-type: none"> <li>• At the intersection of two thoroughfares (arterial or collector roads)</li> <li>• Rural commercial nodes should generally not exceed more than 300 feet in depth and lots and not extend more than 300 feet away from the intersection</li> </ul>	<p><b>Recommended Zoning and Programs:</b>                  County's Rural Area: CR  <b>Other Zoning to Consider:</b> CN</p>
 <p><b>NEIGHBORHOOD COMMERCIAL (NC)</b>  <i>This classification includes retail and service-oriented commercial uses intended to provide goods and services that serve the day-to-day needs of households, within a walking or short driving distance. Neighborhood commercial uses may also be accommodated within neighborhood centers (see Mixed Use and Special Districts).</i></p>	<p><b>Location Criteria:</b></p> <ul style="list-style-type: none"> <li>• Generally located at intersections of collectors or arterial streets at the edge of or central to a neighborhood</li> <li>• New NC should not be zoned for or developed within ½ mile of existing commercial that features sales of day-to-day goods and services</li> <li>• Automobile-oriented uses (e.g. gas stations or convenience stores) should be located on arterial street at the edge of neighborhood</li> <li>• Should not exceed the depth of the nearby residential lots and not extend more than a block (typically no more than 300 feet) away from the intersection</li> </ul>	<p><b>Recommended Zoning and Programs:</b>                  City: C-1                  County's Planned Growth Area: CN  <b>Other Zoning to Consider:</b> SC-1</p>
 <p><b>COMMUNITY COMMERCIAL (CC)</b>  <i>This land use includes retail and service-oriented development, including shops, restaurants, and what has come to be known as "big box" retail stores; typical service area includes 20,000 to 30,000 residents. Community commercial uses may also be considered within community centers (see Mixed Use and Special Districts).</i></p>	<p><b>Location Criteria:</b></p> <ul style="list-style-type: none"> <li>• Locate at intersection of arterial streets</li> <li>• Sites should be relatively flat (under 10 percent slope) and with enough depth to support shopping center and ancillary development.</li> <li>• Vehicular and pedestrian connections should be accommodated between different components of the district (e.g. between stores, parking areas and out-parcel development)</li> <li>• Infrastructure should include adequate water and sewer services, and major arterial highway access</li> <li>• Community commercial centers should be distributed across the city and county in accordance with recommended standards of the Urban Land Institute</li> </ul>	<p><b>Recommended Zoning and Programs:</b>                  Because of traffic and lighting impacts (potential glare) and buffering needs of surrounding interests, 'planned zones' should be used.                  City: SC-2, PC-1 and PC-2.                  County's Planned Growth Boundary: PC or SC  <b>Other Zoning to Consider:</b>                  As infill development within areas already zoned C-3, C-4, C-5 and C-6 (City), and CA, CB and T (County)</p>

 <p><b>REGIONAL COMMERCIAL (RS)</b>  <i>This land use includes retail and service-oriented development that meets the needs of residents across Knox County and surrounding areas. Development typically exceeds 400,000 square feet; malls have been a typical form and 'life-style centers' (e.g. Turkey Creek) are examples of regional-oriented commercial uses. Regional commercial uses may also be considered in Regional Centers (see Mixed Use and Special Districts).</i></p>	<p><b>Location Criteria:</b></p> <ul style="list-style-type: none"> <li>• Flat sites (under 10 percent slope)</li> <li>• Locate near interstate interchanges with major arterial highway access</li> <li>• Water, sewer, natural gas utilities and stormwater systems should be capable of handling the development</li> <li>• Vehicular and pedestrian connections should be accommodated between components of the development</li> </ul>	<p><b>Recommended Zoning and Programs:</b>          Because of the magnitude of the traffic and environmental impacts, planned zones should be used.          City: SC-3, PC-1 and PC-2          County's Planned Growth area: PC</p> <p><b>Other Zoning to Consider:</b>          As infill development within areas already zoned C-3, C-4, C-5 in the City          CA, CB and SC in the County</p>
 <p><b>GENERAL COMMERCIAL (GC)</b>  <i>This includes previously developed strip commercial corridors providing a wide range of retail and service-oriented uses. Such land use classification and related zoning should not be extended because of the adverse effects on traffic-carrying capacity, safety and environmental impacts. Redevelopment of commercial corridors, including mixed use development, should be accommodated under planned or design-oriented zones.</i></p>	<p><b>Location Criteria:</b></p> <ul style="list-style-type: none"> <li>• Existing commercial areas</li> </ul>	<p><b>Recommended Zoning and Programs:</b>          City: C-6 and PC-1          County's Planned Growth Area: PC          C-3, C-4, C-5, SC-1, SC, CA and CB for infill commercial development in areas previously zoned for commercial uses</p> <p><b>New Zone Opportunity:</b>          County: Corridor design overlays, if designated as special districts (see Mixed Use and Special Districts)</p>

**MIXED USE and SPECIAL DISTRICTS**

**A NOTE ABOUT MIXED USE AND SPECIAL DISTRICTS**

*There are several types of mixed-use areas: neighborhood, community and regionally-scaled districts and urban corridors. Mixed Use areas can be developed with higher intensity uses because of infrastructure and ability to sustain alternative modes of transportation. Development plan review is crucial. These areas should typically be created with sidewalks. Shared parking may be considered. Automobile and truck-dependent uses, such as heavy industrial, distribution and highway-oriented commercial uses should not be located in neighborhood, community and regional mixed-use centers. There are likely to be several distinctions between types of mixed use designations. Each Sector Plan and the One Year Plan will have a separate section which outlines the intent of each mixed use district and the development criteria for the district.*

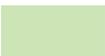
 <p><b>MIXED USE NEIGHBORHOOD CENTER (MU-NC)</b>  <i>These are the least intense of the proposed mixed use districts. Residential densities of 5 to 12 dwelling units per acre are appropriate within the area. Locations at the intersection of a local street and thoroughfare are generally most appropriate. The surrounding land uses should primarily be planned for low or medium density residential. The buildings of these centers should be designed with a residential character and scale to serve as a complement to the surrounding neighborhoods.</i></p>	<p><b>Location Criteria:</b></p> <ul style="list-style-type: none"> <li>• Flat terrain (slopes generally less than 10 percent)</li> <li>• Currently served by or planned to be served by sidewalks</li> <li>• The location does not include auto and truck-oriented uses such as industrial, strip commercial and warehouse/distribution uses unless the proposal calls for a redevelopment of such areas</li> <li>• At the intersection of a local street and throughfare</li> <li>• Next to low or medium density residential</li> </ul>	<p><b>Recommended Zoning and Programs:</b> TND-1</p> <p><b>New Zone Opportunity:</b> Other form- or design-based codes</p>
 <p><b>MIXED USE COMMUNITY CENTER (MU-CC)</b>  <i>These centers are envisioned to be developed at a moderate intensity with a variety of housing types (8 to 24 dwelling units per acre). The core of the district, with its predominant commercial and office uses, should be within ¼ mile of the higher intensity residential uses (such as townhouses and apartments). The district should be located within a ¼-mile radius of an intersection of the thoroughfare system (a collector/arterial or arterial/arterial intersection). In addition to sidewalks, the district should be served by transit. Redevelopment of vacant or largely vacant shopping centers are considerations for these centers.</i></p>	<p><b>Location Criteria:</b></p> <ul style="list-style-type: none"> <li>• Flat terrain (slopes generally less than 10 percent)</li> <li>• Areas currently served by or planned to be served by sidewalks</li> <li>• The location does not include auto and truck-oriented uses such as industrial, strip commercial and warehouse/distribution uses unless the proposal calls for a redevelopment of such areas</li> <li>• Within a ¼-mile radius of an intersection of the thoroughfare system (a collector/arterial or arterial/arterial intersection)</li> <li>• Commercial/office core should be within ¼ mile of the higher intensity residential uses (e.g. townhouses and apartments)</li> </ul>	<p><b>Recommended Zoning and Programs:</b> TC-1, TC</p> <p><b>New Zone Opportunity:</b> Other form- or design-based codes</p>

 <p><b>MIXED USE REGIONAL CENTER (MU-RC)</b> <i>These are envisioned to be highest intensity mixed use centers. These districts should be served by sidewalk and transit systems and be located on a major arterial, adjacent to an Interstate highway or adjacent to downtown. Housing densities in the core of such districts can be 24 or more dwelling units per acre. Downtown Knoxville's Central Business District is a regional mixed use center.</i></p>	<p><b>Location Criteria:</b></p> <ul style="list-style-type: none"> <li>• Flat site (generally less than 10 percent slopes)</li> <li>• Currently served by or planned to be served by sidewalks</li> <li>• The location does not include auto and truck-oriented uses such as industrial, strip commercial and warehouse/distribution uses unless the proposal calls for a redevelopment of such areas</li> <li>• On a major arterial, adjacent to an interstate highway or adjacent to downtown</li> </ul>	<p><b>Recommended Zoning and Programs:</b> C-2 in the Central Business District (Downtown); TC-1, TC or new form-based codes (and regulating plans) for other community and regional centers</p> <p><b>New Zone Opportunity:</b> An adaptation of C-2 for the 'Downtown North' area (Central City Sector) should be created. Other form- or design-based codes</p>
 <p><b>MIXED USE URBAN CORRIDOR (MU-UC)</b> <i>Several street corridors within the city have potential for redevelopment with a mix of retail, restaurants, office and residential uses. Commercial cores should be created at points (nodes) along these corridors, allowing a vertical mix of uses (for example, shops at ground level and apartments above); such nodes should not be more than four blocks long.</i></p>	<p><b>Location Criteria:</b></p> <ul style="list-style-type: none"> <li>• Corridors should have sidewalks, transit services, street trees and related beautification</li> <li>• Capable of sustaining on-street parking along corridor or along side streets</li> </ul>	<p><b>Recommended Zoning and Programs:</b> City: Form-based or design-based codes (e.g. South Waterfront)</p>
 <p><b>MIXED USE SPECIAL DISTRICT (MU-SD)</b> <i>This can include designations to address urban design, pedestrian and transit-oriented development and vertical mixed use in designated areas. The areas may include older portions of the city or county where redevelopment and/or preservation programs are needed for revitalization purposes.</i></p>	<p><b>Location Criteria:</b></p> <ul style="list-style-type: none"> <li>• Case-by-case analysis is recommended</li> </ul>	<p><b>Recommended Zoning and Programs:</b> TND-1, TC-1, TC, especially in greenfield areas, or form-based or design-based codes as noted in the Sector Plan and One Year Plan for each of these districts.</p>
 <p><b>MIXED USE SPECIAL CORRIDOR (MU-CD)</b> <i>These can include designations to address urban design and environmental concerns along commercial or industrial corridors (where overlays for aesthetic reasons or sidewalks may be recommended, like the Chapman Highway corridor). Other potential corridor designation could include rural/farmland conservation areas.</i></p>	<p><b>Location Criteria:</b></p> <ul style="list-style-type: none"> <li>• Case-by-case analysis is recommended</li> </ul>	<p><b>Recommended Zoning and Programs:</b> Should be noted in the Sector Plan and One Year Plan for each of these districts</p>

**INDUSTRIAL AND WAREHOUSE/DISTRIBUTION LAND USE CLASSIFICATIONS**

 <b>LIGHT INDUSTRIAL (LI)</b>  <b>HEAVY INDUSTRIAL (HI)</b>  <b>MINING (HIM)</b> <p><i>Typically older industrial areas used for the manufacturing, assembling, warehousing and distribution of goods. Light industrial uses include such manufacturing as assembly of electronic goods and packaging of beverage or food products. Heavy industrial uses include processes used in the production of steel, automobiles, chemicals, cement, and animal by-products and are viewed as clearly not compatible with areas designated for residential, institutional, office and retail uses. Quarry operations and asphalt plants are a particular form of heavy industrial, generally located in rural areas.</i></p>	<p><b>Location Criteria:</b></p> <ul style="list-style-type: none"> <li>• Existing industrial areas</li> <li>• Within one mile of an interstate interchange with access via standard major collector or arterial streets</li> </ul>	<p><b>Recommended Zoning and Programs:</b>  City: I-1, I-2, I-3 and I-4 (infill development, using those zones, may be appropriate); C-6, PC-2 and County's Planned Growth Boundary: LI; EC zone should be used in future development</p> <p><b>Other Zoning to Consider:</b>  County: I (Industrial) zoning should be used in cases involving rezonings to accommodate mining activities and should be accompanied by buffering and other conditions to protect adjacent property owner. PC, LI, I and CB may be considered for infill industrial development.</p> <p><b>New Zone Opportunity:</b>  City: A new planned, industrial zone should be created that requires site plan review to address environmental and transportation issues and surrounding community concerns.</p>
 <b>BUSINESS PARK TYPE 1 (BP-1)</b> <p><i>Primary uses are light manufacturing, office and regionally-oriented warehouse/distribution services in which tractor-trailer transportation is to be a substantial portion of the operations. A zoning category which requires site plan review is expected in the development or redevelopment of such areas. Site plans shall address landscaping, lighting, signs, drainage, and other concerns that are raised in the rezoning process. Substantial landscaped buffers are expected between uses of lesser intensity, particularly residential, office and agricultural uses.</i></p>	<p><b>Location Criteria:</b></p> <ul style="list-style-type: none"> <li>• Relatively flat sites (predominant slopes less than 6 percent) out of floodplains</li> <li>• Relatively large sites (generally over 100 acres)</li> <li>• Away from low and medium density areas or where truck traffic would have to go through such areas</li> <li>• Areas with freeway and arterial highway access (generally within two miles of an interchange)</li> <li>• Rail access is a consideration</li> <li>• Can be served with sewer, water and natural gas</li> </ul>	<p><b>Recommended Zoning and Programs:</b>  City: I-1, C-6, PC-2 or a new Planned Industrial Park zone  County's Planned Growth and Rural Areas: EC</p> <p><b>Other Zoning to Consider:</b>  PC</p>
 <b>BUSINESS PARK TYPE 2 (BP-2)</b> <p><i>Primary uses are light manufacturing, offices, and locally-oriented warehouse/distribution services. Retail and restaurant services, developed primarily to serve tenants and visitors to the business park can be considered. A zoning category which requires site plan review is expected in the development or redevelopment of such areas. Site plans must include provisions for landscaping, lighting and signs. Substantial landscaped buffers are necessary between uses of lesser intensity, particularly residential, office and agricultural uses.</i></p>	<p><b>Location Criteria:</b></p> <ul style="list-style-type: none"> <li>• Relatively flat sites (predominant slopes less than 6 percent) out of floodplains</li> <li>• Relatively large sites (generally over 100 acres)</li> <li>• Away from low and medium density areas or where truck traffic would have to go through such areas</li> <li>• Freeway and arterial highway access (generally within two miles of an interchange)</li> <li>• Rail access is a consideration</li> <li>• Can be served with sewer, water and natural gas</li> </ul>	<p><b>Recommended Zoning and Programs:</b>  City: I-1, C-6, PC-2 or a new Planned Industrial Park zone  County's Planned Growth and Rural Areas: EC</p> <p><b>Other Zoning to Consider:</b>  PC</p>

**PARK, PUBLIC INSTITUTIONAL, OTHER OPEN SPACE & ENVIRONMENTAL PROTECTION LAND USE CLASSIFICATIONS**

 <p><b>PUBLIC PARKS AND REFUGES (PP)</b>  <i>This classification contains existing parks, wildlife refuges or similar public or quasi-public parks, open spaces and greenways. Quasi-public spaces are owned by civic or related organizations. Location criteria is not needed relative to large components of the park system, like community, district and regional parks and refuges; these areas are generally established through capital expenditures or land transfers from state or federal governments.</i></p>	<p><b>Location Criteria:</b></p> <ul style="list-style-type: none"> <li>• Neighborhood parks, squares and commons should be within ¼ mile of residents in the traditional residential areas (particularly the 19th and early 20th century grid street neighborhoods of Knoxville) and within ½ mile of residents within the balance of the city and county's Planned Growth area.</li> <li>• Greenways should be located along or within the flood plains of streams and rivers/reservoirs. Other potential locations include ridges and utility corridors.</li> </ul>	<p><b>Recommended Zoning and Programs:</b>                  City: OS-1                  County: Planned Growth Area - OS, E and OC ; Rural Area - OS, E</p> <p><b>Other Zoning to Consider:</b> Other zones that allow parks and open space as permitted uses.</p> <p><b>New Zone Opportunity:</b>                  A zone should be created to designate parks, schools and similar institutional lands for both city and county jurisdictions.</p>
 <p><b>CIVIC/INSTITUTIONAL (CI)</b>  <i>Land used for major public and quasi-public institutions, including schools, colleges, the university, churches, correctional facilities, hospitals, utilities and similar uses.</i></p>	<p><b>Location Criteria:</b></p> <ul style="list-style-type: none"> <li>• Existing public uses, other than parks and greenways</li> <li>• Quasi-public uses of two acres or more</li> </ul>	<p><b>Recommended Zoning and Programs:</b>                  City and County: O-1, O-2, or OC in rural areas</p> <p><b>Other Zoning to Consider:</b>                  Other zones that allow civic/institutional as permitted uses.</p> <p><b>New Zone Opportunity:</b>                  A new zone should be created for such uses.</p>
 <p><b>OTHER OPEN SPACE (OS)</b>  <i>Include cemeteries, private golf courses, and similar uses</i></p>	<p><b>Location Criteria:</b></p> <ul style="list-style-type: none"> <li>• Existing cemeteries, private golf courses and private open spaces</li> </ul>	<p><b>Recommended Zoning and Programs:</b>                  City: OS-1                  County's Planned Growth and Rural Area: OS, E and OC</p> <p><b>Other Zoning to Consider:</b>                  A-1, and A</p> <p><b>New Zone Opportunity:</b>                  A new zone should be created to designate parks, schools and similar institutional lands.</p>
 <p><b>WATER (W)</b>  <i>Typically includes the French Broad River, Holston River, Tennessee River (Fort Loudoun Lake), and Clinch River (Melton Hill Lake)</i></p>	<p><b>Location Criteria:</b></p> <ul style="list-style-type: none"> <li>• Rivers, TVA reservoirs</li> </ul>	<p><b>Recommended Zoning and Programs:</b>                  City: F-1                  County: F</p>
 <p><b>MAJOR RIGHTS-OF-WAY (ROW)</b>  <i>Generally, the rights-of-way of interstates and very wide parkways and arterial highways</i></p>		

# Draft Minutes

## September 8, 2016

**1:30 P.M. ♦ Small Assembly Room ♦ City County Building**

The Metropolitan Planning Commission met in regular session on SEPTEMBER 8, 2016 at 1:30 p.m. in the Main Assembly Room, City/County Building, and Knoxville, Tennessee. Members:

### 1. ROLL CALL, INVOCATION AND PLEDGE OF ALLEGIANCE

- |                             |                          |
|-----------------------------|--------------------------|
| Ms. Rebecca Longmire, Chair | Mr. Len Johnson          |
| Mr. Herb Anders             | Mr. Charles F. Lomax, Jr |
| Ms. Gayle Bustin            | Mr. Patrick Phillips     |
| Ms. Laura Cole              | Mr. Jeff Roth            |
| Mr. Art Clancy              | Mr. Scott Smith          |
| Mr. Mike Crowder            | Mr. Charles Thomas       |
| Ms. Elizabeth Eason         | Ms. Janice Tocher        |
| Mr. Mac Goodwin             |                          |

\* Arrived late to the meeting. \*\* Left early in the meeting

A – Absent from the meeting

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### Agenda Item No.

### MPC File No.

**9. METROPOLITAN PLANNING COMMISSION**

**9-C-16-SP**

2016 Southwest County Sector Plan Update. Commission Districts 3, 4 & 5. Council District 2.

STAFF RECOMMENDATION: Approve the 2016 Southwest County Sector Plan, also amending the Knoxville-Knox County General Plan 2033.

Robert M Hill, 11504 Mountain View Road, Farragut, 37934.  
Ask for 90 day deferment of this plan.  
Suggest breaking the plan into three parts.  
Would like to see an operating plan on how to implement the plan.

Gerald Green  
Currently doing a survey to look at making the boundaries of plans different or doing community-based and corridor plans.

Margot Kline, 8845 Ebenezer Oaks Lane, Council of West Knox County Homeowners.  
Community has given a lot of input over several meetings.  
Question about park land and understand school and church playgrounds were included which are not truly accessible public park areas. Southwest sector has a need for neighborhood parks close to home.

Jeff Archer

Yes schools have been included in the total because park plan has identified that schools should be used as community park places.

Becky Longmire

Knox County Schools are now fencing schools for safety might not want to include in park area.

Art Clancy

One of the largest Parks in Knox County, Victor Ashe Park, is gated at night. If Knox County maintains it, it should be considered parks and public spaces.

**MOTION (CLANCY) AND SECOND (JOHNSON) WERE MADE TO APPROVE STAFF RECOMMENDATION. MOTION CARRIED 15-0. APPROVED.**

Saturday, September 10, 2016 E5

Public Notices

**PUBLIC NOTICE**

The following items shall be considered by the Knoxville City Council on October 11, 2016, at 6:00 p.m. in the Main Assembly Room, City County Building, 400 Main Street, Knoxville TN. These items may be seen in MPC's office, Fourth Fl. of the City County Bldg., Main St., Knoxville, TN. If you need assistance or accommodation for a disability, please contact the City ADA coordinator at 215-2104.

**Plans/Studies**

MPC - 2016 Southwest County Sector Plan Update, Commission Districts 3, 4 & 5, Council District 2. MPC Recommendation: Approve.

**Rezoning**

BRIAN HANN - North side Sevierville Pike, east side Sevier Ave., Council District 1. Rezoning from R-2 (General Residential) to C-1 (Neighborhood Commercial). MPC Recommendation: Approve.

MPC - Amendments to Knoxville Zoning Ordinance regarding parking in the City of Knoxville. MPC Recommendation: Approve as modified.

**AGENDA COMMITTEE MEETING**

**47.**

**Meeting Date:** 10/05/2016  
**Requested By:** Bettyjo Mahan,  
METROPOLITAN  
PLANNING COMMISSION  
**Department:** METROPOLITAN PLANNING COMMISSION  
**Requires Expenditure of Funds:** NO **Funded in Current Budget:** NO  
**Appropriation Required:** NO

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Information

CAPTION

Request of WBI Rentals, LLC, for rezoning from A (Agricultural) to RA (Low Density Residential).  
Property located west side of Bob Kirby Road, north of Dutchtown Road. COMMISSION  
DISTRICT 3. MPC Recommendation: Recommend the Knox County Commission approve RA  
(Low Density Residential) zoning.

---

Attachments

WBI Rentals, LLC 9-B-16-RZ

**METROPOLITAN PLANNING COMMISSION  
REPORT OF RECOMMENDATION**

9/15/2016 03:49 PM

FILE NUMBER: 9-B-16-RZ

*APPLICANT:* WBI RENTALS, LLC

*APPLICANT'S REQUEST:* REZONING

*FROM:* A (Agricultural)

*TO:* RA (Low Density Residential)

*MPC RECOMMENDATION:* **Recommend the Knox County Commission approve RA (Low Density Residential) zoning.**

*MPC VOTE COUNT:* 15-0 (Consent)

*LOCATION:* West side Bob Kirby Rd., north of Dutchtown Rd.

*ACREAGE:* 1.11 acres

*DISTRICT:* Commission District 3

*MPC HEARING ON:* 9/8/2016

*PUBLISHED IN:* News-Sentinel

*DATE PUBLISHED:* 8/5/2016

*LEGISLATIVE HEARING ON:* 10/24/2016

*PUBLISHED IN:* News-Sentinel

*DATE PUBLISHED:* 9/16/2016

*APPLICANT'S ADDRESS:* Worley Builders, Inc.

P.O. Box 71022

Knoxville, TN 37938

*LEGISLATIVE BODY:* Knox County Commission

*Consistent with Sector Plan?* Yes

*Consistent with Growth Plan?* Yes

► **FILE #:** 9-B-16-RZ

**AGENDA ITEM #:** 36

**AGENDA DATE:** 9/8/2016

► **APPLICANT:** WBI RENTALS, LLC

OWNER(S): Worley Builders, Inc.

TAX ID NUMBER: 118 121

[View map on KGIS](#)

JURISDICTION: County Commission District 3

STREET ADDRESS: 815 Bob Kirby Rd

► **LOCATION:** West side Bob Kirby Rd., north of Dutchtown Rd.

► **APPX. SIZE OF TRACT:** 1.11 acres

SECTOR PLAN: Northwest County

GROWTH POLICY PLAN: Planned Growth Area

ACCESSIBILITY: Access is via Bob Kirby Rd., a minor collector street with 34' of pavement width within 75' of right-of-way.

UTILITIES: Water Source: West Knox Utility District

Sewer Source: West Knox Utility District

WATERSHED: Turkey Creek

► **PRESENT ZONING:** A (Agricultural)

► **ZONING REQUESTED:** RA (Low Density Residential)

► **EXISTING LAND USE:** One residence

► **PROPOSED USE:** Duplexes

EXTENSION OF ZONE: Yes, extension of RA zoning from the east

HISTORY OF ZONING: None noted for this site

SURROUNDING LAND USE AND ZONING: North: House / A (Agricultural)

South: House / A (Agricultural)

East: Bob Kirby Rd., duplexes / RA (Low Density Residential)

West: Houses and vacant land / A (Agricultural)

NEIGHBORHOOD CONTEXT: This area is developed primarily with low density residential uses under RA and PR zoning. Webb School is to the south, zoned A-1, and there are also some other larger residential tracts, zoned Agricultural.

**STAFF RECOMMENDATION:**

► **RECOMMEND that County Commission APPROVE RA (Low Density Residential) zoning.**

RA is a logical extension of zoning from the east, is consistent with the sector plan designation and will allow uses compatible with the surrounding land uses and zoning pattern. There are several other large, RA and PR zoned tracts in the area, developed with low density residential uses.

**COMMENTS:**

REZONING REQUIREMENTS FROM ZONING ORDINANCES (must meet all of these):

THE PROPOSED AMENDMENT SHALL BE NECESSARY BECAUSE OF SUBSTANTIALLY CHANGED OR CHANGING CONDITIONS IN THE AREA AND DISTRICTS AFFECTED, OR IN THE CITY/COUNTY

GENERALLY:

1. RA zoning is compatible with the scale and intensity of the surrounding development and zoning pattern in the area.
2. The proposed RA zoning is consistent with the Northwest County Sector Plan proposal for the site.
3. A large area of RA zoning is already in place to the north and east. This proposal is an extension of that zoning.
4. The applicant proposes to develop duplexes on the property, which is consistent with the duplexes that have already been approved and developed to the east across Bob Kirby Rd.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH THE INTENT AND PURPOSE OF THE APPLICABLE ZONING ORDINANCE:

1. RA zoning provides for residential areas with low population densities. These areas are intended to be defined and protected from encroachment of uses not performing a function necessary to the residential environment.
2. Based on the above description, this site is appropriate for RA zoning.
3. If connected to sewer, the RA zone allows detached residential development with a minimum lot size of 10,000 sq. ft. Without sewer, the minimum lot size is 20,000 sq. ft., subject to approval by Knox County Health Department. Duplexes, as proposed by the applicant, require a minimum lot size of 12,000 sq. ft. with sewer, or 20,000 sq. ft. without sewer, subject to approval by Knox County Health Department.

THE PROPOSED AMENDMENT SHALL NOT ADVERSELY AFFECT ANY OTHER PART OF THE COUNTY, NOR SHALL ANY DIRECT OR INDIRECT ADVERSE EFFECTS RESULT FROM SUCH AMENDMENT:

1. The applicant intends to subdivide the subject property into multiple residential lots. The site is not large enough to be subdivided under the current A zoning, which requires a minimum lot size of one acre. RA zoning will allow this 1.11 acre site to be resubdivided into two or more lots for residential uses.
2. The impact to the street system will be minimal. If a plat is submitted to subdivide the property, a right-of-way dedication will be required. Along this section of Bob Kirby Rd., this dedication will be 30 feet from the right-of-way centerline.
3. The proposed zoning is compatible with surrounding development, and there should be minimal impact to the surrounding area and no adverse affect to any other part of the County.
4. Public water and sewer utilities are available in the area, but may need to be extended to serve the site.
5. No other area of the County will be impacted by this rezoning request.

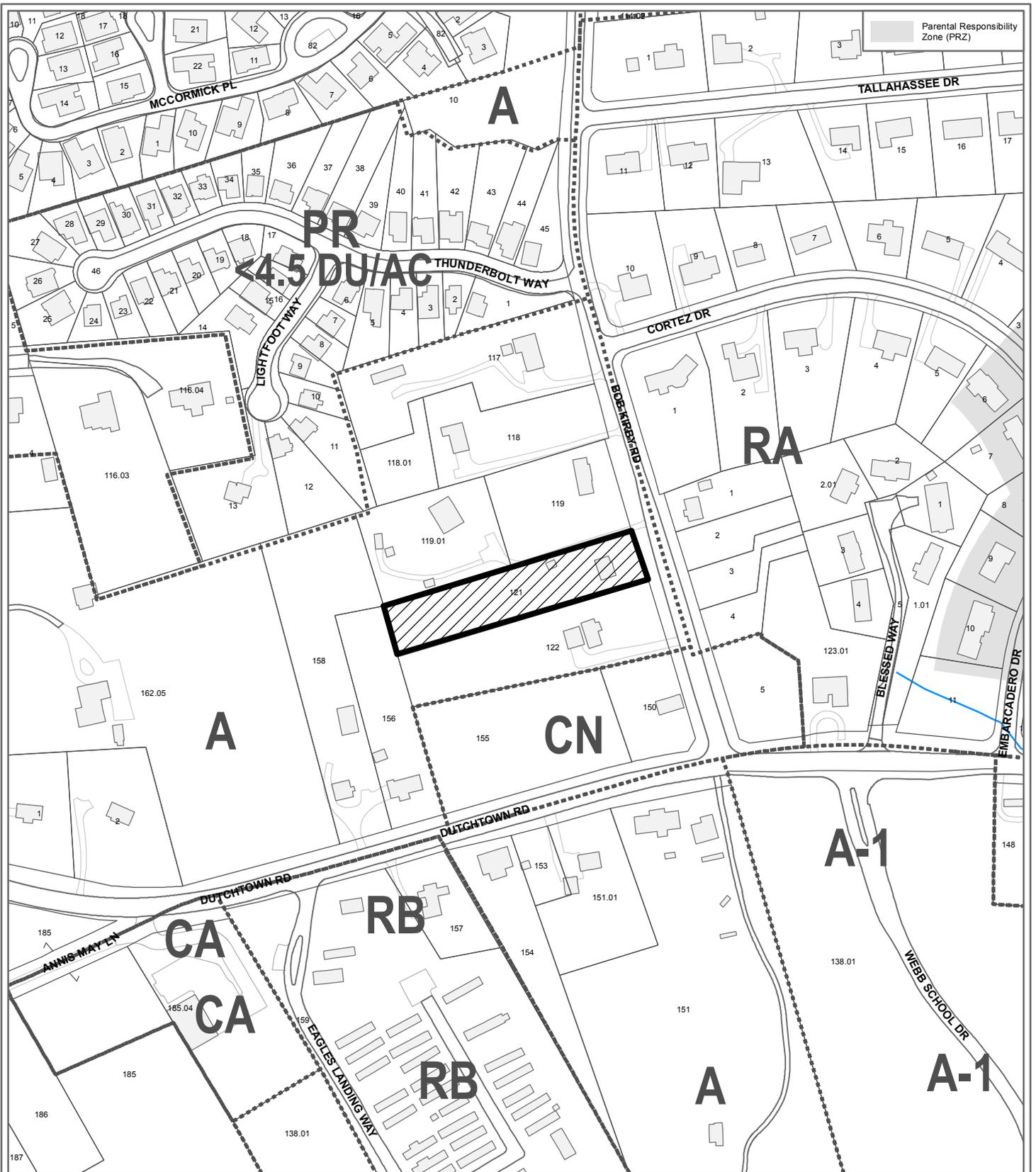
THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH AND NOT IN CONFLICT WITH THE GENERAL PLAN OF KNOXVILLE AND KNOX COUNTY, INCLUDING ANY OF ITS ELEMENTS, MAJOR ROAD PLAN, LAND USE PLAN, COMMUNITY FACILITIES PLAN, AND OTHERS:

1. The Northwest County Sector Plan proposes low density residential use for the site, consistent with the requested RA zoning.
2. The site is located within the Planned Growth Area on the Knoxville-Knox County-Farragut Growth Policy Plan map.
3. Approval of this request may lead to future requests for RA zoning on surrounding properties zoned Agricultural, which is consistent with the sector plan proposal for low density residential uses in the area.
4. The proposal does not present any apparent conflicts with any other adopted plans.

ESTIMATED TRAFFIC IMPACT: Not required.

ESTIMATED STUDENT YIELD: Not applicable.

If approved, this item will be forwarded to Knox County Commission for action on 10/24/2016. If denied, MPC's action is final, unless the action to deny is appealed to Knox County Commission. The date of the appeal hearing will depend on when the appeal application is filed. Appellants have 30 days to appeal an MPC decision in the County.



**9-B-16-RZ  
REZONING**

Petitioner: WBI Rentals, LLC



From: A (Agricultural)  
To: RA (Low Density Residential)

Map No: 118  
Jurisdiction: County



Original Print Date: 8/12/2016 Revised:  
Metropolitan Planning Commission \* City / County Building \* Knoxville, TN 37902

# Draft Minutes

## September 8, 2016

1:30 P.M. ♦ Small Assembly Room ♦ City County Building

The Metropolitan Planning Commission met in regular session on SEPTEMBER 8, 2016 at 1:30 p.m. in the Main Assembly Room, City/County Building, and Knoxville, Tennessee. Members:

### 1. ROLL CALL, INVOCATION AND PLEDGE OF ALLEGIANCE

Ms. Rebecca Longmire,  
Chair

\*\*Mr. Herb Anders

Ms. Gayle Bustin

Ms. Laura Cole

Mr. Art Clancy

Mr. Mike Crowder

Ms. Elizabeth Eason

Mr. Mac Goodwin

\* Arrived late to the meeting. \*\* Left early in the meeting

A – Absent from the meeting

Mr. Len Johnson

Mr. Charles F. Lomax, Jr

Mr. Patrick Phillips

Mr. Jeff Roth

Mr. Scott Smith

Mr. Charles Thomas

Ms. Janice Tocher

### Agenda Item No.

### MPC File No.

\* **36. WBI RENTALS, LLC**

**9-B-16-RZ**

West side Bob Kirby Rd., north of Dutchtown Rd., Commission District 3.  
Rezoning from A (Agricultural) to RA (Low Density Residential).

STAFF RECOMMENDATION: RECOMMEND that County Commission  
APPROVE RA (Low Density Residential) zoning.

THIS ITEM WAS APPROVED ON CONSENT EARLIER IN THE MEETING.

**MOTION (CLANCY) AND SECOND (GOODWIN) WERE MADE TO  
APPROVE CONSENT ITEMS AS READ EXCLUDING ITEM 44.  
MOTION CARRIED 15-0. APPROVED.**

REZONING       PLAN AMENDMENT

Name of Applicant: WBI Rentals, LLC

Date Filed: July 13, 2016 Meeting Date: 9/8/2016

Application Accepted by: M. Payne

Fee Amount: 500.00 File Number: Rezoning 9-B-16-RZ

Fee Amount: — File Number: Plan Amendment —



**PROPERTY INFORMATION**

Address: 815 BOB KIRBY RD Knoxville - 37923

General Location: 1/3 Bob Kirby Rd due north of Dutchtown Rd

Parcel ID Number(s): 118121

Tract Size: 100 x 483 1.11ac

Existing Land Use: Agricultural

Planning Sector: Northwest County

Growth Policy Plan: Planned

Census Tract: 46.11

Traffic Zone: 249

Jurisdiction:  City Council \_\_\_\_\_ District  
 County Commission 3rd District

**Requested Change**

**REZONING**

FROM: Agricultural (A)

TO: RA

**PLAN AMENDMENT**

One Year Plan     \_\_\_\_\_ Sector Plan

FROM: \_\_\_\_\_

TO: \_\_\_\_\_

\* SP IS LDR

**PROPOSED USE OF PROPERTY**

Duplexes

Density Proposed unspecified Units/Acre

Previous Rezoning Requests: \_\_\_\_\_

PROPERTY OWNER     OPTION HOLDER

PLEASE PRINT

Name: WBI Rentals, LLC

Company: WBI Rentals, LLC

Address: P.O. Box 71022

City: Knoxville State: TN Zip: 37938

Telephone: (865) 922-2600

Fax: 922-2602

E-mail: Ron@worleybuildersinc.com

**APPLICATION CORRESPONDENCE**

All correspondence relating to this application should be sent to:

PLEASE PRINT

Name: Ron Worley

Company: WBI Rentals, LLC

Address: P.O. Box 71022

City: Knoxville State: TN Zip: 37938

Telephone: (865) 922-2600

Fax: 922-2602

E-mail: Ron@worleybuildersinc.com

**APPLICATION AUTHORIZATION**

I hereby certify that I am the authorized applicant, representing ALL property owners involved in this request or holders of option on same, whose signatures are included on the back of this form.

Signature: Ron Worley, member mgr.

PLEASE PRINT

Name: Ron Worley, member mgr.

Company: WBI Rentals, LLC

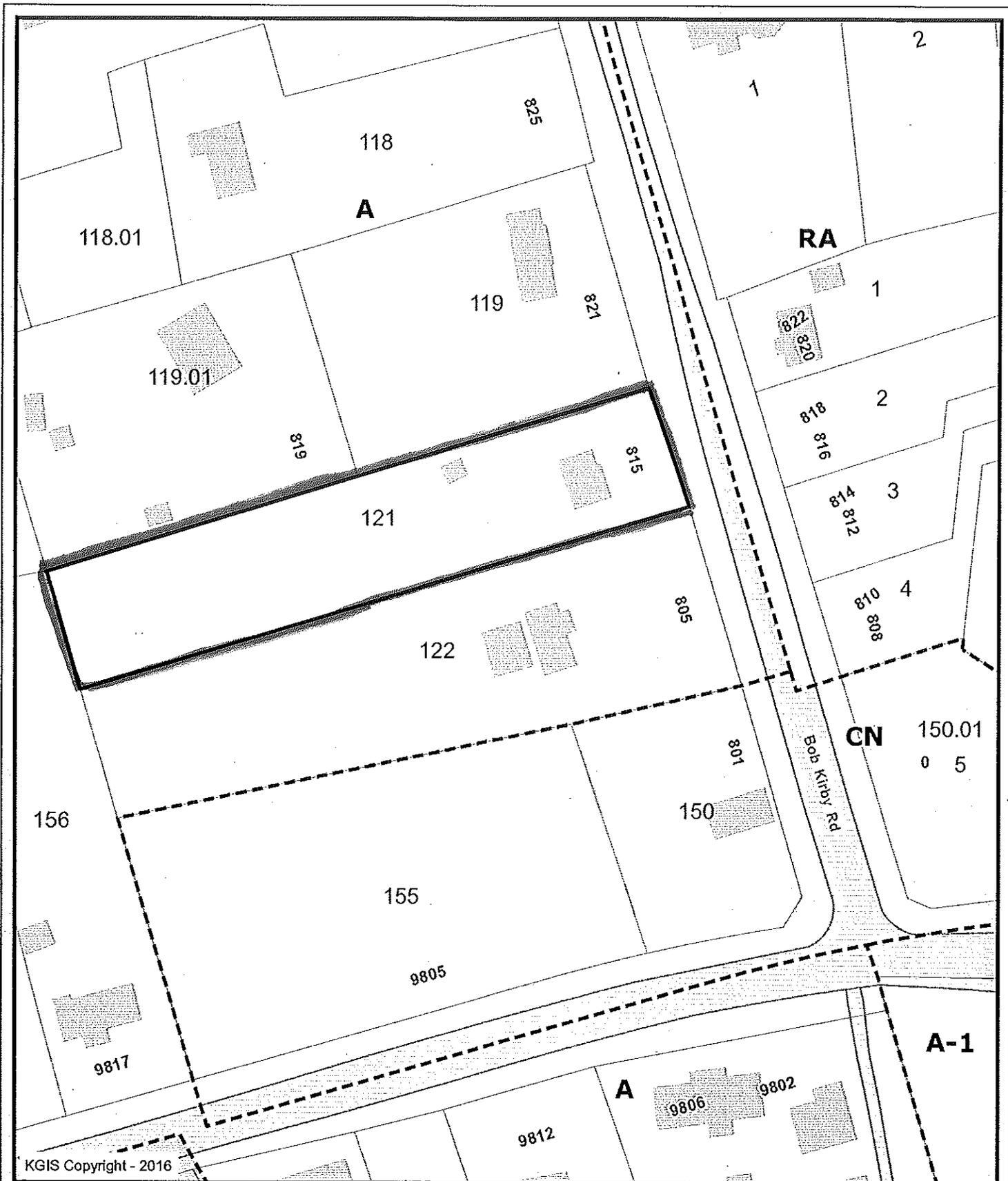
Address: P.O. Box 71022

City: Knoxville State: TN Zip: 37938

Telephone: (865) 922-2600

E-mail: Ron@worleybuildersinc.com



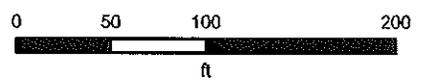


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Company Name: MET. PLAN. COMM.  
Contact Name:  
Email: susan.taylor@knoxmpc.org  
Address: 400 MAIN AVENUE SU 403, KNOXVILLE, TN, 37902  
Phone: (865) 215-2506 Fax: 2152068

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Please confirm placement prior to deadline by contacting your account rep at (865) 342-6515 .  
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**PUBLIC NOTICE**

The following items will be considered by the Board of County Commissioners on Monday, October 24, 2016, at 7:00 p.m. in the Main Assembly Room, City County Bldg, 400 Main St., Knoxville, TN. Data pertinent to these items may be seen in MPC's office, Fourth Fl. of the City County Bldg., Main St., Knoxville, TN. Knox County does not discriminate on the basis of disability in its provision of services, programs, activities or benefits. If you need assistance or accommodation for a disability, please contact the ADA office at 215-2952 & we will be glad to work with you in obliging any reasonable request.

**Plans/Rezoning**

**MPC - 2016 Southwest County Sector Plan Update.** Commission Districts 3, 4 & 5. Council District 2. MPC Action: Approved.

**WBI RENTALS, LLC** - West side Bob Kirby Rd., north of Dutchtown Rd., Commission District 3. Rezoning from A (Agricultural) to RA (Low Density Residential). MPC Recommendation: Approve.

**LECONTE EQUITIES GROUP, LLC** - Northwest side E. Governor John Sevier Hwy., north of Chapman Hwy., Commission District 9. South County Sector Plan Amendment from MDR/O (Medium Density Residential and Office) to GC (General Commercial) and Rezoning from OB (Office, Medical, and Related Services) to CA (General Business). MPC Action: Approved GC General Commercial sector plan and PC (Planned Commercial) zoning, subject to 1 condition.

**HOPE DAVIS** - East side Ebenezer Rd., north of S. Northshore Dr., Commission District 4. Southwest County Sector Plan Amendment from LDR (Low Density Residential), SLPA (Slope Protection Area) and STPA (Stream Protection Area) to C (Commercial), SLPA (Slope Protection Area) and STPA (Stream Protection Area) and Rezoning from A (Agricultural) and F (Floodway) to CA (General Business) and F (Floodway). MPC Action: Approved O (Office), SLPA and

STPA sector plan designation and OB (Office, Medical, and Related Services) and F (Floodway) zoning.  
**TURNER HOMES, LLC** - East side Andes Rd., southwest side Chert Pit Rd., Commission District 3. Rezoning from A (Agricultural) to RA (Low Density Residential). MPC Recommendation: Approve.

**Postponed Earlier**

**HARDIN VALLEY LAND PARTNERS, LLC** - Southeast side Hardin Valley Rd., southwest of Valley Vista Rd., Commission District 6. Rezoning from PC (Planned Commercial) / TO (Technology Overlay) to OB (Office, Medical, and Related Services) / TO (Technology Overlay). MPC Recommendation: Approve.

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**AGENDA COMMITTEE MEETING**

**48.**

**Meeting Date:** 10/05/2016  
**Requested By:** Bettyjo Mahan,  
METROPOLITAN  
PLANNING COMMISSION  
**Department:** METROPOLITAN PLANNING COMMISSION  
**Requires Expenditure of Funds:** NO **Funded in Current Budget:** NO  
**Appropriation Required:** NO

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Information

**CAPTION**

Request of LeConte Equities Group, LLC, for a South County Sector Plan amendment from MDR/O (Medium Density Residential and Office) to GC (General Commercial). Property located northwest side of E. Governor John Sevier Hwy., north of Chapman Hwy. COMMISSION DISTRICT 9. MPC Action: Adopt Resolution # 9-A-16-SP, amending the South County Sector Plan to GC (General Commercial) and recommend the Knox County Commission also adopt the sector plan amendment.

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Attachments

LeConte Equities Group, LLC 9-A-16-SP

**METROPOLITAN PLANNING COMMISSION  
REPORT OF RECOMMENDATION**

9/15/2016 03:44 PM

FILE NUMBER: 9-A-16-SP

*APPLICANT:* LECONTE EQUITIES GROUP, LLC

*APPLICANT'S REQUEST:* South County Sector Plan Amendment

*FROM:* MDR/O (Medium Density Residential and Office)

*TO:* GC (General Commercial)

*MPC ACTION:* **Adopt Resolution # 9-A-16-SP, amending the South County Sector Plan to GC (General Commercial) and recommend the Knox County Commission also adopt the sector plan amendment.**

*MPC VOTE COUNT:* 15-0

*LOCATION:* Northwest side E. Governor John Sevier Hwy., north of Chapman Hwy.

*DISTRICT:* Commission District 9

*MPC HEARING ON:* 9/8/2016

*PUBLISHED IN:* News-Sentinel

*DATE PUBLISHED:* 8/5/2016

*LEGISLATIVE HEARING ON:* 10/24/2016

*PUBLISHED IN:* News-Sentinel

*DATE PUBLISHED:* 9/10/2016

*APPLICANT'S ADDRESS:* LeConte Equities Group, LLC  
500 Henley St  
Suite 200  
Knoxville, TN 37902

*LEGISLATIVE BODY:* Knox County Commission



**KNOXVILLE/KNOX COUNTY METROPOLITAN PLANNING COMMISSION  
PLAN AMENDMENT/REZONING REPORT**

▶ **FILE #:** 9-C-16-RZ  
9-A-16-SP

**AGENDA ITEM #:** 37  
**AGENDA DATE:** 9/8/2016

▶ **APPLICANT:** LECONTE EQUITIES GROUP, LLC  
OWNER(S): LeConte Equities Group, LLC

TAX ID NUMBER: 137 210 [View map on KGIS](#)  
JURISDICTION: Commission District 9  
STREET ADDRESS:

▶ **LOCATION:** Northwest side E. Governor John Sevier Hwy., north of Chapman Hwy.

▶ **TRACT INFORMATION:** 6.65 acres.

SECTOR PLAN: South County

GROWTH POLICY PLAN: Urban Growth Area (Outside City Limits)

ACCESSIBILITY: Access is via E. Governor John Sevier Hwy., a major arterial street with 2 travel lanes and various turning lanes within 150' of right-of-way.

UTILITIES: Water Source: Knox-Chapman Utility District

Sewer Source: Knoxville Utilities Board

WATERSHED: Stock Creek and Burnett Creek

▶ **PRESENT PLAN DESIGNATION/ZONING:** MDR/O (Medium Density Residential and Office) / OB (Office, Medical, and Related Services)

▶ **PROPOSED PLAN DESIGNATION/ZONING:** GC (General Commercial) / CA (General Business)

▶ **EXISTING LAND USE:** Vacant land

▶ **PROPOSED USE:** Commercial/retail

EXTENSION OF PLAN DESIGNATION/ZONING: Not an extension of GC plan designation. CA zoning is present to the southeast, but is on the opposite side of the highway from the subject property.

HISTORY OF ZONING REQUESTS: None noted. The South County Sector Plan was adopted with the current MDR/O proposal by Knox County Commission on March 25, 2013.

SURROUNDING LAND USE, PLAN DESIGNATION, ZONING  
North: Residences / LDR / RA (Low Density Residential)  
South: E. Governor John Sevier Hwy., vacant land and road interchange / LDR / CA (General Business)  
East: Developing residential subdivision / LDR / PR (Planned Residential) @ 1-5 du/ac  
West: Business / MDR-O and GC / A (Agricultural) and CA (General Business)

NEIGHBORHOOD CONTEXT: This area south of Chapman Hwy., around the interchange with E. Governor John Sevier Hwy. is developed with commercial uses under C-3, C-4 and CA zoning. On the north side of Chapman Hwy., commercial development has been limited to only properties having direct access to Chapman Hwy.

**STAFF RECOMMENDATION:**

- ▶ **ADOPT RESOLUTION # 9-A-16-SP, amending the South County Sector Plan to GC (General Commercial) and recommend that County Commission also adopt the sector plan amendment. (See attached resolution, Exhibit A.)**

The property is appropriate for commercial development, as long as developed under the recommended PC zoning, which will require the review and approval of a development plan by MPC prior to issuance of building permits. The site is located along E. Governor John Sevier Hwy., near the interchange with Chapman Hwy., where significant commercial development is occurring.

- ▶ **RECOMMEND that County Commission APPROVE PC (Planned Commercial) zoning, subject to 1 condition. (Applicant requested CA.)**

1. No clearing or grading of the site may be permitted until after the approval of a use on review development plan by MPC.

Commercial use of the subject property, if limited to PC zoning with the condition, is appropriate for this site. The site is located along a major arterial street and is just north of other commercially developed land. PC is recommended rather than CA so that MPC can review a development plan and address issues such as access and buffering to adjacent residential uses. The condition is included because the site is heavily wooded and staff would like the opportunity to recommend the preservation of some vegetation, as deemed appropriate for buffering and other aesthetic purposes. CA zoning would allow a wide range of uses with no public review of a plan.

**COMMENTS:**

SECTOR PLAN REQUIREMENTS FROM GENERAL PLAN (May meet any one of these):

CHANGES OF CONDITIONS WARRANTING AMENDMENT OF THE LAND USE PLAN:

INTRODUCTION OF SIGNIFICANT NEW ROADS OR UTILITIES THAT WERE NOT ANTICIPATED IN THE PLAN AND MAKE DEVELOPMENT MORE FEASIBLE:

No known road improvements have been made recently in the area. The last known road improvements in the area occurred in the mid 2000's with the overhaul of the Chapman Hwy./E. Gov John Sevier Hwy. interchange to accommodate the large, developing commercial area to the south. Commercial uses and zoning have been established to the south of the site and this proposal is an extension of those uses.

AN OBVIOUS OR SIGNIFICANT ERROR OR OMISSION IN THE PLAN:

The current sector plan now proposes medium density residential and office uses for the site, consistent with the current OB zoning. There is no error or omission in the plan, but consideration of commercial uses on this site are appropriate, considering surrounding development and zoning, and the property's frontage on a major arterial street near the interchange with Chapman Hwy.

CHANGES IN GOVERNMENT POLICY, SUCH AS A DECISION TO CONCENTRATE DEVELOPMENT IN CERTAIN AREAS:

With previous approvals of commercial zoning and development in the area to the south, a pattern has been established to concentrate commercial development in this area around the interchange.

TRENDS IN DEVELOPMENT, POPULATION OR TRAFFIC THAT WARRANT RECONSIDERATION OF THE ORIGINAL PLAN PROPOSAL:

A trend of commercial development has been established to the south of the site since road and interchange improvements were made, along with the installation of traffic signals. This proposal continues that trend.

REZONING REQUIREMENTS FROM ZONING ORDINANCES (must meet all of these):

THE PROPOSED AMENDMENT SHALL BE NECESSARY BECAUSE OF SUBSTANTIALLY CHANGED OR CHANGING CONDITIONS IN THE AREA AND DISTRICTS AFFECTED, OR IN THE CITY/COUNTY GENERALLY:

1. There is a large commercial development to the south of the site. Commercial zoning for the subject

property is an extension of that zoning and development to the north.

2. The site is accessed from E. Governor John Sevier Hwy., a major arterial street, with sufficient capacity to support commercial development.
3. With the recommended approval of the associated plan amendment (9-A-16-SP), this rezoning proposal is consistent with the South County Sector Plan.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH THE INTENT AND PURPOSE OF THE APPLICABLE ZONING ORDINANCE:

1. Based on the property's location just north of other commercially zoned properties, the proposed rezoning is clearly compatible with the surrounding development and zoning pattern.
2. The recommended PC zoning will allow the property to be developed with commercial uses, while giving the opportunity for MPC and public review of a specific site plan prior to development. The applicant will need to pursue use on review approval of a plan by MPC before proceeding with development.

THE PROPOSED AMENDMENT SHALL NOT ADVERSELY AFFECT ANY OTHER PART OF THE COUNTY, NOR SHALL ANY DIRECT OR INDIRECT ADVERSE EFFECTS RESULT FROM SUCH AMENDMENT:

1. Public water and sewer utilities are available in the area, but may have to be extended to serve the site.
2. Establishment of PC zoning at this location would have little to no adverse impact on surrounding properties. The requested CA zoning would potentially lead to more negative impact on adjacent residential areas, if not adequately buffered.
3. The site has access to E. Governor John Sevier Hwy., a major arterial street with sufficient capacity to handle additional traffic that would be generated by commercial use of this site. Under the recommended PC zoning, MPC and Knox County Engineering Staff would have the opportunity to review the access to the site with the objective of minimizing traffic conflicts and maximizing safety. If possible, it would be preferable to access the subject property through the adjacent commercial site to the southwest, leading to Chapman Hwy., where curbcuts are already established. If access must come directly from E. Gov. John Sevier Hwy., then it will likely need to be located directly across the highway from where the existing Chapman Hwy. access road is located on the south side. A traffic impact study may also be required to be submitted with the use on review plan, if deemed necessary by MPC and Engineering staff.
4. This proposed amendment of the zoning map will not adversely affect any other part of the County.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH AND NOT IN CONFLICT WITH THE GENERAL PLAN OF KNOXVILLE AND KNOX COUNTY, INCLUDING ANY OF ITS ELEMENTS, MAJOR ROAD PLAN, LAND USE PLAN, COMMUNITY FACILITIES PLAN, AND OTHERS:

1. With the recommended amendment to the South County Sector Plan to GC (General Commercial), either the recommended PC zoning or the proposed CA zoning could be considered.
2. The site is located within the Planned Growth Area on the Knoxville-Knox County-Farragut Growth Policy Plan map.
3. The recommended PC zoning does not present any apparent conflicts with any other adopted plans.

State law regarding amendments of the general plan (which include Sector Plan amendments) was changed with passage of Public Chapter 1150 by the Tennessee Legislature in 2008. The law provides for two methods to amend the plan at TCA 13-3-304:

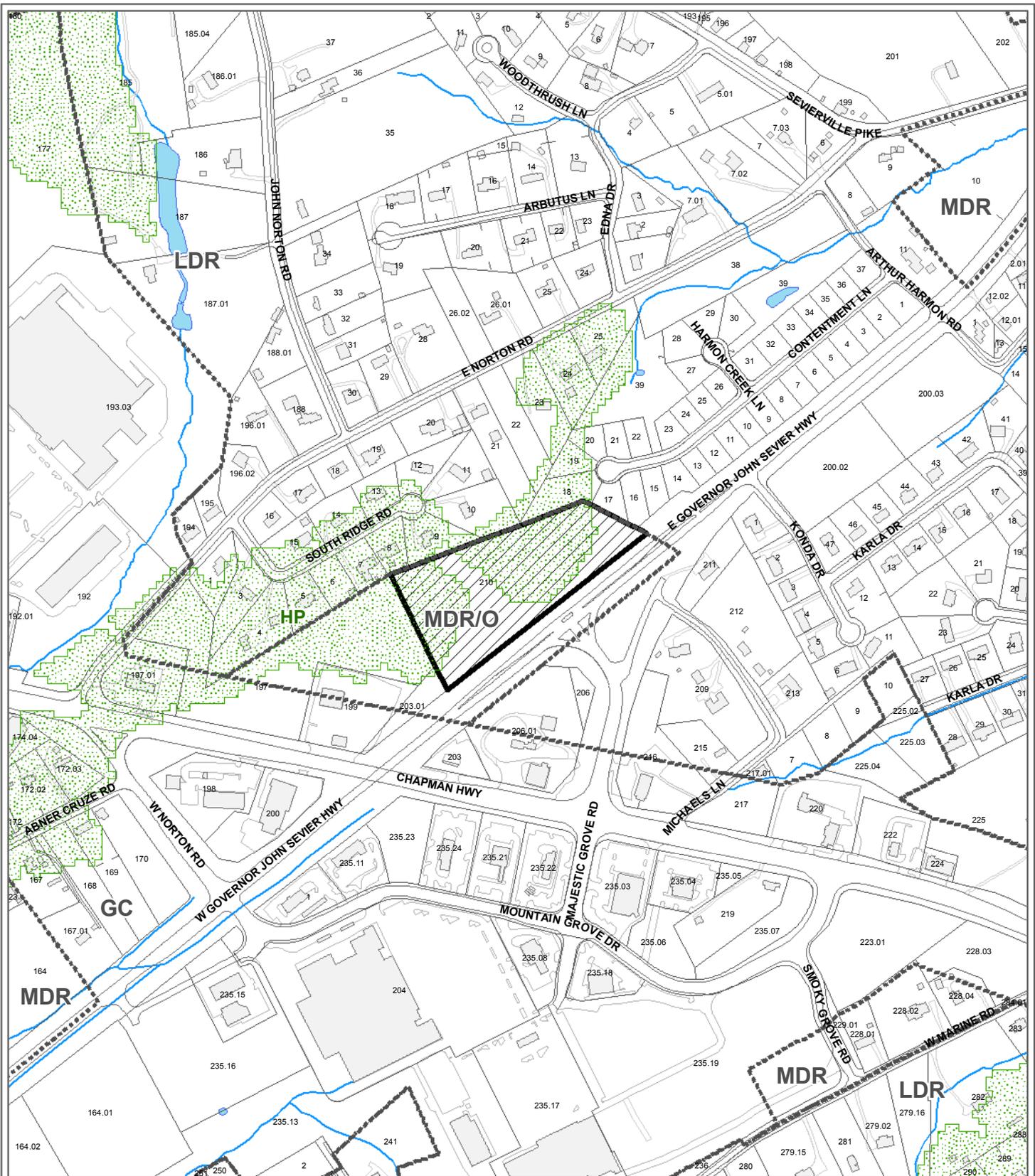
1. The Planning Commission may initiate an amendment by adopting a resolution and certifying the amendment to the Legislative Body. Once approved by majority vote of the Legislative Body, the amendment is operative.
2. The Legislative Body may also initiate an amendment and transmit the amendment to the Planning Commission. Once the Planning Commission has considered the proposed amendment and approved, not approved, or taken no action, the Legislative Body may approve the amendment by majority vote and the amendment is operative.

ESTIMATED TRAFFIC IMPACT: Not required.

ESTIMATED STUDENT YIELD: Not applicable.

If approved, this item will be forwarded to Knox County Commission for action on 10/24/2016. If denied, MPC's action is final, unless the action to deny is appealed to Knox County Commission. The date of the

appeal hearing will depend on when the appeal application is filed. Appellants have 30 days to appeal an MPC decision in the County.



**9-A-16-SP / 9-C-16-RZ**  
**SOUTH COUNTY SECTOR PLAN AMENDMENT**

From: MDR/O (Medium Density Residential and Office)  
 To: GC (General Commercial)



Petitioner: LeConte Equities Group, LLC

Map No: 137  
 Jurisdiction: County



Original Print Date: 8/12/2016      Revised:  
 Metropolitan Planning Commission \* City / County Building \* Knoxville, TN 37902

**KNOXVILLE-KNOX COUNTY  
METROPOLITAN PLANNING COMMISSION  
A RESOLUTION AMENDING THE SOUTH COUNTY SECTOR PLAN**

**WHEREAS**, the Knoxville-Knox County Metropolitan Planning Commission, a regional planning commission established pursuant to state statute, has the duty to make, adopt and amend plans for the physical development of Knoxville and Knox County; and

**WHEREAS**, the Metropolitan Planning Commission pursuant to state statute has prepared and adopted the Knoxville-Knox County General Plan 2033, as the official comprehensive plan for Knoxville and Knox County; and

**WHEREAS**, the Council of the City of Knoxville and the Commission of Knox County have adopted the Knoxville Knox County General Plan 2033, as the official comprehensive plan for Knoxville and Knox County; and

**WHEREAS**, the Metropolitan Planning Commission has prepared the Knox County Future Land Use Map, a portion of which is contained within the South County Sector Plan, consistent with the requirements of the General Plan; and

**WHEREAS**, the Knoxville-Knox County General Plan 2033, provides criteria for periodic updates and amendments of the land use maps contained within plans initiated by the Planning Commission or in response to applications from property owners; and

**WHEREAS**, LeConte Equities Group, LLC, has submitted an application to amend the Sector Plan from Medium Density Residential/Office to General Commercial, for property described in the application; and

**WHEREAS**, the Metropolitan Planning Commission staff recommends approval of a revised amendment to the South County Sector Plan, consistent with General Plan requirements that such amendment represents either a logical extension of a development pattern, or is warranted because of changing conditions in the sector as enumerated in the Plan; and

**WHEREAS**, the Metropolitan Planning Commission, at its regularly scheduled public hearing on September 8, 2016, after consideration of the staff recommendation and testimony from those persons in support and opposed to the plan amendment, approved the amendment for the subject property, as requested, and/or amended.

**NOW, THEREFORE, BE IT RESOLVED BY THE KNOXVILLE-KNOX COUNTY METROPOLITAN PLANNING COMMISSION:**

**SECTION 1:** The Planning Commission hereby adopts the revised amendment to the South County Sector Plan, with its accompanying staff report and map, file #9-A-16-SP.

**SECTION 2:** This Resolution shall take effect upon its approval.

**SECTION 3:** The Planning Commission further recommends that The Knox County Commission likewise consider this revised amendment to the General Plan 2033.

  
Chairman

9-8-2016  
Date  
  
Secretary

# Draft Minutes

## September 8, 2016

1:30 P.M. ♦ Small Assembly Room ♦ City County Building

The Metropolitan Planning Commission met in regular session on SEPTEMBER 8, 2016 at 1:30 p.m. in the Main Assembly Room, City/County Building, and Knoxville, Tennessee. Members:

### 1. ROLL CALL, INVOCATION AND PLEDGE OF ALLEGIANCE

Ms. Rebecca Longmire, Chair	Mr. Len Johnson
**Mr. Herb Anders	Mr. Charles F. Lomax, Jr
Ms. Gayle Bustin	Mr. Patrick Phillips
Ms. Laura Cole	Mr. Jeff Roth
Mr. Art Clancy	Mr. Scott Smith
Mr. Mike Crowder	Mr. Charles Thomas
Ms. Elizabeth Eason	Ms. Janice Tocher
Mr. Mac Goodwin	

\* Arrived late to the meeting. \*\* Left early in the meeting

A – Absent from the meeting

### Agenda Item No.

### MPC File No.

#### 37. LECONTE EQUITIES GROUP, LLC

Northwest side E. Governor John Sevier Hwy., north of Chapman Hwy.,  
 Commission District 9.

##### **a. South County Sector Plan Amendment**

**9-A-16-SP**

From MDR/O (Medium Density Residential and Office) to GC (General  
 Commercial).

STAFF RECOMMENDATION: ADOPT RESOLUTION # 9-A-16-SP,  
 amending the South County Sector Plan to GC (General Commercial)  
 and recommend that County Commission also adopt the sector plan  
 amendment.

**MOTION (CLANCY) AND SECOND (PHILLIPS) WERE MADE TO  
 APPROVE STAFF RECOMMENDATION. MOTION CARRIED 15-0.  
 APPROVED.**

##### **b. Rezoning**

**9-C-16-RZ**

From OB (Office, Medical, and Related Services) to CA (General Business).

STAFF RECOMMENDATION: RECOMMEND that County Commission  
 APPROVE PC (Planned Commercial) zoning, subject to 1 condition.

**MOTION (CLANCY) AND SECOND (JOHNSON) WERE MADE TO  
 APPROVE STAFF RECOMMENDATION. MOTION CARRIED 15-0.  
 APPROVED.**

South Co SP

KNOXVILLE KNOX COUNTY

M P C  
METROPOLITAN  
PLANNING  
COMMISSION

T E N N E S S E E

Suite 403 • City County Building  
400 Main Street  
Knoxville, Tennessee 37902  
865 • 215 • 2500  
FAX • 215 • 2068  
www.knoxmpc.org

**REZONING**       **PLAN AMENDMENT**

Name of Applicant: LeConte Equities Group, LLC

Date Filed: 7/19/16 Meeting Date: Sept. 8, 2016

Application Accepted by: Bmsseum

Fee Amount: \$1665 File Number: Rezoning 9-C-16-R2

Fee Amount: \$800 File Number: Plan Amendment 9-A-16-SP

**PROPERTY INFORMATION**

Address: E Governor John Sevier Hwy

General Location: South Knoxville, close to intersection of Chapman Hwy & East Governor John Sevier Hwy.

Parcel ID Number(s): 137 210 NN side Gov JSA Hwy

Tract Size: 6.65 acres

Existing Land Use: Unused Land

Planning Sector: South County

Growth Policy Plan: Urban Growth

Census Tract: 55.01

Traffic Zone: \_\_\_\_\_

Jurisdiction:  City Council \_\_\_\_\_ District  
 County Commission 9 District

**Requested Change  
REZONING**

FROM: OB

TO: CA

**PLAN AMENDMENT**

One Year Plan     South Co Sector Plan

FROM: MDR/O

TO: GC

**PROPOSED USE OF PROPERTY**

Commercial retail

Density Proposed 1 unit per 1.5 acre Units/Acre

Previous Rezoning Requests: \_\_\_\_\_

**PROPERTY OWNER**     **OPTION HOLDER**

PLEASE PRINT  
Name: Matthew D. Turner

Company: LeConte Equities Group

Address: 500 Henley St., Suite 200

City: Knoxville State: TN Zip: 37902

Telephone: 865-310-8745

Fax: 865-522-1415

E-mail: mtturner@leconteequities.com

**APPLICATION CORRESPONDENCE**

All correspondence relating to this application should be sent to:

PLEASE PRINT  
Name: Matthew D. Turner

Company: LeConte Equities Group, LLC

Address: 500 Henley St., Suite 200

City: Knoxville State: TN Zip: 37902

Telephone: 865-310-8745

Fax: 865-522-1415

E-mail: mtturner@leconteequities.com

**APPLICATION AUTHORIZATION**

I hereby certify that I am the authorized applicant, representing ALL property owners involved in this request or holders of option on same, whose signatures are included on the back of this form.

Signature: Matthew D. Turner

PLEASE PRINT  
Name: Matthew D. Turner

Company: LeConte Equities Group, LLC

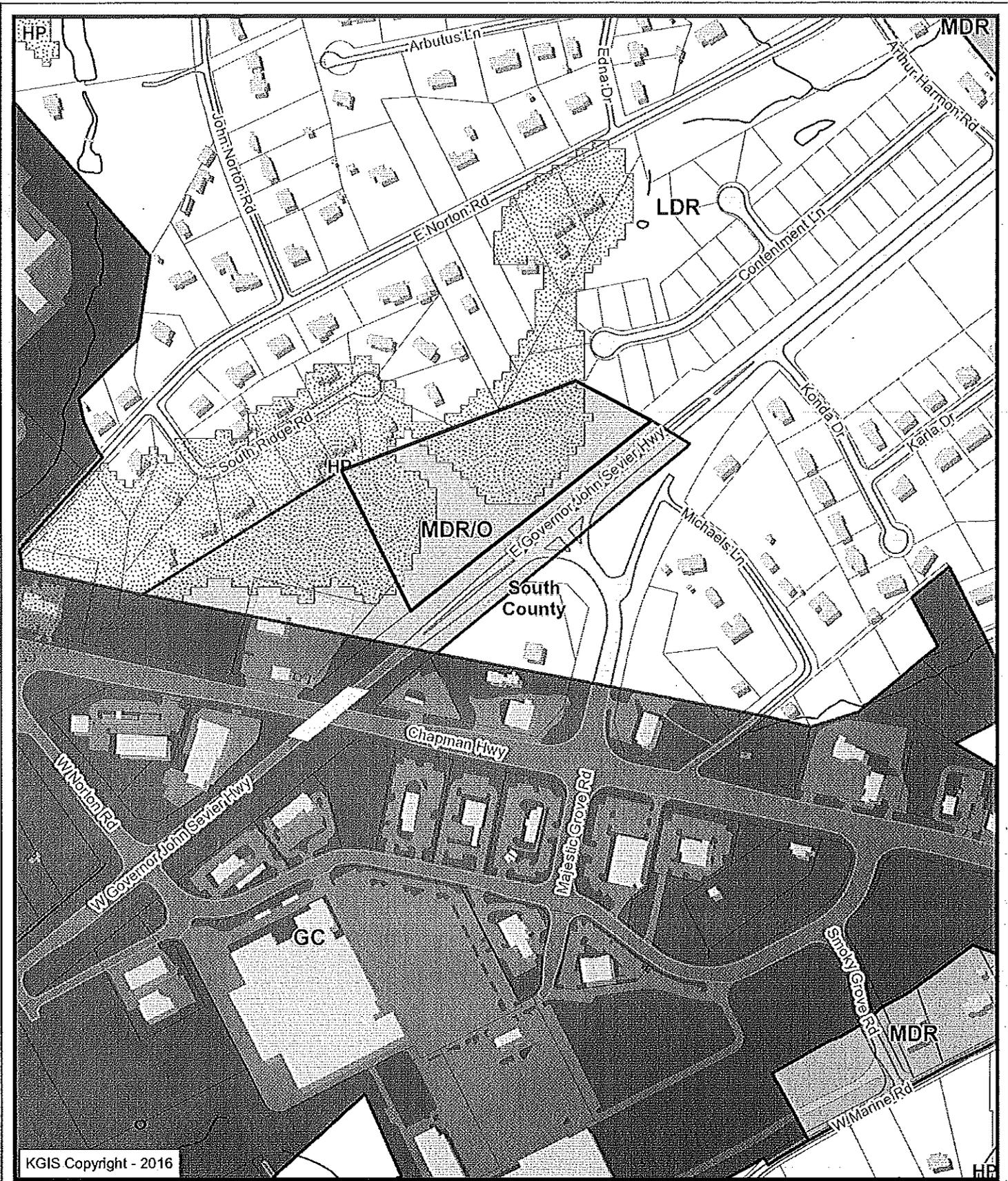
Address: 500 Henley St., Suite 200

City: Knoxville State: TN Zip: 37902

Telephone: 865-310-8745

E-mail: mtturner@leconteequities.com

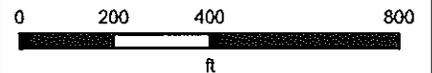




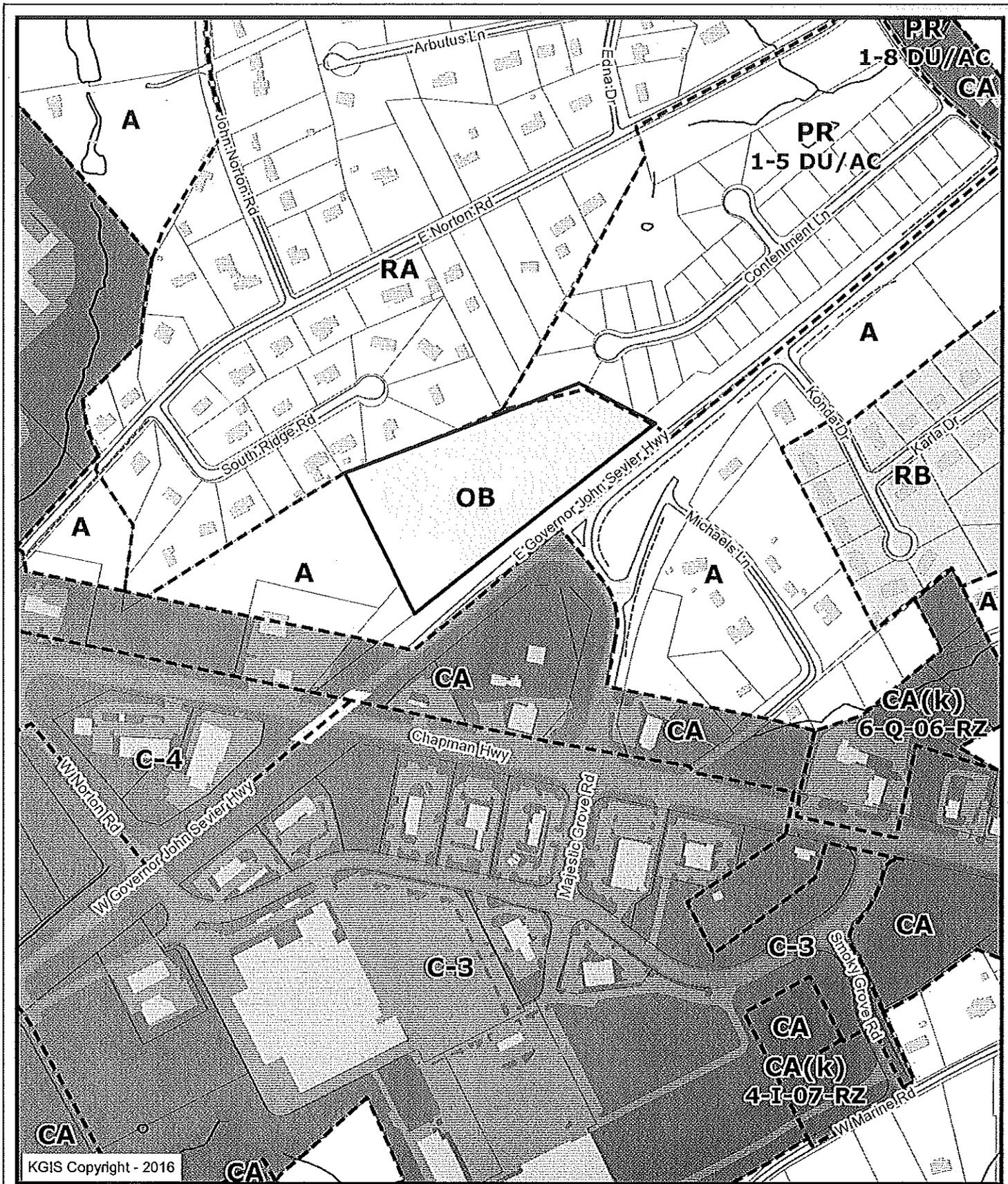
## Letter Portrait

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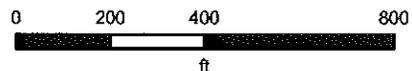


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### Letter Portrait

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Sales Rep: Louise Watkins (K3405)

Phone: (865) 342-6515

Email: Louise.Watkins@knoxnews.com

> Account Information

Date: 09/14/16  
Account Number: 237952 (KC03787)  
Company Name: MET. PLAN. COMM.  
Contact Name:  
Email: susan.taylor@knoxmpc.org  
Address: 400 MAIN AVENUE SU 403, KNOXVILLE, TN, 37902  
Phone: (865) 215-2506 Fax: 2152068

> Insertion Information

This is a proof of your ad scheduled to run on the dates indicated below.  
Please confirm placement prior to deadline by contacting your account rep at (865) 342-6515 .  
Ad Id: 1270290 P.O. Number: Total Cost: \$162.00  
Tag Line: PUBLIC NOTICE The following items wi  
Start Date: 09/16/16 Stop Date: 09/16/16  
Number of Times: 1 Class: 16250 - Public Notices  
Publications: KN-Knoxville News Sentinel, KN-Internet - knoxnews.com

> Ad Proof

I agree this ad is accurate and as ordered.

**PUBLIC NOTICE**

The following items will be considered by the Board of County Commissioners on Monday, October 24, 2016, at 7:00 p.m. in the Main Assembly Room, City County Bldg, 400 Main St., Knoxville, TN. Data pertinent to these items may be seen in MPC's office, Fourth Fl. of the City County Bldg., Main St., Knoxville, TN. Knox County does not discriminate on the basis of disability in its provision of services, programs, activities or benefits. If you need assistance or accommodation for a disability, please contact the ADA office at 215-2952 & we will be glad to work with you in obliging any reasonable request.

**Plans/Rezoning**

**MPC - 2016 Southwest County Sector Plan Update.** Commission Districts 3, 4 & 5. Council District 2. MPC Action: Approved.

**WBI RENTALS, LLC** - West side Bob Kirby Rd., north of Dutchtown Rd., Commission District 3. Rezoning from A (Agricultural) to RA (Low Density Residential). MPC Recommendation: Approve.

**LECONTE EQUITIES GROUP, LLC** - Northwest side E. Governor John Sevier Hwy., north of Chapman Hwy., Commission District 9. South County Sector Plan Amendment from MDR/O (Medium Density Residential and Office) to GC (General Commercial) and Rezoning from OB (Office, Medical, and Related Services) to CA (General Business). MPC Action: Approved GC General Commercial sector plan and PC (Planned Commercial) zoning, subject to 1 condition.

**HOPE DAVIS** - East side Ebenezer Rd., north of S. Northshore Dr., Commission District 4. Southwest County Sector Plan Amendment from LDR (Low Density Residential), SLPA (Slope Protection Area) and STPA (Stream Protection Area) to C (Commercial), SLPA (Slope Protection Area) and STPA (Stream Protection Area) and Rezoning from A (Agricultural) and F (Floodway) to CA (General Business) and F (Floodway). MPC Action: Approved O (Office), SLPA and

STPA sector plan designation and OB (Office, Medical, and Related Services) and F (Floodway) zoning.  
**TURNER HOMES, LLC** - East side Andes Rd., southwest side Chert Pit Rd., Commission District 3. Rezoning from A (Agricultural) to RA (Low Density Residential). MPC Recommendation: Approve.

**Postponed Earlier**

**HARDIN VALLEY LAND PARTNERS, LLC** - Southeast side Hardin Valley Rd., southwest of Valley Vista Rd., Commission District 6. Rezoning from PC (Planned Commercial) / TO (Technology Overlay) to OB (Office, Medical, and Related Services) / TO (Technology Overlay). MPC Recommendation: Approve.

Thank you for your business. Our commitment to a quality product includes the advertising in our publications. As such, Gannett reserves the right to categorize, edit and refuse certain classified ads. Your satisfaction is important. If you notice errors in your ad, please notify the classified department immediately so that we can make corrections before the second print date. The number to call is 865-637-4111. Allowance may not be made for errors reported past the second print date. The Knoxville News Sentinel may not issue refunds for classified advertising purchased in a package rate; ads purchased on the open rate may be pro-rated for the remaining full days for which the ad did not run.

**AGENDA COMMITTEE MEETING**

**49.**

**Meeting Date:** 10/05/2016  
**Requested By:** Bettyjo Mahan,  
METROPOLITAN  
PLANNING COMMISSION  
**Department:** METROPOLITAN PLANNING COMMISSION  
**Requires Expenditure of Funds:** NO **Funded in Current Budget:** NO  
**Appropriation Required:** NO

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Information

CAPTION

Request of LeConte Equities Group, LLC, for rezoning from OB (Office, Medical, and Related Services) to CA (General Business). Property located northwest side of E Governor John Sevier Highway, north of Chapman Highway. COMMISSION DISTRICT 9. MPC Recommendation: Recommend the Knox County Commission approve PC (Planned Commercial) zoning, subject to 1 condition.

---

Attachments

**METROPOLITAN PLANNING COMMISSION  
REPORT OF RECOMMENDATION**

9/15/2016 03:47 PM

FILE NUMBER: 9-C-16-RZ

*APPLICANT:* LECONTE EQUITIES GROUP, LLC

*APPLICANT'S REQUEST:* REZONING

*FROM:* OB (Office, Medical, and Related Services)

*TO:* CA (General Business)

*MPC RECOMMENDATION:* **Recommend the Knox County Commission approve PC (Planned Commercial) zoning, subject to 1 condition.**

*MPC VOTE COUNT:* 15-0

*LOCATION:* Northwest side E. Governor John Sevier Hwy., north of Chapman Hwy.

*ACREAGE:* 6.65 acres

*DISTRICT:* Commission District 9

*MPC HEARING ON:* 9/8/2016

*PUBLISHED IN:* News-Sentinel

*DATE PUBLISHED:* 8/5/2016

*LEGISLATIVE HEARING ON:* 10/24/2016

*PUBLISHED IN:* News-Sentinel

*DATE PUBLISHED:* 9/16/2016

*APPLICANT'S ADDRESS:* LeConte Equities Group, LLC

500 Henley St

Suite 200

Knoxville, TN 37902

*LEGISLATIVE BODY:* Knox County Commission



**KNOXVILLE/KNOX COUNTY METROPOLITAN PLANNING COMMISSION  
PLAN AMENDMENT/REZONING REPORT**

▶ **FILE #:** 9-C-16-RZ  
9-A-16-SP

**AGENDA ITEM #:** 37  
**AGENDA DATE:** 9/8/2016

▶ **APPLICANT:** LECONTE EQUITIES GROUP, LLC  
OWNER(S): LeConte Equities Group, LLC

TAX ID NUMBER: 137 210 [View map on KGIS](#)  
JURISDICTION: Commission District 9  
STREET ADDRESS:

▶ **LOCATION:** Northwest side E. Governor John Sevier Hwy., north of Chapman Hwy.

▶ **TRACT INFORMATION:** 6.65 acres.

SECTOR PLAN: South County

GROWTH POLICY PLAN: Urban Growth Area (Outside City Limits)

ACCESSIBILITY: Access is via E. Governor John Sevier Hwy., a major arterial street with 2 travel lanes and various turning lanes within 150' of right-of-way.

UTILITIES: Water Source: Knox-Chapman Utility District

Sewer Source: Knoxville Utilities Board

WATERSHED: Stock Creek and Burnett Creek

▶ **PRESENT PLAN DESIGNATION/ZONING:** MDR/O (Medium Density Residential and Office) / OB (Office, Medical, and Related Services)

▶ **PROPOSED PLAN DESIGNATION/ZONING:** GC (General Commercial) / CA (General Business)

▶ **EXISTING LAND USE:** Vacant land

▶ **PROPOSED USE:** Commercial/retail

EXTENSION OF PLAN DESIGNATION/ZONING: Not an extension of GC plan designation. CA zoning is present to the southeast, but is on the opposite side of the highway from the subject property.

HISTORY OF ZONING REQUESTS: None noted. The South County Sector Plan was adopted with the current MDR/O proposal by Knox County Commission on March 25, 2013.

SURROUNDING LAND USE, PLAN DESIGNATION, ZONING  
North: Residences / LDR / RA (Low Density Residential)  
South: E. Governor John Sevier Hwy., vacant land and road interchange / LDR / CA (General Business)  
East: Developing residential subdivision / LDR / PR (Planned Residential) @ 1-5 du/ac  
West: Business / MDR-O and GC / A (Agricultural) and CA (General Business)

NEIGHBORHOOD CONTEXT: This area south of Chapman Hwy., around the interchange with E. Governor John Sevier Hwy. is developed with commercial uses under C-3, C-4 and CA zoning. On the north side of Chapman Hwy., commercial development has been limited to only properties having direct access to Chapman Hwy.

**STAFF RECOMMENDATION:**

- ▶ **ADOPT RESOLUTION # 9-A-16-SP, amending the South County Sector Plan to GC (General Commercial) and recommend that County Commission also adopt the sector plan amendment. (See attached resolution, Exhibit A.)**

The property is appropriate for commercial development, as long as developed under the recommended PC zoning, which will require the review and approval of a development plan by MPC prior to issuance of building permits. The site is located along E. Governor John Sevier Hwy., near the interchange with Chapman Hwy., where significant commercial development is occurring.

- ▶ **RECOMMEND that County Commission APPROVE PC (Planned Commercial) zoning, subject to 1 condition. (Applicant requested CA.)**

1. No clearing or grading of the site may be permitted until after the approval of a use on review development plan by MPC.

Commercial use of the subject property, if limited to PC zoning with the condition, is appropriate for this site. The site is located along a major arterial street and is just north of other commercially developed land. PC is recommended rather than CA so that MPC can review a development plan and address issues such as access and buffering to adjacent residential uses. The condition is included because the site is heavily wooded and staff would like the opportunity to recommend the preservation of some vegetation, as deemed appropriate for buffering and other aesthetic purposes. CA zoning would allow a wide range of uses with no public review of a plan.

**COMMENTS:**

SECTOR PLAN REQUIREMENTS FROM GENERAL PLAN (May meet any one of these):

CHANGES OF CONDITIONS WARRANTING AMENDMENT OF THE LAND USE PLAN:

INTRODUCTION OF SIGNIFICANT NEW ROADS OR UTILITIES THAT WERE NOT ANTICIPATED IN THE PLAN AND MAKE DEVELOPMENT MORE FEASIBLE:

No known road improvements have been made recently in the area. The last known road improvements in the area occurred in the mid 2000's with the overhaul of the Chapman Hwy./E. Gov John Sevier Hwy. interchange to accommodate the large, developing commercial area to the south. Commercial uses and zoning have been established to the south of the site and this proposal is an extension of those uses.

AN OBVIOUS OR SIGNIFICANT ERROR OR OMISSION IN THE PLAN:

The current sector plan now proposes medium density residential and office uses for the site, consistent with the current OB zoning. There is no error or omission in the plan, but consideration of commercial uses on this site are appropriate, considering surrounding development and zoning, and the property's frontage on a major arterial street near the interchange with Chapman Hwy.

CHANGES IN GOVERNMENT POLICY, SUCH AS A DECISION TO CONCENTRATE DEVELOPMENT IN CERTAIN AREAS:

With previous approvals of commercial zoning and development in the area to the south, a pattern has been established to concentrate commercial development in this area around the interchange.

TRENDS IN DEVELOPMENT, POPULATION OR TRAFFIC THAT WARRANT RECONSIDERATION OF THE ORIGINAL PLAN PROPOSAL:

A trend of commercial development has been established to the south of the site since road and interchange improvements were made, along with the installation of traffic signals. This proposal continues that trend.

REZONING REQUIREMENTS FROM ZONING ORDINANCES (must meet all of these):

THE PROPOSED AMENDMENT SHALL BE NECESSARY BECAUSE OF SUBSTANTIALLY CHANGED OR CHANGING CONDITIONS IN THE AREA AND DISTRICTS AFFECTED, OR IN THE CITY/COUNTY GENERALLY:

1. There is a large commercial development to the south of the site. Commercial zoning for the subject

property is an extension of that zoning and development to the north.

2. The site is accessed from E. Governor John Sevier Hwy., a major arterial street, with sufficient capacity to support commercial development.
3. With the recommended approval of the associated plan amendment (9-A-16-SP), this rezoning proposal is consistent with the South County Sector Plan.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH THE INTENT AND PURPOSE OF THE APPLICABLE ZONING ORDINANCE:

1. Based on the property's location just north of other commercially zoned properties, the proposed rezoning is clearly compatible with the surrounding development and zoning pattern.
2. The recommended PC zoning will allow the property to be developed with commercial uses, while giving the opportunity for MPC and public review of a specific site plan prior to development. The applicant will need to pursue use on review approval of a plan by MPC before proceeding with development.

THE PROPOSED AMENDMENT SHALL NOT ADVERSELY AFFECT ANY OTHER PART OF THE COUNTY, NOR SHALL ANY DIRECT OR INDIRECT ADVERSE EFFECTS RESULT FROM SUCH AMENDMENT:

1. Public water and sewer utilities are available in the area, but may have to be extended to serve the site.
2. Establishment of PC zoning at this location would have little to no adverse impact on surrounding properties. The requested CA zoning would potentially lead to more negative impact on adjacent residential areas, if not adequately buffered.
3. The site has access to E. Governor John Sevier Hwy., a major arterial street with sufficient capacity to handle additional traffic that would be generated by commercial use of this site. Under the recommended PC zoning, MPC and Knox County Engineering Staff would have the opportunity to review the access to the site with the objective of minimizing traffic conflicts and maximizing safety. If possible, it would be preferable to access the subject property through the adjacent commercial site to the southwest, leading to Chapman Hwy., where curbcuts are already established. If access must come directly from E. Gov. John Sevier Hwy., then it will likely need to be located directly across the highway from where the existing Chapman Hwy. access road is located on the south side. A traffic impact study may also be required to be submitted with the use on review plan, if deemed necessary by MPC and Engineering staff.
4. This proposed amendment of the zoning map will not adversely affect any other part of the County.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH AND NOT IN CONFLICT WITH THE GENERAL PLAN OF KNOXVILLE AND KNOX COUNTY, INCLUDING ANY OF ITS ELEMENTS, MAJOR ROAD PLAN, LAND USE PLAN, COMMUNITY FACILITIES PLAN, AND OTHERS:

1. With the recommended amendment to the South County Sector Plan to GC (General Commercial), either the recommended PC zoning or the proposed CA zoning could be considered.
2. The site is located within the Planned Growth Area on the Knoxville-Knox County-Farragut Growth Policy Plan map.
3. The recommended PC zoning does not present any apparent conflicts with any other adopted plans.

State law regarding amendments of the general plan (which include Sector Plan amendments) was changed with passage of Public Chapter 1150 by the Tennessee Legislature in 2008. The law provides for two methods to amend the plan at TCA 13-3-304:

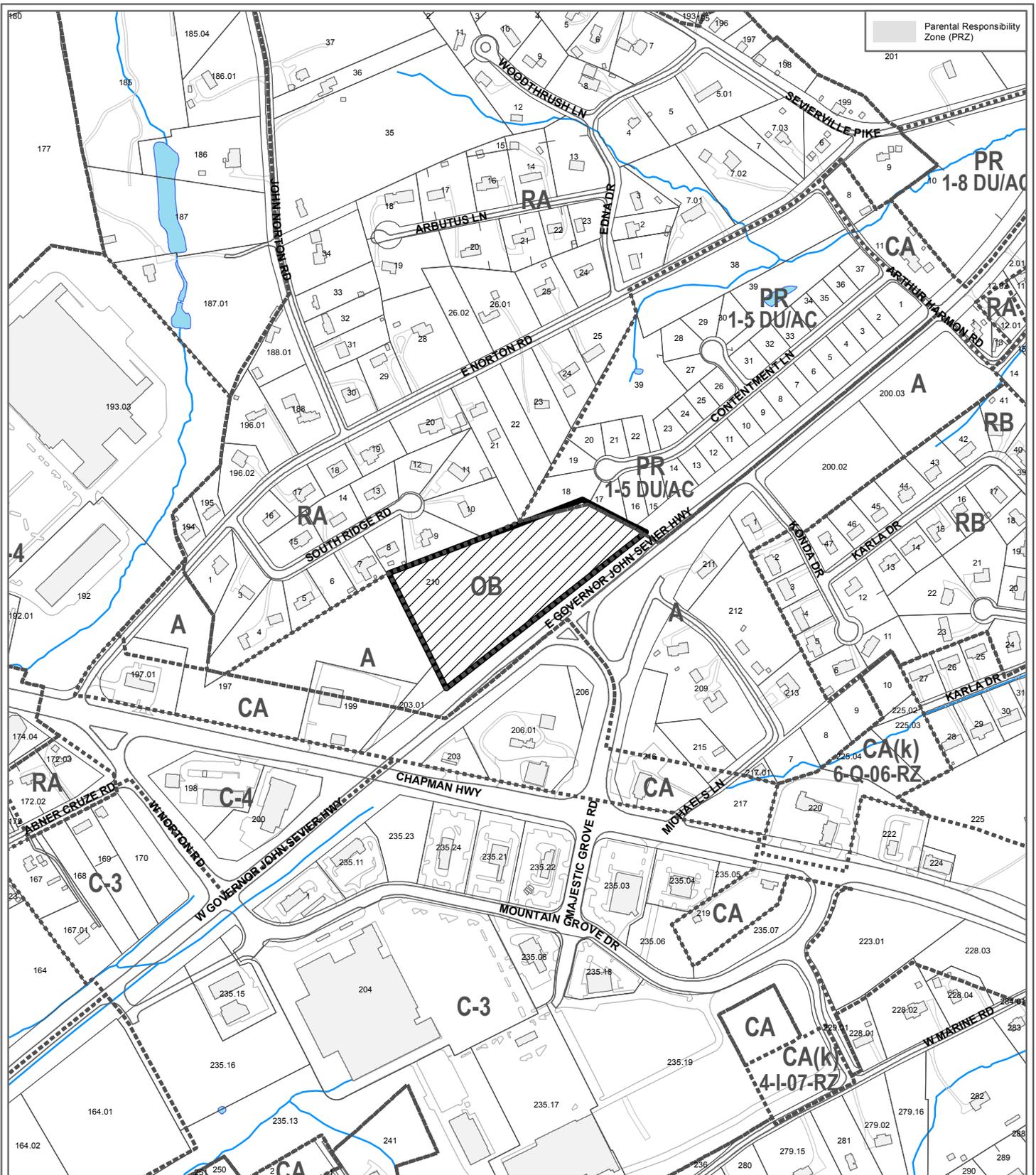
1. The Planning Commission may initiate an amendment by adopting a resolution and certifying the amendment to the Legislative Body. Once approved by majority vote of the Legislative Body, the amendment is operative.
2. The Legislative Body may also initiate an amendment and transmit the amendment to the Planning Commission. Once the Planning Commission has considered the proposed amendment and approved, not approved, or taken no action, the Legislative Body may approve the amendment by majority vote and the amendment is operative.

ESTIMATED TRAFFIC IMPACT: Not required.

ESTIMATED STUDENT YIELD: Not applicable.

If approved, this item will be forwarded to Knox County Commission for action on 10/24/2016. If denied, MPC's action is final, unless the action to deny is appealed to Knox County Commission. The date of the

appeal hearing will depend on when the appeal application is filed. Appellants have 30 days to appeal an MPC decision in the County.



**9-C-16-RZ  
REZONING**

From: OB (Office, Medical, and Related Services)  
To: CA (General Business)

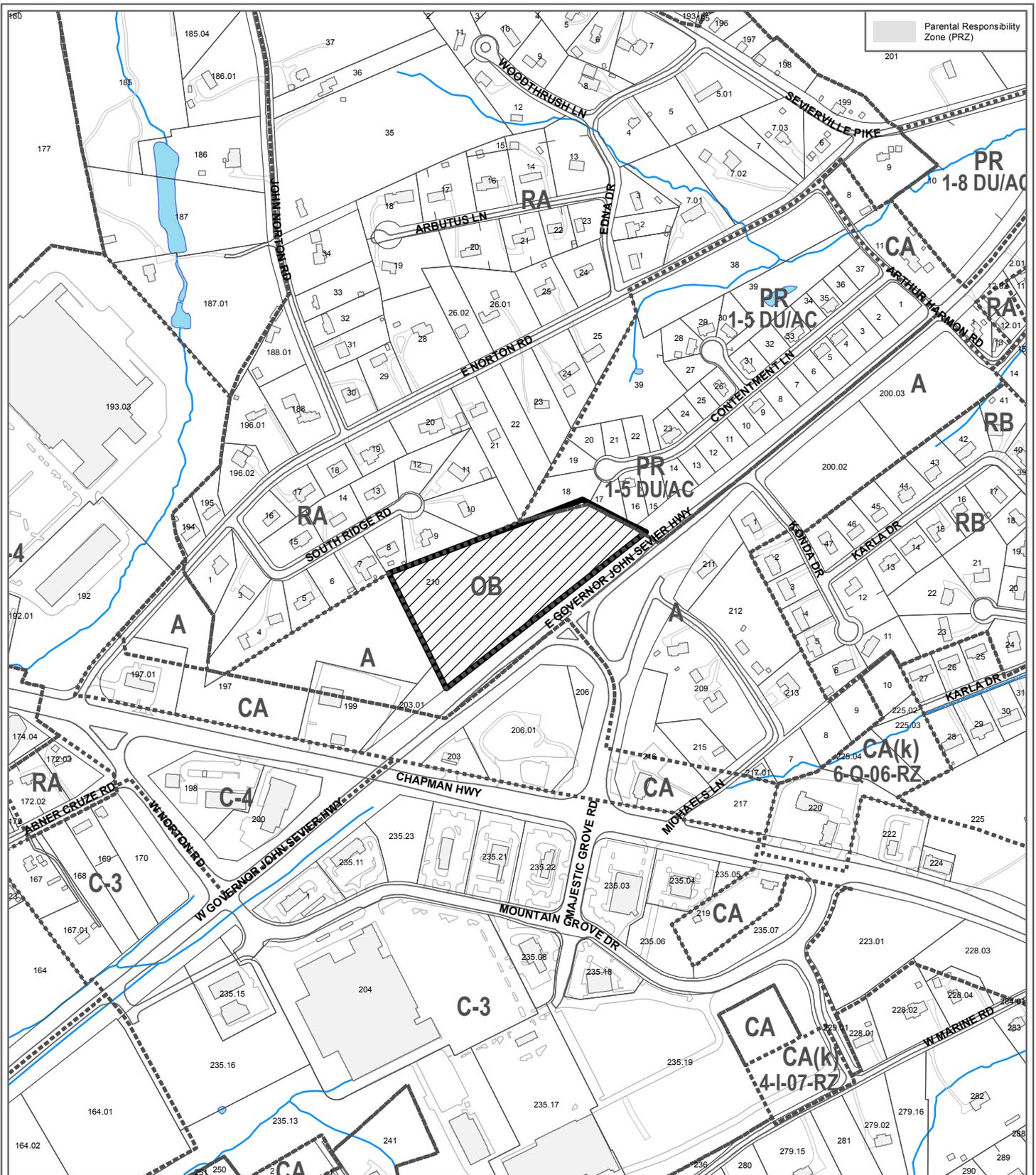


Petitioner: LeConte Equities Group, LLC

Map No: 137  
Jurisdiction: County



Original Print Date: 8/12/2016 Revised:  
Metropolitan Planning Commission \* City / County Building \* Knoxville, TN 37902



**9-C-16-RZ  
MPC RECOMMENDATION REZONING**

From: OB (Office, Medical, and Related Services)  
To: PC(k) (Planned Commercial)



Petitioner: LeConte Equities Group, LLC

Map No: 137  
Jurisdiction: County



Original Print Date: 9/21/2016      Revised:  
Metropolitan Planning Commission \* City / County Building \* Knoxville, TN 37902

# Draft Minutes

## September 8, 2016

1:30 P.M. ♦ Small Assembly Room ♦ City County Building

The Metropolitan Planning Commission met in regular session on SEPTEMBER 8, 2016 at 1:30 p.m. in the Main Assembly Room, City/County Building, and Knoxville, Tennessee. Members:

### 1. ROLL CALL, INVOCATION AND PLEDGE OF ALLEGIANCE

Ms. Rebecca Longmire, Chair	Mr. Len Johnson
**Mr. Herb Anders	Mr. Charles F. Lomax, Jr
Ms. Gayle Bustin	Mr. Patrick Phillips
Ms. Laura Cole	Mr. Jeff Roth
Mr. Art Clancy	Mr. Scott Smith
Mr. Mike Crowder	Mr. Charles Thomas
Ms. Elizabeth Eason	Ms. Janice Tocher
Mr. Mac Goodwin	

\* Arrived late to the meeting. \*\* Left early in the meeting

A – Absent from the meeting

### Agenda Item No.

### MPC File No.

#### 37. LECONTE EQUITIES GROUP, LLC

Northwest side E. Governor John Sevier Hwy., north of Chapman Hwy.,  
 Commission District 9.

##### **a. South County Sector Plan Amendment**

**9-A-16-SP**

From MDR/O (Medium Density Residential and Office) to GC (General  
 Commercial).

STAFF RECOMMENDATION: ADOPT RESOLUTION # 9-A-16-SP,  
 amending the South County Sector Plan to GC (General Commercial)  
 and recommend that County Commission also adopt the sector plan  
 amendment.

**MOTION (CLANCY) AND SECOND (PHILLIPS) WERE MADE TO  
 APPROVE STAFF RECOMMENDATION. MOTION CARRIED 15-0.  
 APPROVED.**

##### **b. Rezoning**

**9-C-16-RZ**

From OB (Office, Medical, and Related Services) to CA (General Business).

STAFF RECOMMENDATION: RECOMMEND that County Commission  
 APPROVE PC (Planned Commercial) zoning, subject to 1 condition.

**MOTION (CLANCY) AND SECOND (JOHNSON) WERE MADE TO  
 APPROVE STAFF RECOMMENDATION. MOTION CARRIED 15-0.  
 APPROVED.**

South Co SP

KNOXVILLE KNOX COUNTY

M P C  
METROPOLITAN  
PLANNING  
COMMISSION

T E N N E S S E E

Suite 403 • City County Building  
400 Main Street  
Knoxville, Tennessee 37902  
865 • 215 • 2500  
FAX • 215 • 2068  
www.knoxmpc.org

**REZONING**       **PLAN AMENDMENT**

Name of Applicant: LeConte Equities Group, LLC

Date Filed: 7/19/16 Meeting Date: Sept. 8, 2016

Application Accepted by: Bmsseum

Fee Amount: \$1665 File Number: Rezoning 9-C-16-R2

Fee Amount: \$800 File Number: Plan Amendment 9-A-16-SP

**PROPERTY INFORMATION**

Address: E Governor John Sevier Hwy

General Location: South Knoxville, close to intersection of Chapman Hwy & East Governor John Sevier Hwy.

Parcel ID Number(s): 137 210 NN side Gov JSA Hwy

Tract Size: 6.65 acres

Existing Land Use: Unused Land

Planning Sector: South County

Growth Policy Plan: Urban Growth

Census Tract: 55.01

Traffic Zone: \_\_\_\_\_

Jurisdiction:  City Council \_\_\_\_\_ District  
 County Commission 9 District

**Requested Change  
REZONING**

FROM: OB

TO: CA

**PLAN AMENDMENT**

One Year Plan  South Co Sector Plan

FROM: MDR/O

TO: GC

**PROPOSED USE OF PROPERTY**

Commercial retail

Density Proposed 1 unit per 1.5 acre Units/Acre

Previous Rezoning Requests: \_\_\_\_\_

**PROPERTY OWNER**  **OPTION HOLDER**

PLEASE PRINT  
Name: Matthew D. Turner

Company: LeConte Equities Group

Address: 500 Henley St., Suite 200

City: Knoxville State: TN Zip: 37902

Telephone: 865-310-8745

Fax: 865-522-1415

E-mail: mturner@leconteequities.com

**APPLICATION CORRESPONDENCE**

All correspondence relating to this application should be sent to:

PLEASE PRINT  
Name: Matthew D. Turner

Company: LeConte Equities Group, LLC

Address: 500 Henley St., Suite 200

City: Knoxville State: TN Zip: 37902

Telephone: 865-310-8745

Fax: 865-522-1415

E-mail: mturner@leconteequities.com

**APPLICATION AUTHORIZATION**

I hereby certify that I am the authorized applicant, representing ALL property owners involved in this request or holders of option on same, whose signatures are included on the back of this form.

Signature: Matthew D. Turner

PLEASE PRINT  
Name: Matthew D. Turner

Company: LeConte Equities Group, LLC

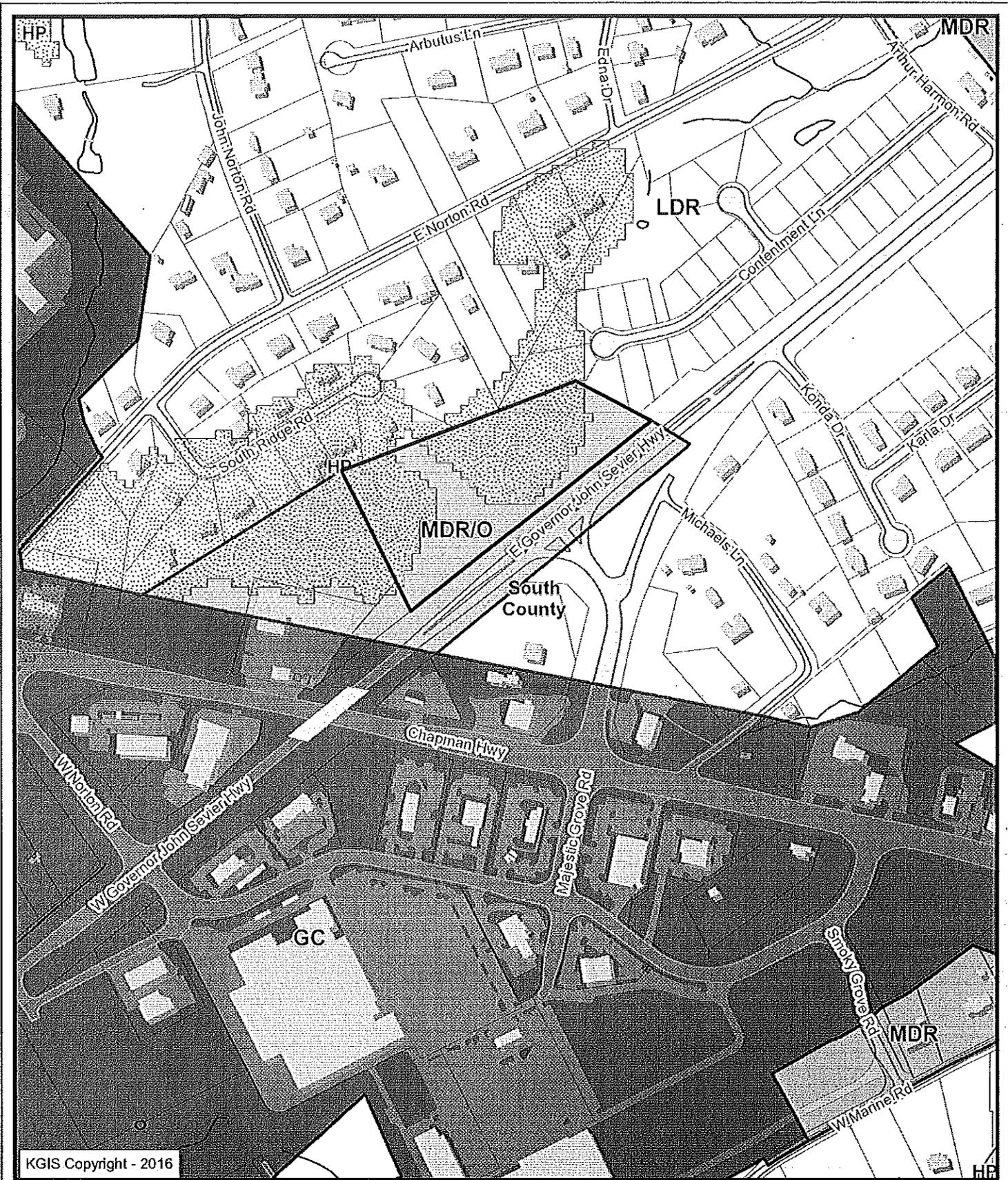
Address: 500 Henley St., Suite 200

City: Knoxville State: TN Zip: 37902

Telephone: 865-310-8745

E-mail: mturner@leconteequities.com

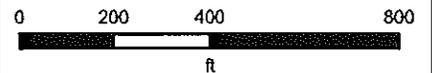




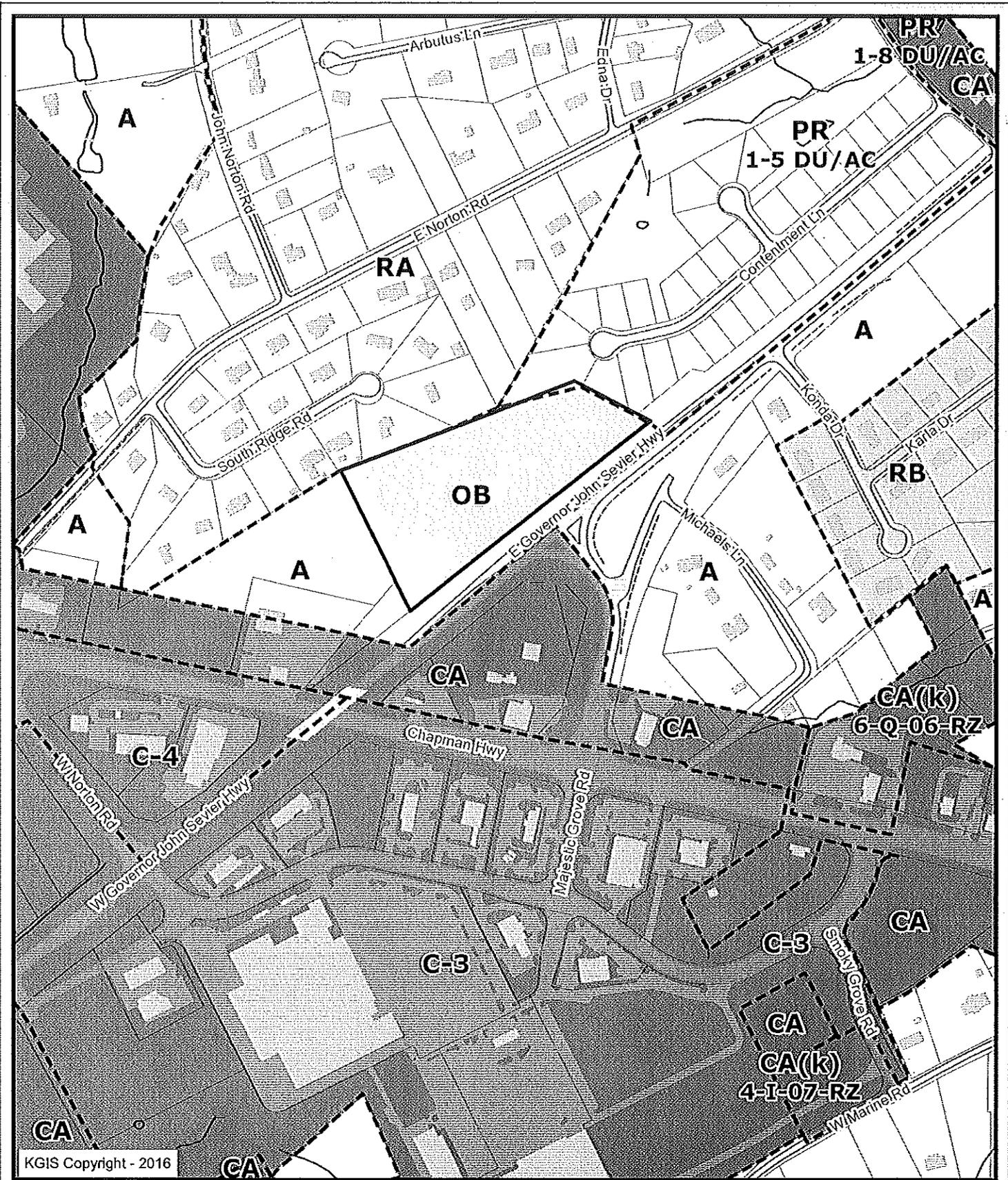
## Letter Portrait

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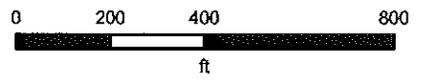


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### Letter Portrait

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Phone: (865) 342-6515

Email: Louise.Watkins@knoxnews.com

> Account Information

Date: 09/14/16  
Account Number: 237952 (KC03787)  
Company Name: MET. PLAN. COMM.  
Contact Name:  
Email: susan.taylor@knoxmpc.org  
Address: 400 MAIN AVENUE SU 403, KNOXVILLE, TN, 37902  
Phone: (865) 215-2506 Fax: 2152068

> Insertion Information

This is a proof of your ad scheduled to run on the dates indicated below.  
Please confirm placement prior to deadline by contacting your account rep at (865) 342-6515 .  
Ad Id: 1270290 P.O. Number: Total Cost: \$162.00  
Tag Line: PUBLIC NOTICE The following items wi  
Start Date: 09/16/16 Stop Date: 09/16/16  
Number of Times: 1 Class: 16250 - Public Notices  
Publications: KN-Knoxville News Sentinel, KN-Internet - knoxnews.com

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I agree this ad is accurate and as ordered.

**PUBLIC NOTICE**

The following items will be considered by the Board of County Commissioners on Monday, October 24, 2016, at 7:00 p.m. in the Main Assembly Room, City County Bldg, 400 Main St., Knoxville, TN. Data pertinent to these items may be seen in MPC's office, Fourth Fl. of the City County Bldg., Main St., Knoxville, TN. Knox County does not discriminate on the basis of disability in its provision of services, programs, activities or benefits. If you need assistance or accommodation for a disability, please contact the ADA office at 215-2952 & we will be glad to work with you in obliging any reasonable request.

**Plans/Rezoning**

**MPC - 2016 Southwest County Sector Plan Update.** Commission Districts 3, 4 & 5. Council District 2. MPC Action: Approved.

**WBI RENTALS, LLC** - West side Bob Kirby Rd., north of Dutchtown Rd., Commission District 3. Rezoning from A (Agricultural) to RA (Low Density Residential). MPC Recommendation: Approve.

**LECONTE EQUITIES GROUP, LLC** - Northwest side E. Governor John Sevier Hwy., north of Chapman Hwy., Commission District 9. South County Sector Plan Amendment from MDR/O (Medium Density Residential and Office) to GC (General Commercial) and Rezoning from OB (Office, Medical, and Related Services) to CA (General Business). MPC Action: Approved GC General Commercial sector plan and PC (Planned Commercial) zoning, subject to 1 condition.

**HOPE DAVIS** - East side Ebenezer Rd., north of S. Northshore Dr., Commission District 4. Southwest County Sector Plan Amendment from LDR (Low Density Residential), SLPA (Slope Protection Area) and STPA (Stream Protection Area) to C (Commercial), SLPA (Slope Protection Area) and STPA (Stream Protection Area) and Rezoning from A (Agricultural) and F (Floodway) to CA (General Business) and F (Floodway). MPC Action: Approved O (Office), SLPA and

STPA sector plan designation and OB (Office, Medical, and Related Services) and F (Floodway) zoning.  
**TURNER HOMES, LLC** - East side Andes Rd., southwest side Chert Pit Rd., Commission District 3. Rezoning from A (Agricultural) to RA (Low Density Residential). MPC Recommendation: Approve.

**Postponed Earlier**

**HARDIN VALLEY LAND PARTNERS, LLC** - Southeast side Hardin Valley Rd., southwest of Valley Vista Rd., Commission District 6. Rezoning from PC (Planned Commercial) / TO (Technology Overlay) to OB (Office, Medical, and Related Services) / TO (Technology Overlay). MPC Recommendation: Approve.

Thank you for your business. Our commitment to a quality product includes the advertising in our publications. As such, Gannett reserves the right to categorize, edit and refuse certain classified ads. Your satisfaction is important. If you notice errors in your ad, please notify the classified department immediately so that we can make corrections before the second print date. The number to call is 865-637-4111. Allowance may not be made for errors reported past the second print date. The Knoxville News Sentinel may not issue refunds for classified advertising purchased in a package rate; ads purchased on the open rate may be pro-rated for the remaining full days for which the ad did not run.

**AGENDA COMMITTEE MEETING**

**50.**

**Meeting Date:** 10/05/2016  
**Requested By:** Bettyjo Mahan,  
METROPOLITAN  
PLANNING COMMISSION  
**Department:** METROPOLITAN PLANNING COMMISSION  
**Requires Expenditure of Funds:** NO **Funded in Current Budget:** NO  
**Appropriation Required:** NO

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Information

CAPTION

Request of Hope Davis for a Southwest County Sector Plan Amendment from LDR (Low Density Residential), SLPA (Slope Protection Area) and STPA (Stream Protection Area) to C Commercial), SLPA (Slope Protection Area) and STPA (Stream Protection Area). Property located east side of Ebenezer Road, north of S. Northshore Drive. COMMISSION DISTRICT 4. MPC Action: Adopt Resolution # 9-B-16-SP, amending the Southwest County Sector Plan to O (Office), SLPA (Slope Protection Area) and STPA (Stream Protection Area) and recommend the Knox County Commission also adopt the sector plan amendment.

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Attachments

Hope Davis 9-B-16-SP

**METROPOLITAN PLANNING COMMISSION  
REPORT OF RECOMMENDATION**

9/19/2016 11:19 AM

FILE NUMBER: 9-B-16-SP

*APPLICANT:* HOPE DAVIS

*APPLICANT'S REQUEST:* Southwest County Sector Plan Amendment

*FROM:* LDR (Low Density Residential), SLPA (Slope Protection Area) and STPA (Stream Protection Area)

*TO:* C (Commercial), SLPA (Slope Protection Area) and STPA (Stream Protection Area)

*MPC ACTION:* **Adopt Resolution # 9-B-16-SP, amending the Southwest County Sector Plan to O (Office), SLPA (Slope Protection Area) and STPA (Stream Protection Area) and recommend the Knox County Commission also adopt the sector plan amendment.**

*MPC VOTE COUNT:* 12-2-1

*LOCATION:* East side Ebenezer Rd., north of S. Northshore Dr.

*DISTRICT:* Commission District 4

*MPC HEARING ON:* 9/8/2016

*PUBLISHED IN:* News-Sentinel

*DATE PUBLISHED:* 8/5/2016

*LEGISLATIVE HEARING ON:* 10/24/2016

*PUBLISHED IN:* News-Sentinel

*DATE PUBLISHED:* 9/16/2016

*APPLICANT'S ADDRESS:* Hope Davis  
P.O. Box 11315  
Knoxville, TN 37939

*LEGISLATIVE BODY:* Knox County Commission

**KNOXVILLE/KNOX COUNTY METROPOLITAN PLANNING COMMISSION  
 PLAN AMENDMENT/REZONING REPORT**

▶ **FILE #:** 9-D-16-RZ  
 9-B-16-SP

**AGENDA ITEM #:** 38  
**AGENDA DATE:** 9/8/2016

▶ **APPLICANT:** HOPE DAVIS  
 OWNER(S): Hope Davis

TAX ID NUMBER: 155 H A 004 [View map on KGIS](#)

JURISDICTION: Commission District 4

STREET ADDRESS: 1904 Ebenezer Rd

▶ **LOCATION:** East side Ebenezer Rd., north of S. Northshore Dr.

▶ **TRACT INFORMATION:** 1 acres.

SECTOR PLAN: Southwest County

GROWTH POLICY PLAN: Planned Growth Area

ACCESSIBILITY: Access is via Ebenezer Rd., a minor arterial street with 4 lanes and 48' of pavement width within 100' of right-of-way.

UTILITIES: Water Source: First Knox Utility District

Sewer Source: First Knox Utility District

WATERSHED: Tennessee River

▶ **PRESENT PLAN DESIGNATION/ZONING:** LDR (Low Density Residential), SLPA (Slope Protection Area) and STPA (Stream Protection Area) / A (Agricultural) and F (Floodway)

▶ **PROPOSED PLAN DESIGNATION/ZONING:** C (Commercial), SLPA (Slope Protection Area) and STPA (Stream Protection Area) / CA (General Business) and F (Floodway)

▶ **EXISTING LAND USE:** Vacant land

▶ **PROPOSED USE:** Any use permitted by CA zoning

EXTENSION OF PLAN DESIGNATION/ZONING: Yes, extension of C plan designation from the southwest across Ebenezer Rd. and an extension of CA zoning from the southeast.

HISTORY OF ZONING REQUESTS: In 2001, staff and MPC recommended approval of CA zoning for this property, but the request was denied by Knox County Commission (6-G-01-RZ).

SURROUNDING LAND USE, PLAN DESIGNATION, ZONING North: House / LDR & SLPA / A (Agricultural) and F (Floodway)

South: Vacant parcel / LDR & SLPA / CA (General Business) and F (Floodway)

East: Cove and residential subdivision / STPA & LDR / F (Floodway) and PR (Planned Residential)

West: Ebenezer Rd., Church / C / A (Agricultural)

NEIGHBORHOOD CONTEXT: This site is located just north of the intersection of Ebenezer Rd. and S. Northshore Dr. Commercial and office uses are developed on the two intersection corners on the north side of S. Northshore Dr., zoned CA. Residential uses and a church are developed to the north of these properties, primarily zoned RA.

**STAFF RECOMMENDATION:**

- ▶ **ADOPT RESOLUTION # 9-B-16-SP, amending the Southwest County Sector Plan to O (Office), SLPA and STPA and recommend that County Commission also adopt the sector plan amendment. (See attached resolution, Exhibit A.) (Applicant requested GC, SLPA, STPA.)**

Staff recognizes that the property may not be desirable for residential uses, but allowing commercial uses would place non-compatible commercial use directly adjacent to an established residential use to the north. Office uses would be more compatible with adjacent residential and are not as likely to generate as much traffic or have late business hours. Offices would be an appropriate transitional use between the adjacent low density residential uses to the north and the office use and CA zoning to the south. An office plan designation would allow consideration of OB zoning, which would allow professional and medical offices, or any number of other similar uses, giving the applicant reasonable use of the property.

- ▶ **RECOMMEND that County Commission APPROVE OB (Office, Medical & Related Services) and F (Floodway) zoning. (Applicant requested CA & F.)**

Staff recommends OB zoning, rather than the requested CA, consistent with the associated sector plan recommendation. The same reasoning for the plan recommendation listed above applies to the rezoning request. OB zoning will allow reasonable use of the property for a professional/medical office, bank, beauty salon, residence(s) or other allowable use within the OB zoning district.

**COMMENTS:**

The portions of the site designated as SLPA and STPA will not change. Only the portion of the site currently designated LDR will change as a result of this request.

SECTOR PLAN REQUIREMENTS FROM GENERAL PLAN (May meet any one of these):

CHANGES OF CONDITIONS WARRANTING AMENDMENT OF THE LAND USE PLAN:

INTRODUCTION OF SIGNIFICANT NEW ROADS OR UTILITIES THAT WERE NOT ANTICIPATED IN THE PLAN AND MAKE DEVELOPMENT MORE FEASIBLE:

No known improvements have been recently made to Ebenezer Rd. or area utilities, but they are adequate to serve the proposed commercial or the recommended office uses. Public water and sewer utilities are available to serve the site.

AN OBVIOUS OR SIGNIFICANT ERROR OR OMISSION IN THE PLAN:

The current sector plan proposes low density residential uses and floodway for the site. The recommended office plan designation will allow the applicant reasonable use of the site, while minimizing the potential negative impact on adjacent residential use and zoning. Staff recognizes that the site may not be desirable or even appropriate for low density residential uses, but commercial uses are also not appropriate. OB is a suitable compromise for future development of the site.

CHANGES IN GOVERNMENT POLICY, SUCH AS A DECISION TO CONCENTRATE DEVELOPMENT IN CERTAIN AREAS:

No changes in government policy apply in this case. Office uses are appropriate as a transition between residential uses to the north and commercial/office uses to the south. In 2001, Knox County Commission denied a request to rezone this property to CA (6-G-01-RZ).

TRENDS IN DEVELOPMENT, POPULATION OR TRAFFIC THAT WARRANT RECONSIDERATION OF THE ORIGINAL PLAN PROPOSAL:

No new information or trends exist to reveal the need for a plan amendment. With the recommended sector plan amendment to office, an area of transition would be established between adjacent commercial and residential uses.

REZONING REQUIREMENTS FROM ZONING ORDINANCES (must meet all of these):

THE PROPOSED AMENDMENT SHALL BE NECESSARY BECAUSE OF SUBSTANTIALLY CHANGED OR CHANGING CONDITIONS IN THE AREA AND DISTRICTS AFFECTED, OR IN THE CITY/COUNTY GENERALLY:

1. OB zoning provides reasonable use of the property, without introducing intrusive commercial uses directly adjacent to an established residential use.

2. OB uses are compatible with the surrounding land use and zoning pattern and will establish a transition area between adjacent commercial zoning to the south and residential uses to the north.
3. With the recommended Southwest County Sector Plan amendment to Office on the associated application (9-B-16-SP), OB zoning would be consistent with applicable adopted plans for the area.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH THE INTENT AND PURPOSE OF THE APPLICABLE ZONING ORDINANCE:

1. The recommended OB zoning district is intended to provide areas for professional and business offices and related activities that require separate buildings and building groups surrounded by landscaped yards and open areas. The OB zoning district also allows residential development as permitted by the RB zoning district.
2. Based on the above description and intent of OB zoning, this property is appropriate to be rezoned to OB, as requested.
3. The requested CA zoning is for general retail businesses and services but not for manufacturing or for processing materials.

THE PROPOSED AMENDMENT SHALL NOT ADVERSELY AFFECT ANY OTHER PART OF THE COUNTY, NOR SHALL ANY DIRECT OR INDIRECT ADVERSE EFFECTS RESULT FROM SUCH AMENDMENT:

1. The recommended OB zoning is compatible with the surrounding land uses and zoning pattern.
2. OB zoning will not create any direct or indirect adverse effects in the surrounding area or any other part of the County.
3. The existing streets are adequate to handle additional traffic generated by allowing office or commercial uses on this site.
4. The requested CA zoning would allow intrusive, non-compatible commercial uses directly adjacent to a developed residential lot to the north.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH AND NOT IN CONFLICT WITH THE GENERAL PLAN OF KNOXVILLE AND KNOX COUNTY, INCLUDING ANY OF ITS ELEMENTS, MAJOR ROAD PLAN, LAND USE PLAN, COMMUNITY FACILITIES PLAN, AND OTHERS:

1. With the recommended amendment of the Southwest County Sector Plan to Office, OB zoning would be consistent with the plan. The plan would need to be amended to GC to allow consideration of the requested CA zoning.
2. The site is located within the Planned Growth Area on the Knoxville-Knox County-Farragut Growth Policy Plan map.
3. The recommended OB zoning does not present any apparent conflicts with any other adopted plans.

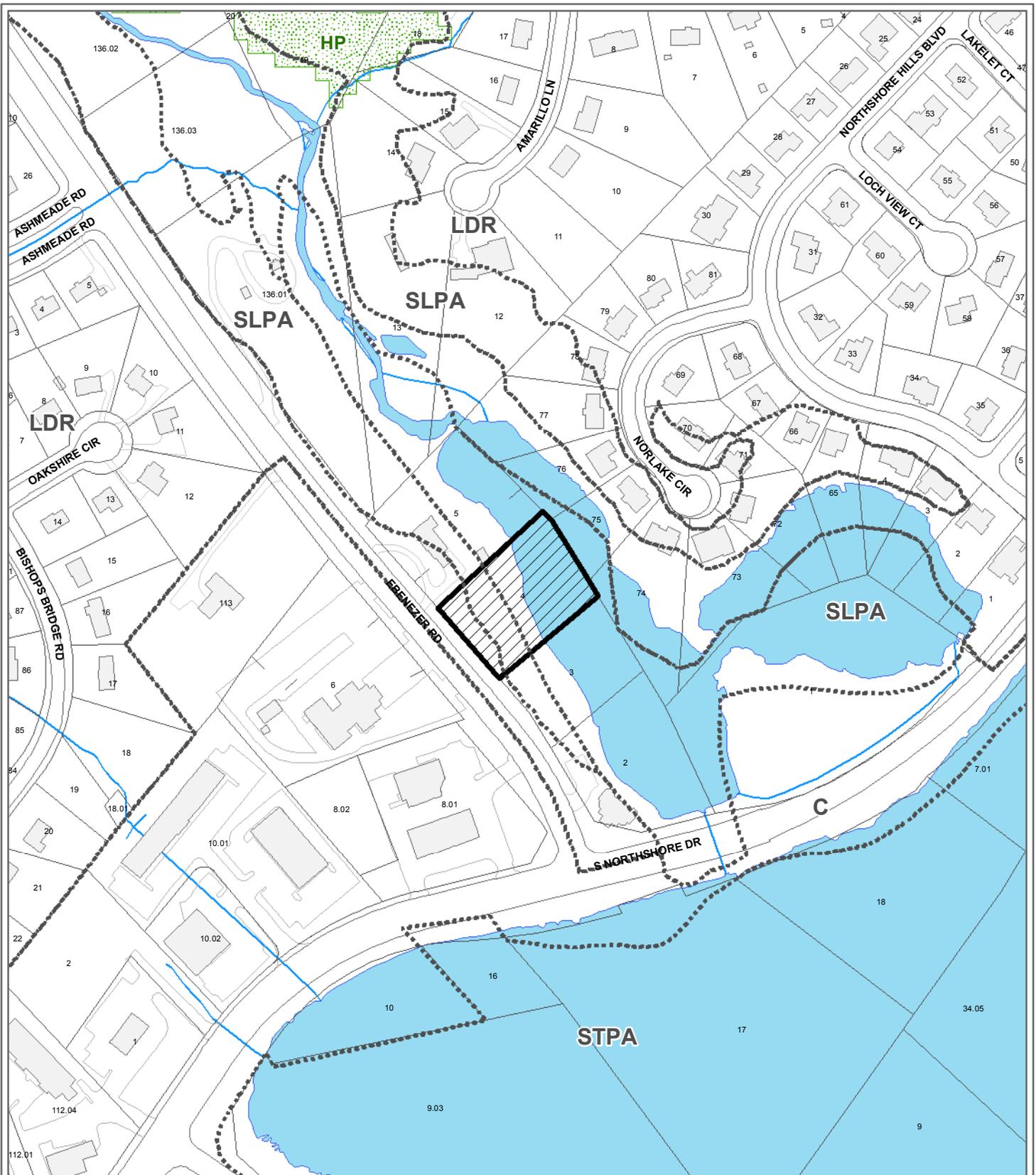
State law regarding amendments of the general plan (which include Sector Plan amendments) was changed with passage of Public Chapter 1150 by the Tennessee Legislature in 2008. The law now provides for two methods to amend the plan at TCA 13-3-304:

1. The Planning Commission may initiate an amendment by adopting a resolution and certifying the amendment to the Legislative Body. Once approved by majority vote of the Legislative Body, the amendment is operative.
2. The Legislative Body may also initiate an amendment and transmit the amendment to the Planning Commission. Once the Planning Commission has considered the proposed amendment and approved, not approved, or taken no action, the Legislative Body may approve the amendment by majority vote and the amendment is operative.

ESTIMATED TRAFFIC IMPACT: Not required.

ESTIMATED STUDENT YIELD: Not applicable.

If approved, this item will be forwarded to Knox County Commission for action on 10/24/2016. If denied, MPC's action is final, unless the action to deny is appealed to Knox County Commission. The date of the appeal hearing will depend on when the appeal application is filed. Appellants have 30 days to appeal an MPC decision in the County.



**9-B-16-SP / 9-D-16-RZ**  
**SOUTHWEST COUNTY SECTOR PLAN AMENDMENT**

From: LDR (Low Density Residential) and SLPA (Slope Protection Area)  
 To: C (Commercial) and SLPA (Slope Protection Area)



Petitioner: Davis, Hope

Map No: 155

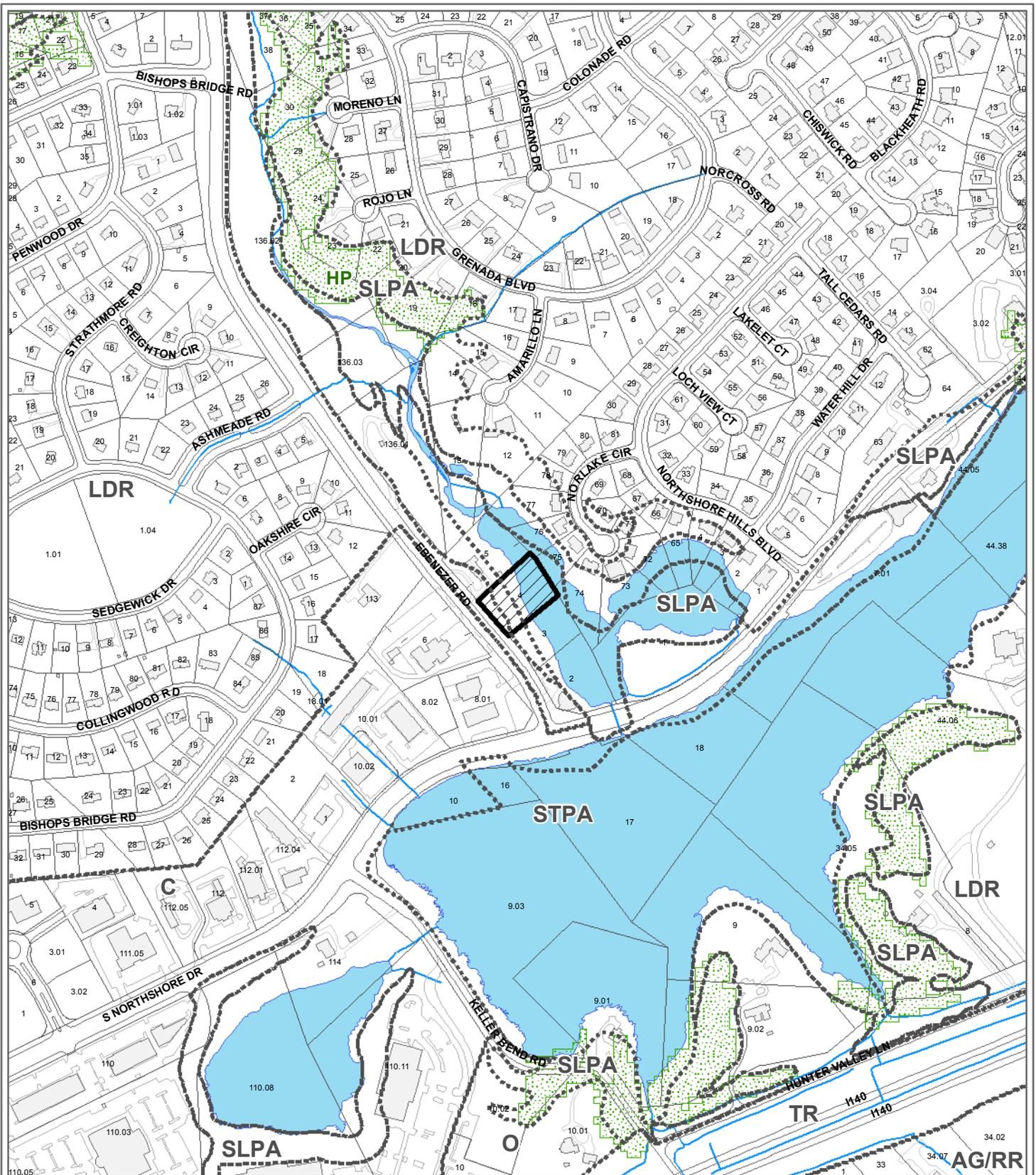
Jurisdiction: County



Original Print Date: 8/12/2016

Revised:

Metropolitan Planning Commission \* City / County Building \* Knoxville, TN 37902



**9-B-16-SP / 9-D-16-RZ**

**MPC RECOMMENDATION S/W CO. SECTOR PLAN AMENDMENT**

From: LDR (Low Density Residential), SLPA (Slope Protection Area) and STPA (Stream Protection Area)

To: O (Office), SLPA (Slope Protection Area) and STPA (Stream Protection Area)



Petitioner: Davis, Hope

Map No: 155

Jurisdiction: County

Original Print Date: 9/21/2016

Revised:

Metropolitan Planning Commission \* City / County Building \* Knoxville, TN 37902



**KNOXVILLE-KNOX COUNTY  
METROPOLITAN PLANNING COMMISSION  
A RESOLUTION AMENDING THE SOUTHWEST COUNTY SECTOR PLAN**

***WHEREAS**, the Knoxville-Knox County Metropolitan Planning Commission, a regional planning commission established pursuant to state statute, has the duty to make, adopt and amend plans for the physical development of Knoxville and Knox County; and*

***WHEREAS**, the Metropolitan Planning Commission pursuant to state statute has prepared and adopted the Knoxville-Knox County General Plan 2033, as the official comprehensive plan for Knoxville and Knox County; and*

***WHEREAS**, the Council of the City of Knoxville and the Commission of Knox County have adopted the Knoxville Knox County General Plan 2033, as the official comprehensive plan for Knoxville and Knox County; and*

***WHEREAS**, the Metropolitan Planning Commission has prepared the Knox County Future Land Use Map, a portion of which is contained within the Southwest County Sector Plan, consistent with the requirements of the General Plan; and*

***WHEREAS**, the Knoxville-Knox County General Plan 2033, provides criteria for periodic updates and amendments of the land use maps contained within sector plans initiated by the Planning Commission or in response to applications from property owners; and*

***WHEREAS**, Hope Davis has submitted an application to amend the Sector Plan from Low Density Residential, Slope Protection Area and Stream Protection Area to General Commercial, Slope Protection Area and Stream Protection Area for property described in the application; and*

***WHEREAS**, the Metropolitan Planning Commission staff recommends approval of a revised amendment to the Southwest County Sector Plan, consistent with General Plan requirements that such amendment represents either a logical extension of a development pattern, or is warranted because of changing conditions in the sector as enumerated in the Plan; and*

***WHEREAS**, the Metropolitan Planning Commission, at its regularly scheduled public hearing on September 8, 2016, after consideration of the staff recommendation and testimony from those persons in support and opposed to the sector plan amendment, approved the amendment for the subject property, as requested, and/or amended.*

**NOW, THEREFORE, BE IT RESOLVED BY THE KNOXVILLE-KNOX COUNTY METROPOLITAN PLANNING COMMISSION:**

*SECTION 1: The Planning Commission hereby adopts the revised amendment to the Southwest County Sector Plan, with its accompanying, staff report and map, file #9-B-16-SP.*

*SECTION 2: This Resolution shall take effect upon its approval.*

*SECTION 3: The Planning Commission further recommends that The Knox County Commission likewise consider this revised amendment to the General Plan 2033.*

September 8, 2016

Date



Chairman



Secretary



Betty Jo Mahan &lt;bettyjo.mahan@knoxmpc.org&gt;

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**[MPC Comment] Item #38, Sept. 8th Agenda, File # 9-D-16-RZ, 9-B-16-SP**

1 message

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**A E DAVIDSON** <aedavidson@bellsouth.net>

Tue, Sep 6, 2016 at 3:58 PM

Reply-To: aedavidson@bellsouth.net

To: "commission@knoxmpc.org" &lt;commission@knoxmpc.org&gt;, "josephelessard@yahoo.com" &lt;josephelessard@yahoo.com&gt;, Anne Davidson &lt;aedavidson@bellsouth.net&gt;

From:

Northshore Hills Homeowners Association

Mr. Joseph Lessard,

President

Reference Item #38 of MPC Sept. 8th Agenda, File # 9-D-16-RZ and 9-B-16-SP

The rezoning of the lot at 1904 Ebenezer Road to "Commercial" would create hardship for the occupants of homes on Norlake Circle in Northshore Hills subdivision, especially those homes sharing lot boundaries. The hardships include light pollution, noise pollution, loss of wildlife habitat and potential devaluation of their properties on or near the lake.

The current zoning LDR-SLDR-A and F include the restrictions already in place. Rezoning does not take into consideration SLPA, the A (Agriculture) and F (Floodway).

Also the intersection of Ebenezer Rd. and Northshore Drive has been designated a "Serious Congestion Intersection" according to the draft of MPC South West County Sector Plan, and any additional multi-use driveway on or near that intersection creates a danger. (See entrance to Farmington Subdivision)

As a result of these concerns we request that the zoning remain LDR, or if that is denied, then rezoned OB.

Thank you.

Mr. Joseph Lessard

[josephelessard@yahoo.com](mailto:josephelessard@yahoo.com)

Anne E. Davidson

9329 Norlake Circle

[aedavidson@bellsouth.net](mailto:aedavidson@bellsouth.net)*Anne E. Davidson*

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This message was directed to [commission@knoxmpc.org](mailto:commission@knoxmpc.org)

# Draft Minutes

## September 8, 2016

1:30 P.M. ♦ Small Assembly Room ♦ City County Building

The Metropolitan Planning Commission met in regular session on SEPTEMBER 8, 2016 at 1:30 p.m. in the Main Assembly Room, City/County Building, and Knoxville, Tennessee. Members:

### 1. ROLL CALL, INVOCATION AND PLEDGE OF ALLEGIANCE

Ms. Rebecca Longmire, Chair	Mr. Len Johnson
**Mr. Herb Anders	Mr. Charles F. Lomax, Jr
Ms. Gayle Bustin	Mr. Patrick Phillips
Ms. Laura Cole	Mr. Jeff Roth
Mr. Art Clancy	Mr. Scott Smith
Mr. Mike Crowder	Mr. Charles Thomas
Ms. Elizabeth Eason	Ms. Janice Tocher
Mr. Mac Goodwin	

\* Arrived late to the meeting. \*\* Left early in the meeting

A – Absent from the meeting

### Agenda Item No.

### MPC File No.

SCOTT SMITH RECUSED FROM DISCUSSION AND VOTING ON THE FOLLOWING ITEM.

### 38. HOPE DAVIS

East side Ebenezer Rd., north of S. Northshore Dr., Commission District 4.

#### a. **Southwest County Sector Plan Amendment**

**9-B-16-SP**

From LDR (Low Density Residential), SLPA (Slope Protection Area) and STPA (Stream Protection Area) to C (Commercial), SLPA (Slope Protection Area) and STPA (Stream Protection Area).

STAFF RECOMMENDATION: ADOPT RESOLUTION # 9-B-16-SP, amending the Southwest County Sector Plan to O (Office), SLPA and STPA and recommend that County Commission also adopt the sector plan amendment.

Linda Jones, 1900 Ebenezer Road  
 Disturbance to me and too much traffic on Ebenezer.

Margo Kline, 8845 Ebenezer Oaks Lane, Council of the West Knox County Homeowners and live a mile away.

Has been interest in commercializing Ebenezer for a while.

Homes and residential surround this because of the efforts of the Council. Out of character with area.

With the slopes and school and traffic would be dangerous place to put more traffic. Ask denial.

Scott Davis, PO Box 11315, Hope is my wife.  
 Did not know until today that Ms. Jones objected.  
 Own property on corner already CA and where my office is. This is continuation of my property. CA all around in the general area.  
 Cannot to do a development with mixed zoning.  
 All around is single family residential next to CA and they were built just recently.

Mike Brusseau  
 Staff looking for or stopping point or transition point for the Commercial zoning off this intersection.  
 Primary reason is house in Agricultural right next door could be majorly impacted.

Art Clancy  
 Agree this has to be a buffer.

Laura Cole  
 Reason office is appropriate is because it provides a transitional area and is justification for sector plan change.

Chair Longmire  
 Obvious error in plan because no longer suitable for low density residential.

Scott Davis accepted staff recommendation of office.

Mike Crowder  
 There has been a lot of commercial added in the past ten years.

**MOTION (CLANCY) AND SECOND (GOODWIN) WERE MADE TO APPROVE STAFF RECOMMENDATION. MOTION CARRIED 12-2-1. (LOMAX AND COLE- NO) O, SLPA AND STPA APPROVED.**

**b. Rezoning**

**9-D-16-RZ**

From A (Agricultural) and F (Floodway) to CA (General Business) and F (Floodway).

STAFF RECOMMENDATION: RECOMMEND that County Commission APPROVE OB (Office, Medical & Related Services) and F (Floodway) zoning.

**MOTION (CLANCY) AND SECOND (GOODWIN) WERE MADE TO APPROVE STAFF RECOMMENDATION. MOTION CARRIED 12-2-1. APPROVED.**

**REZONING**       **PLAN AMENDMENT**

Name of Applicant: Hope Davis

Date Filed: 7/20/16 Meeting Date: 9/8/16

Application Accepted by: [Signature]

Fee Amount: 1000.00 File Number: Rezoning 9-D-16-RZ

Fee Amount: 600.00 File Number: Plan Amendment 9-B-16-SP



**PROPERTY INFORMATION**

Address: 1904 EBENEZER PK  
General Location: E/S EBENEZER  
N of S. Northshore Dr

Parcel ID Number(s): 155 HA 004

Tract Size: 1.0 ± Acre

Existing Land Use: VACANT

Planning Sector: SW County

Growth Policy Plan: Planner Growth

Census Tract: \_\_\_\_\_

Traffic Zone: \_\_\_\_\_

Jurisdiction:  City Council \_\_\_\_\_ District  
 County Commission 4 District

**Requested Change**

**REZONING**

FROM: A/F

TO: CA/F

**PLAN AMENDMENT**

One Year Plan     \_\_\_\_\_ Sector Plan

FROM: LDR/SLPA

TO: C

**PROPOSED USE OF PROPERTY**

Density Proposed \_\_\_\_\_ Units/Acre

Previous Rezoning Requests: None noted

**PROPERTY OWNER**     **OPTION HOLDER**

PLEASE PRINT

Name: Hope Davis

Company: \_\_\_\_\_

Address: PO Box 11315

City: Knox State: TN Zip: 37939

Telephone: 865-806-8008

Fax: 865-693-7469

E-mail: SWD444@gmail.com

**APPLICATION CORRESPONDENCE**

All correspondence relating to this application should be sent to:

PLEASE PRINT

Name: Same

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

**APPLICATION AUTHORIZATION**

I hereby certify that I am the authorized applicant, representing ALL property owners involved in this request or holders of option on same, whose signatures are included on the back of this form.

Signature: Hope Davis POB Scott Davis

PLEASE PRINT

Name: Same

Company: \_\_\_\_\_

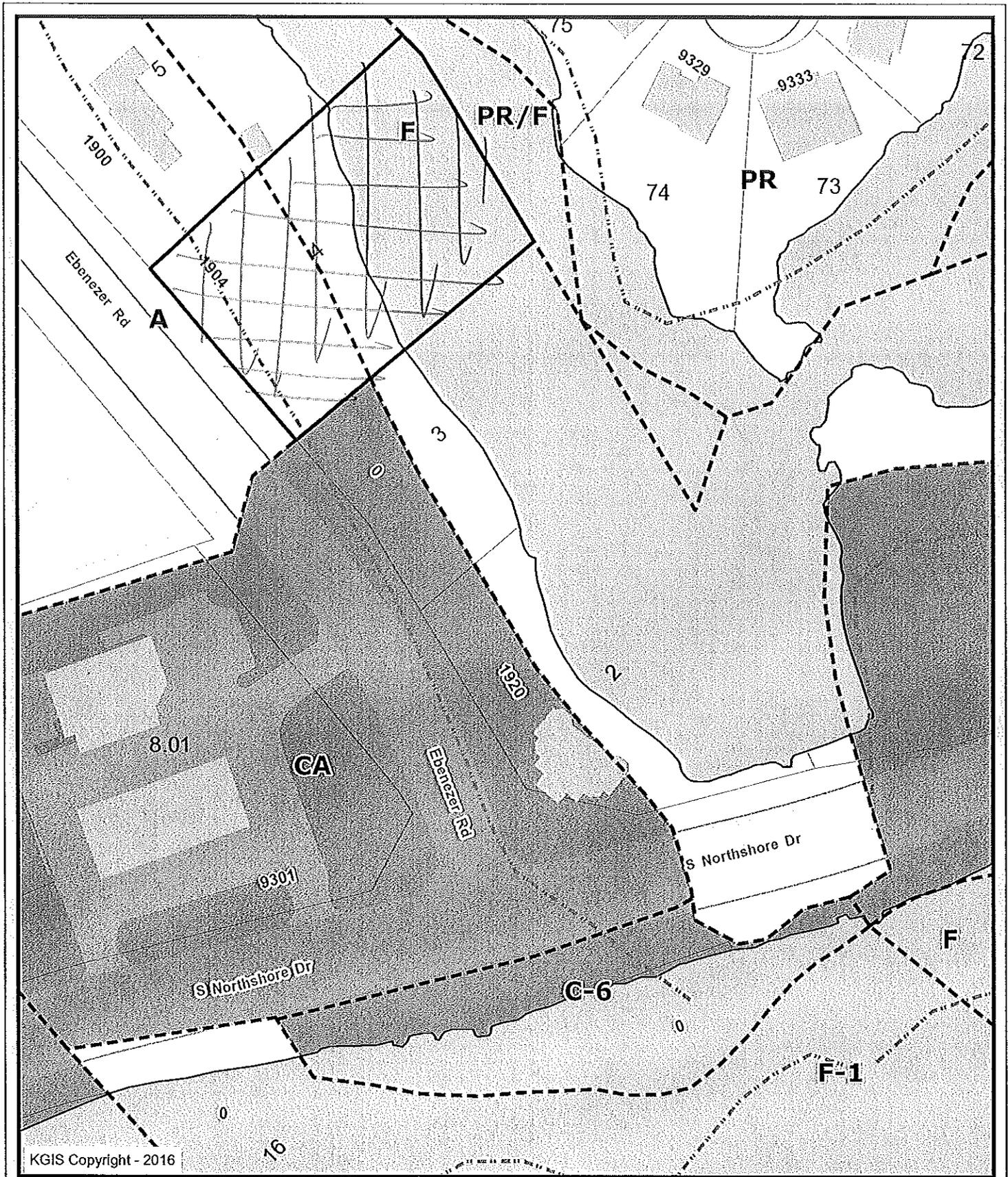
Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_



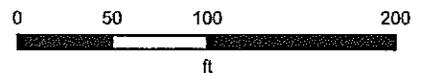


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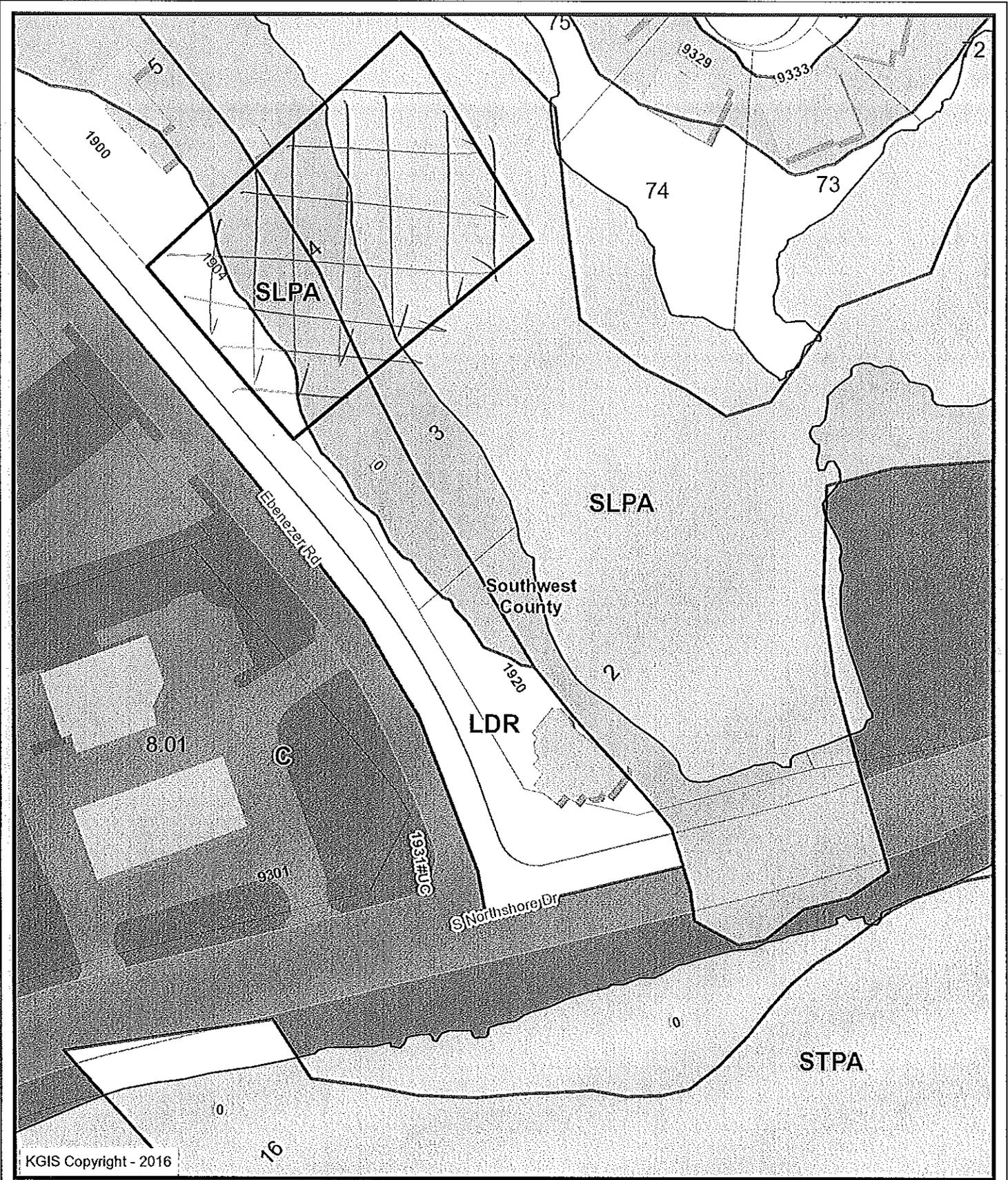
### Letter Portrait

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### Knoxville - Knox County - KUB Geographic Information System



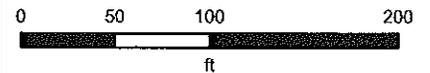
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Knoxville - Knox County - KUB Geographic Information System



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Account Number: 237952 (KC03787)  
Company Name: MET. PLAN. COMM.  
Contact Name:  
Email: susan.taylor@knoxmpc.org  
Address: 400 MAIN AVENUE SU 403, KNOXVILLE, TN, 37902  
Phone: (865) 215-2506 Fax: 2152068

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This is a proof of your ad scheduled to run on the dates indicated below.  
Please confirm placement prior to deadline by contacting your account rep at (865) 342-6515 .  
Ad Id: 1270290 P.O. Number: Total Cost: \$162.00  
Tag Line: PUBLIC NOTICE The following items wi  
Start Date: 09/16/16 Stop Date: 09/16/16  
Number of Times: 1 Class: 16250 - Public Notices  
Publications: KN-Knoxville News Sentinel, KN-Internet - knoxnews.com

> Ad Proof

I agree this ad is accurate and as ordered.

**PUBLIC NOTICE**

The following items will be considered by the Board of County Commissioners on Monday, October 24, 2016, at 7:00 p.m. in the Main Assembly Room, City County Bldg, 400 Main St., Knoxville, TN. Data pertinent to these items may be seen in MPC's office, Fourth Fl. of the City County Bldg., Main St., Knoxville, TN. Knox County does not discriminate on the basis of disability in its provision of services, programs, activities or benefits. If you need assistance or accommodation for a disability, please contact the ADA office at 215-2952 & we will be glad to work with you in obliging any reasonable request.

**Plans/Rezoning**

**MPC - 2016 Southwest County Sector Plan Update.** Commission Districts 3, 4 & 5. Council District 2. MPC Action: Approved.

**WBI RENTALS, LLC** - West side Bob Kirby Rd., north of Dutchtown Rd., Commission District 3. Rezoning from A (Agricultural) to RA (Low Density Residential). MPC Recommendation: Approve.

**LECONTE EQUITIES GROUP, LLC** - Northwest side E. Governor John Sevier Hwy., north of Chapman Hwy., Commission District 9. South County Sector Plan Amendment from MDR/O (Medium Density Residential and Office) to GC (General Commercial) and Rezoning from OB (Office, Medical, and Related Services) to CA (General Business). MPC Action: Approved GC General Commercial sector plan and PC (Planned Commercial) zoning, subject to 1 condition.

**HOPE DAVIS** - East side Ebenezer Rd., north of S. Northshore Dr., Commission District 4. Southwest County Sector Plan Amendment from LDR (Low Density Residential), SLPA (Slope Protection Area) and STPA (Stream Protection Area) to C (Commercial), SLPA (Slope Protection Area) and STPA (Stream Protection Area) and Rezoning from A (Agricultural) and F (Floodway) to CA (General Business) and F (Floodway). MPC Action: Approved O (Office), SLPA and

STPA sector plan designation and OB (Office, Medical, and Related Services) and F (Floodway) zoning.  
**TURNER HOMES, LLC** - East side Andes Rd., southwest side Chert Pit Rd., Commission District 3. Rezoning from A (Agricultural) to RA (Low Density Residential). MPC Recommendation: Approve.

**Postponed Earlier**

**HARDIN VALLEY LAND PARTNERS, LLC** - Southeast side Hardin Valley Rd., southwest of Valley Vista Rd., Commission District 6. Rezoning from PC (Planned Commercial) / TO (Technology Overlay) to OB (Office, Medical, and Related Services) / TO (Technology Overlay). MPC Recommendation: Approve.

Thank you for your business. Our commitment to a quality product includes the advertising in our publications. As such, Gannett reserves the right to categorize, edit and refuse certain classified ads. Your satisfaction is important. If you notice errors in your ad, please notify the classified department immediately so that we can make corrections before the second print date. The number to call is 865-637-4111. Allowance may not be made for errors reported past the second print date. The Knoxville News Sentinel may not issue refunds for classified advertising purchased in a package rate; ads purchased on the open rate may be pro-rated for the remaining full days for which the ad did not run.

**AGENDA COMMITTEE MEETING**

**51.**

**Meeting Date:** 10/05/2016  
**Requested By:** Bettyjo Mahan,  
METROPOLITAN  
PLANNING COMMISSION  
**Department:** METROPOLITAN PLANNING COMMISSION  
**Requires Expenditure of Funds:** NO **Funded in Current Budget:** NO  
**Appropriation Required:** NO

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Information

CAPTION

Request of Hope Davis for rezoning from A (Agricultural) and F (Floodway) to CA (General Business) and F (Floodway). Property located east side of Ebenezer Road, north of S Northshore Drive. COMMISSION DISTRICT 4. MPC Recommendation: Recommend the Knox County Commission approve OB (Office, Medical, and Related Services) and F (Floodway) zoning.

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Attachments

Hope Davis 9-D-16-RZ

**METROPOLITAN PLANNING COMMISSION  
REPORT OF RECOMMENDATION**

9/19/2016 11:22 AM

FILE NUMBER: 9-D-16-RZ

*APPLICANT:* HOPE DAVIS

*APPLICANT'S REQUEST:* REZONING

*FROM:* A (Agricultural) and F (Floodway)

*TO:* CA (General Business) and F (Floodway)

*MPC RECOMMENDATION:* **Recommend the Knox County Commission approve OB (Office, Medical, and Related Services) and F (Floodway) zoning.**

*MPC VOTE COUNT:* 12-2-1

*LOCATION:* East side Ebenezer Rd., north of S. Northshore Dr.

*ACREAGE:* 1 acres

*DISTRICT:* Commission District 4

*MPC HEARING ON:* 9/8/2016

*PUBLISHED IN:* News-Sentinel

*DATE PUBLISHED:* 8/5/2016

*LEGISLATIVE HEARING ON:* 10/24/2016

*PUBLISHED IN:* News-Sentinel

*DATE PUBLISHED:* 9/16/2016

*APPLICANT'S ADDRESS:* Hope Davis

P.O. Box 11315

Knoxville, TN 37939

*LEGISLATIVE BODY:* Knox County Commission

*Consistent with Sector Plan?* Yes with approved sector plan amendment.

*Consistent with Growth Plan?* Yes.



**KNOXVILLE/KNOX COUNTY METROPOLITAN PLANNING COMMISSION  
PLAN AMENDMENT/REZONING REPORT**

▶ **FILE #:** 9-D-16-RZ  
9-B-16-SP

**AGENDA ITEM #:** 38  
**AGENDA DATE:** 9/8/2016

▶ **APPLICANT:** HOPE DAVIS  
OWNER(S): Hope Davis

TAX ID NUMBER: 155 H A 004 [View map on KGIS](#)

JURISDICTION: Commission District 4

STREET ADDRESS: 1904 Ebenezer Rd

▶ **LOCATION:** East side Ebenezer Rd., north of S. Northshore Dr.

▶ **TRACT INFORMATION:** 1 acres.

SECTOR PLAN: Southwest County

GROWTH POLICY PLAN: Planned Growth Area

ACCESSIBILITY: Access is via Ebenezer Rd., a minor arterial street with 4 lanes and 48' of pavement width within 100' of right-of-way.

UTILITIES: Water Source: First Knox Utility District

Sewer Source: First Knox Utility District

WATERSHED: Tennessee River

▶ **PRESENT PLAN DESIGNATION/ZONING:** LDR (Low Density Residential), SLPA (Slope Protection Area) and STPA (Stream Protection Area) / A (Agricultural) and F (Floodway)

▶ **PROPOSED PLAN DESIGNATION/ZONING:** C (Commercial), SLPA (Slope Protection Area) and STPA (Stream Protection Area) / CA (General Business) and F (Floodway)

▶ **EXISTING LAND USE:** Vacant land

▶ **PROPOSED USE:** Any use permitted by CA zoning

EXTENSION OF PLAN DESIGNATION/ZONING: Yes, extension of C plan designation from the southwest across Ebenezer Rd. and an extension of CA zoning from the southeast.

HISTORY OF ZONING REQUESTS: In 2001, staff and MPC recommended approval of CA zoning for this property, but the request was denied by Knox County Commission (6-G-01-RZ).

SURROUNDING LAND USE, PLAN DESIGNATION, ZONING North: House / LDR & SLPA / A (Agricultural) and F (Floodway)

South: Vacant parcel / LDR & SLPA / CA (General Business) and F (Floodway)

East: Cove and residential subdivision / STPA & LDR / F (Floodway) and PR (Planned Residential)

West: Ebenezer Rd., Church / C / A (Agricultural)

NEIGHBORHOOD CONTEXT: This site is located just north of the intersection of Ebenezer Rd. and S. Northshore Dr. Commercial and office uses are developed on the two intersection corners on the north side of S. Northshore Dr., zoned CA. Residential uses and a church are developed to the north of these properties, primarily zoned RA.

**STAFF RECOMMENDATION:**

- ▶ **ADOPT RESOLUTION # 9-B-16-SP, amending the Southwest County Sector Plan to O (Office), SLPA and STPA and recommend that County Commission also adopt the sector plan amendment. (See attached resolution, Exhibit A.) (Applicant requested GC, SLPA, STPA.)**

Staff recognizes that the property may not be desirable for residential uses, but allowing commercial uses would place non-compatible commercial use directly adjacent to an established residential use to the north. Office uses would be more compatible with adjacent residential and are not as likely to generate as much traffic or have late business hours. Offices would be an appropriate transitional use between the adjacent low density residential uses to the north and the office use and CA zoning to the south. An office plan designation would allow consideration of OB zoning, which would allow professional and medical offices, or any number of other similar uses, giving the applicant reasonable use of the property.

- ▶ **RECOMMEND that County Commission APPROVE OB (Office, Medical & Related Services) and F (Floodway) zoning. (Applicant requested CA & F.)**

Staff recommends OB zoning, rather than the requested CA, consistent with the associated sector plan recommendation. The same reasoning for the plan recommendation listed above applies to the rezoning request. OB zoning will allow reasonable use of the property for a professional/medical office, bank, beauty salon, residence(s) or other allowable use within the OB zoning district.

**COMMENTS:**

The portions of the site designated as SLPA and STPA will not change. Only the portion of the site currently designated LDR will change as a result of this request.

SECTOR PLAN REQUIREMENTS FROM GENERAL PLAN (May meet any one of these):

CHANGES OF CONDITIONS WARRANTING AMENDMENT OF THE LAND USE PLAN:

INTRODUCTION OF SIGNIFICANT NEW ROADS OR UTILITIES THAT WERE NOT ANTICIPATED IN THE PLAN AND MAKE DEVELOPMENT MORE FEASIBLE:

No known improvements have been recently made to Ebenezer Rd. or area utilities, but they are adequate to serve the proposed commercial or the recommended office uses. Public water and sewer utilities are available to serve the site.

AN OBVIOUS OR SIGNIFICANT ERROR OR OMISSION IN THE PLAN:

The current sector plan proposes low density residential uses and floodway for the site. The recommended office plan designation will allow the applicant reasonable use of the site, while minimizing the potential negative impact on adjacent residential use and zoning. Staff recognizes that the site may not be desirable or even appropriate for low density residential uses, but commercial uses are also not appropriate. OB is a suitable compromise for future development of the site.

CHANGES IN GOVERNMENT POLICY, SUCH AS A DECISION TO CONCENTRATE DEVELOPMENT IN CERTAIN AREAS:

No changes in government policy apply in this case. Office uses are appropriate as a transition between residential uses to the north and commercial/office uses to the south. In 2001, Knox County Commission denied a request to rezone this property to CA (6-G-01-RZ).

TRENDS IN DEVELOPMENT, POPULATION OR TRAFFIC THAT WARRANT RECONSIDERATION OF THE ORIGINAL PLAN PROPOSAL:

No new information or trends exist to reveal the need for a plan amendment. With the recommended sector plan amendment to office, an area of transition would be established between adjacent commercial and residential uses.

REZONING REQUIREMENTS FROM ZONING ORDINANCES (must meet all of these):

THE PROPOSED AMENDMENT SHALL BE NECESSARY BECAUSE OF SUBSTANTIALLY CHANGED OR CHANGING CONDITIONS IN THE AREA AND DISTRICTS AFFECTED, OR IN THE CITY/COUNTY GENERALLY:

1. OB zoning provides reasonable use of the property, without introducing intrusive commercial uses directly adjacent to an established residential use.

2. OB uses are compatible with the surrounding land use and zoning pattern and will establish a transition area between adjacent commercial zoning to the south and residential uses to the north.
3. With the recommended Southwest County Sector Plan amendment to Office on the associated application (9-B-16-SP), OB zoning would be consistent with applicable adopted plans for the area.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH THE INTENT AND PURPOSE OF THE APPLICABLE ZONING ORDINANCE:

1. The recommended OB zoning district is intended to provide areas for professional and business offices and related activities that require separate buildings and building groups surrounded by landscaped yards and open areas. The OB zoning district also allows residential development as permitted by the RB zoning district.
2. Based on the above description and intent of OB zoning, this property is appropriate to be rezoned to OB, as requested.
3. The requested CA zoning is for general retail businesses and services but not for manufacturing or for processing materials.

THE PROPOSED AMENDMENT SHALL NOT ADVERSELY AFFECT ANY OTHER PART OF THE COUNTY, NOR SHALL ANY DIRECT OR INDIRECT ADVERSE EFFECTS RESULT FROM SUCH AMENDMENT:

1. The recommended OB zoning is compatible with the surrounding land uses and zoning pattern.
2. OB zoning will not create any direct or indirect adverse effects in the surrounding area or any other part of the County.
3. The existing streets are adequate to handle additional traffic generated by allowing office or commercial uses on this site.
4. The requested CA zoning would allow intrusive, non-compatible commercial uses directly adjacent to a developed residential lot to the north.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH AND NOT IN CONFLICT WITH THE GENERAL PLAN OF KNOXVILLE AND KNOX COUNTY, INCLUDING ANY OF ITS ELEMENTS, MAJOR ROAD PLAN, LAND USE PLAN, COMMUNITY FACILITIES PLAN, AND OTHERS:

1. With the recommended amendment of the Southwest County Sector Plan to Office, OB zoning would be consistent with the plan. The plan would need to be amended to GC to allow consideration of the requested CA zoning.
2. The site is located within the Planned Growth Area on the Knoxville-Knox County-Farragut Growth Policy Plan map.
3. The recommended OB zoning does not present any apparent conflicts with any other adopted plans.

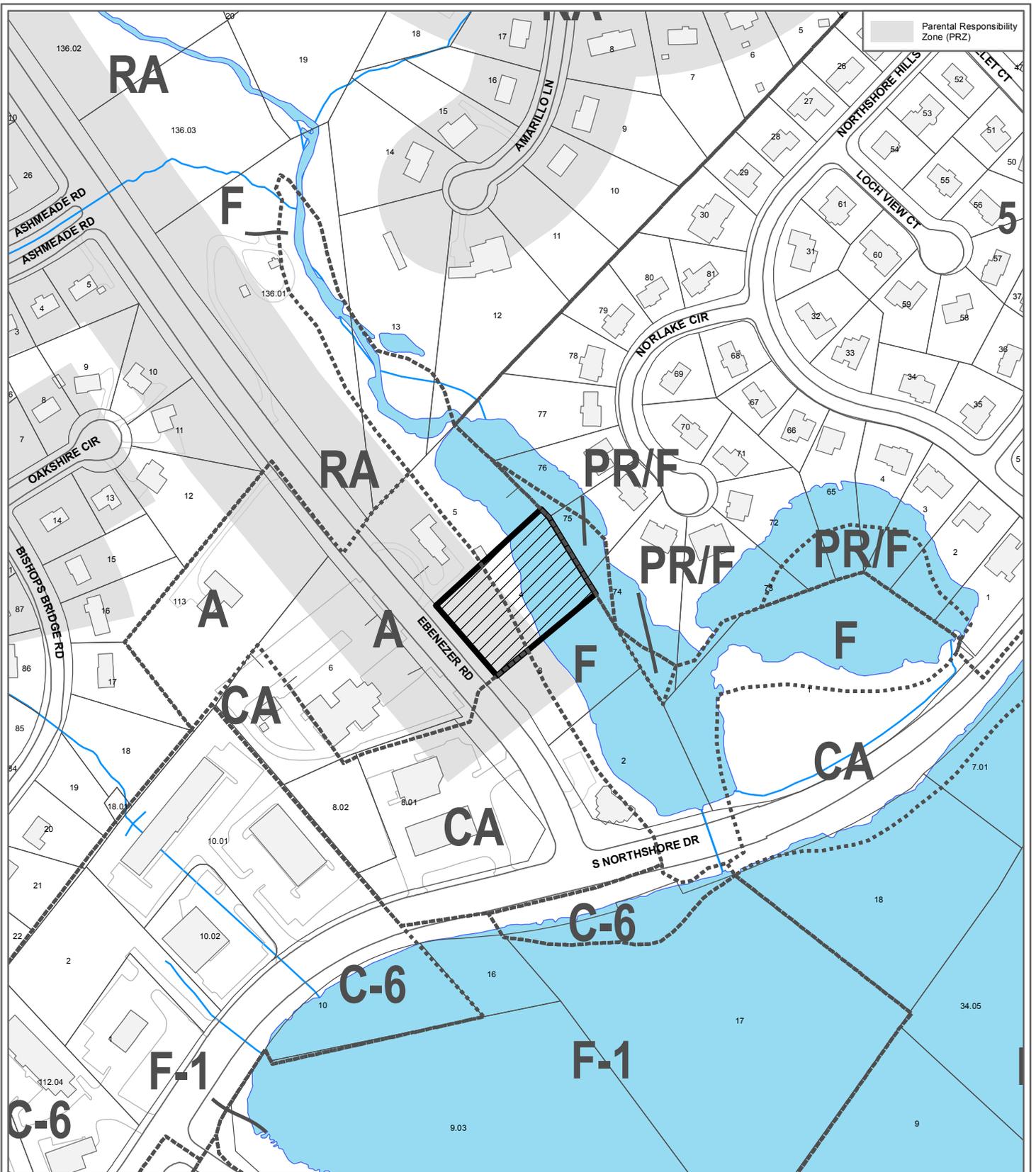
State law regarding amendments of the general plan (which include Sector Plan amendments) was changed with passage of Public Chapter 1150 by the Tennessee Legislature in 2008. The law now provides for two methods to amend the plan at TCA 13-3-304:

1. The Planning Commission may initiate an amendment by adopting a resolution and certifying the amendment to the Legislative Body. Once approved by majority vote of the Legislative Body, the amendment is operative.
2. The Legislative Body may also initiate an amendment and transmit the amendment to the Planning Commission. Once the Planning Commission has considered the proposed amendment and approved, not approved, or taken no action, the Legislative Body may approve the amendment by majority vote and the amendment is operative.

ESTIMATED TRAFFIC IMPACT: Not required.

ESTIMATED STUDENT YIELD: Not applicable.

If approved, this item will be forwarded to Knox County Commission for action on 10/24/2016. If denied, MPC's action is final, unless the action to deny is appealed to Knox County Commission. The date of the appeal hearing will depend on when the appeal application is filed. Appellants have 30 days to appeal an MPC decision in the County.



**9-D-16-RZ  
REZONING**

From: A (Agricultural) and F (Floodway)

To: CA (General Business) and F (Floodway)



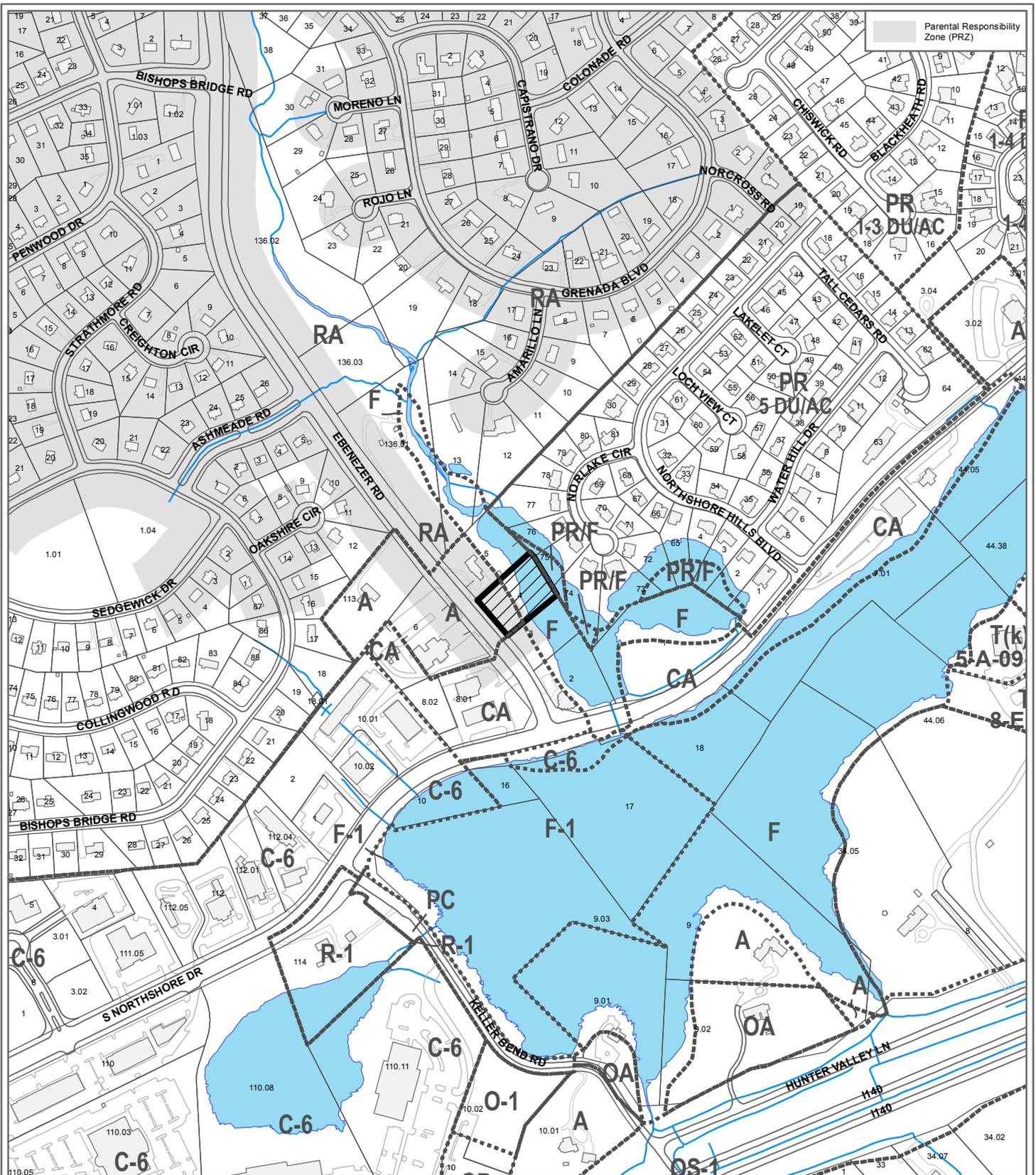
Petitioner: Davis, Hope

Map No: 155

Jurisdiction: County



Original Print Date: 8/12/2016 Revised:  
Metropolitan Planning Commission \* City / County Building \* Knoxville, TN 37902



**9-D-16-RZ  
MPC RECOMMENDATION REZONING**

From: A (Agricultural) and F (Floodway)

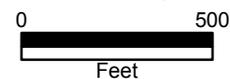
To: OB (Office, Medical, and Related Services) and F (Floodway)



Petitioner: Davis, Hope

Map No: 155

Jurisdiction: County



Original Print Date: 9/21/2016

Revised:

Metropolitan Planning Commission \* City / County Building \* Knoxville, TN 37902



Betty Jo Mahan &lt;bettyjo.mahan@knoxmpc.org&gt;

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**[MPC Comment] Item #38, Sept. 8th Agenda, File # 9-D-16-RZ, 9-B-16-SP**

1 message

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**A E DAVIDSON** <aedavidson@bellsouth.net>

Tue, Sep 6, 2016 at 3:58 PM

Reply-To: aedavidson@bellsouth.net

To: "commission@knoxmpc.org" &lt;commission@knoxmpc.org&gt;, "josephelessard@yahoo.com" &lt;josephelessard@yahoo.com&gt;, Anne Davidson &lt;aedavidson@bellsouth.net&gt;

From:

Northshore Hills Homeowners Association

Mr. Joseph Lessard,

President

Reference Item #38 of MPC Sept. 8th Agenda, File # 9-D-16-RZ and 9-B-16-SP

The rezoning of the lot at 1904 Ebenezer Road to "Commercial" would create hardship for the occupants of homes on Norlake Circle in Northshore Hills subdivision, especially those homes sharing lot boundaries. The hardships include light pollution, noise pollution, loss of wildlife habitat and potential devaluation of their properties on or near the lake.

The current zoning LDR-SLDR-A and F include the restrictions already in place. Rezoning does not take into consideration SLPA, the A (Agriculture) and F (Floodway).

Also the intersection of Ebenezer Rd. and Northshore Drive has been designated a "Serious Congestion Intersection" according to the draft of MPC South West County Sector Plan, and any additional multi-use driveway on or near that intersection creates a danger. (See entrance to Farmington Subdivision)

As a result of these concerns we request that the zoning remain LDR, or if that is denied, then rezoned OB.

Thank you.

Mr. Joseph Lessard

[josephelessard@yahoo.com](mailto:josephelessard@yahoo.com)

Anne E. Davidson

9329 Norlake Circle

[aedavidson@bellsouth.net](mailto:aedavidson@bellsouth.net)*Anne E. Davidson*

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This message was directed to [commission@knoxmpc.org](mailto:commission@knoxmpc.org)

# Draft Minutes

## September 8, 2016

1:30 P.M. ♦ Small Assembly Room ♦ City County Building

The Metropolitan Planning Commission met in regular session on SEPTEMBER 8, 2016 at 1:30 p.m. in the Main Assembly Room, City/County Building, and Knoxville, Tennessee. Members:

### 1. ROLL CALL, INVOCATION AND PLEDGE OF ALLEGIANCE

Ms. Rebecca Longmire, Chair	Mr. Len Johnson
**Mr. Herb Anders	Mr. Charles F. Lomax, Jr
Ms. Gayle Bustin	Mr. Patrick Phillips
Ms. Laura Cole	Mr. Jeff Roth
Mr. Art Clancy	Mr. Scott Smith
Mr. Mike Crowder	Mr. Charles Thomas
Ms. Elizabeth Eason	Ms. Janice Tocher
Mr. Mac Goodwin	

\* Arrived late to the meeting. \*\* Left early in the meeting

A – Absent from the meeting

### Agenda Item No.

### MPC File No.

SCOTT SMITH RECUSED FROM DISCUSSION AND VOTING ON THE FOLLOWING ITEM.

### 38. HOPE DAVIS

East side Ebenezer Rd., north of S. Northshore Dr., Commission District 4.

#### a. **Southwest County Sector Plan Amendment**

**9-B-16-SP**

From LDR (Low Density Residential), SLPA (Slope Protection Area) and STPA (Stream Protection Area) to C (Commercial), SLPA (Slope Protection Area) and STPA (Stream Protection Area).

STAFF RECOMMENDATION: ADOPT RESOLUTION # 9-B-16-SP, amending the Southwest County Sector Plan to O (Office), SLPA and STPA and recommend that County Commission also adopt the sector plan amendment.

Linda Jones, 1900 Ebenezer Road  
 Disturbance to me and too much traffic on Ebenezer.

Margo Kline, 8845 Ebenezer Oaks Lane, Council of the West Knox County Homeowners and live a mile away.

Has been interest in commercializing Ebenezer for a while.

Homes and residential surround this because of the efforts of the Council. Out of character with area.

With the slopes and school and traffic would be dangerous place to put more traffic. Ask denial.

Scott Davis, PO Box 11315, Hope is my wife.  
 Did not know until today that Ms. Jones objected.  
 Own property on corner already CA and where my office is. This is continuation of my property. CA all around in the general area.  
 Cannot to do a development with mixed zoning.  
 All around is single family residential next to CA and they were built just recently.

Mike Brusseau  
 Staff looking for or stopping point or transition point for the Commercial zoning off this intersection.  
 Primary reason is house in Agricultural right next door could be majorly impacted.

Art Clancy  
 Agree this has to be a buffer.

Laura Cole  
 Reason office is appropriate is because it provides a transitional area and is justification for sector plan change.

Chair Longmire  
 Obvious error in plan because no longer suitable for low density residential.

Scott Davis accepted staff recommendation of office.

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 There has been a lot of commercial added in the past ten years.

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**b. Rezoning**

**9-D-16-RZ**

From A (Agricultural) and F (Floodway) to CA (General Business) and F (Floodway).

STAFF RECOMMENDATION: RECOMMEND that County Commission APPROVE OB (Office, Medical & Related Services) and F (Floodway) zoning.

**MOTION (CLANCY) AND SECOND (GOODWIN) WERE MADE TO APPROVE STAFF RECOMMENDATION. MOTION CARRIED 12-2-1. APPROVED.**

**REZONING**

**PLAN AMENDMENT**

Name of Applicant: Hope Davis

Date Filed: 7/20/16

Meeting Date: 9/8/16

Application Accepted by: [Signature]

Fee Amount: 1000.00 File Number: Rezoning 9-D-16-RZ

Fee Amount: 600.00 File Number: Plan Amendment 9-B-16-SP



**PROPERTY INFORMATION**

Address: 1904 EBENEZER PK  
General Location: E/S EBENEZER  
N of S. Northshore Dr

Parcel ID Number(s): 155 HA 004

Tract Size: 1.0 ± Acre

Existing Land Use: VACANT

Planning Sector: SW County

Growth Policy Plan: Planner Growth

Census Tract: \_\_\_\_\_

Traffic Zone: \_\_\_\_\_

Jurisdiction:  City Council \_\_\_\_\_ District  
 County Commission 4 District

**Requested Change**

**REZONING**

FROM: A/F

TO: CA/F

**PLAN AMENDMENT**

One Year Plan  \_\_\_\_\_ Sector Plan

FROM: LDR/SLPA

TO: C

**PROPOSED USE OF PROPERTY**

Density Proposed \_\_\_\_\_ Units/Acre

Previous Rezoning Requests: None noted

**PROPERTY OWNER**  **OPTION HOLDER**

PLEASE PRINT

Name: Hope Davis

Company: \_\_\_\_\_

Address: PO Box 11315

City: Knox State: TN Zip: 37939

Telephone: 865-806-8008

Fax: 865-693-7469

E-mail: SWD444@gmail.com

**APPLICATION CORRESPONDENCE**

All correspondence relating to this application should be sent to:

PLEASE PRINT

Name: Same

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

**APPLICATION AUTHORIZATION**

I hereby certify that I am the authorized applicant, representing ALL property owners involved in this request or holders of option on same, whose signatures are included on the back of this form.

Signature: Hope Davis POB Scott Davis

PLEASE PRINT

Name: Same

Company: \_\_\_\_\_

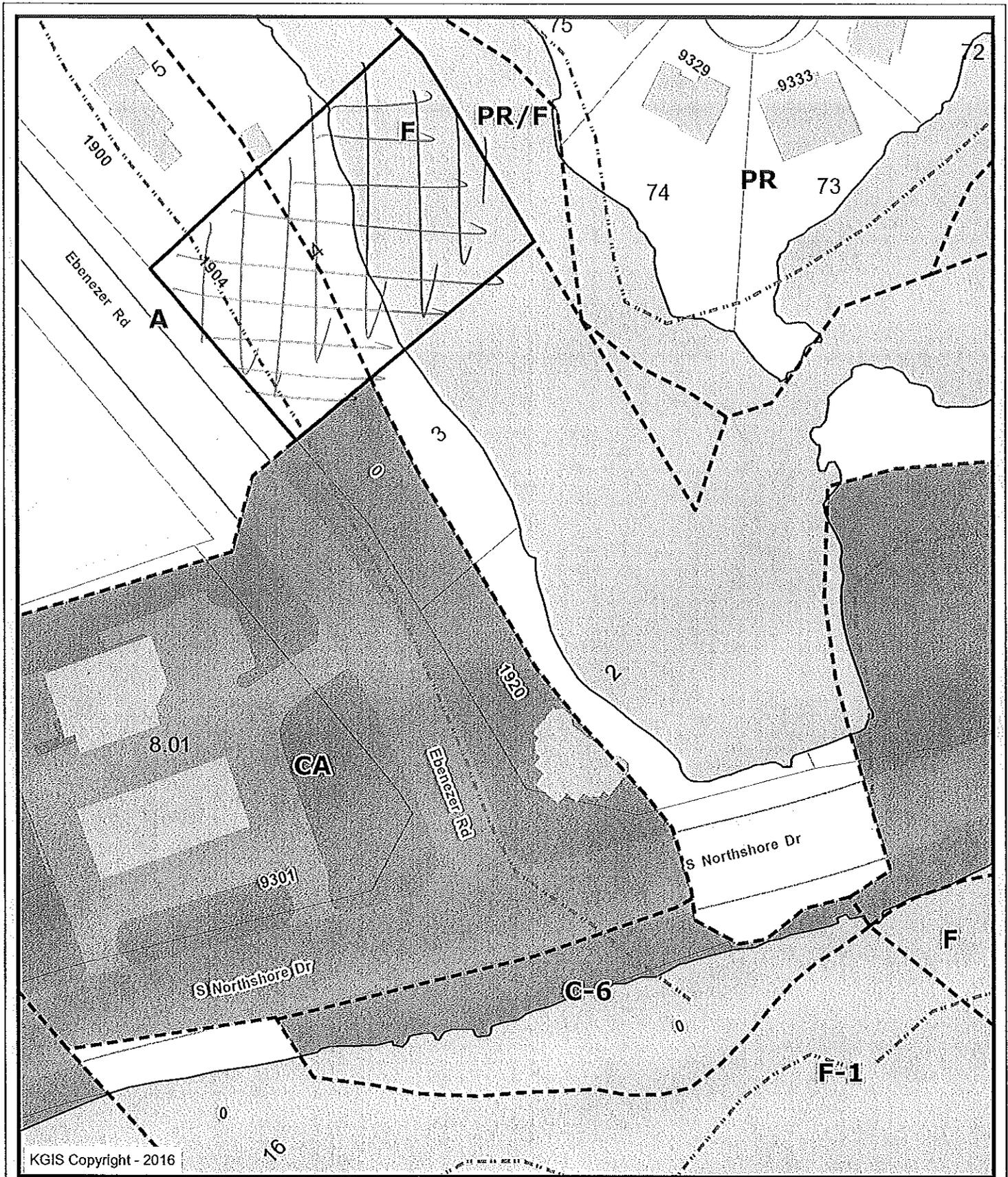
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City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_



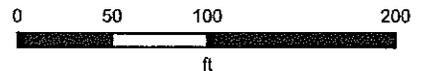


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### Letter Portrait

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Phone: (865) 342-6515

Email: Louise.Watkins@knoxnews.com

> Account Information

Date: 09/14/16  
Account Number: 237952 (KC03787)  
Company Name: MET. PLAN. COMM.  
Contact Name:  
Email: susan.taylor@knoxmpc.org  
Address: 400 MAIN AVENUE SU 403, KNOXVILLE, TN, 37902  
Phone: (865) 215-2506 Fax: 2152068

> Insertion Information

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Please confirm placement prior to deadline by contacting your account rep at (865) 342-6515 .  
Ad Id: 1270290 P.O. Number: Total Cost: \$162.00  
Tag Line: PUBLIC NOTICE The following items wi  
Start Date: 09/16/16 Stop Date: 09/16/16  
Number of Times: 1 Class: 16250 - Public Notices  
Publications: KN-Knoxville News Sentinel, KN-Internet - knoxnews.com

> Ad Proof

I agree this ad is accurate and as ordered.

**PUBLIC NOTICE**

The following items will be considered by the Board of County Commissioners on Monday, October 24, 2016, at 7:00 p.m. in the Main Assembly Room, City County Bldg, 400 Main St., Knoxville, TN. Data pertinent to these items may be seen in MPC's office, Fourth Fl. of the City County Bldg., Main St., Knoxville, TN. Knox County does not discriminate on the basis of disability in its provision of services, programs, activities or benefits. If you need assistance or accommodation for a disability, please contact the ADA office at 215-2952 & we will be glad to work with you in obliging any reasonable request.

**Plans/Rezoning**

**MPC - 2016 Southwest County Sector Plan Update.** Commission Districts 3, 4 & 5. Council District 2. MPC Action: Approved.

**WBI RENTALS, LLC** - West side Bob Kirby Rd., north of Dutchtown Rd., Commission District 3. Rezoning from A (Agricultural) to RA (Low Density Residential). MPC Recommendation: Approve.

**LECONTE EQUITIES GROUP, LLC** - Northwest side E. Governor John Sevier Hwy., north of Chapman Hwy., Commission District 9. South County Sector Plan Amendment from MDR/O (Medium Density Residential and Office) to GC (General Commercial) and Rezoning from OB (Office, Medical, and Related Services) to CA (General Business). MPC Action: Approved GC General Commercial sector plan and PC (Planned Commercial) zoning, subject to 1 condition.

**HOPE DAVIS** - East side Ebenezer Rd., north of S. Northshore Dr., Commission District 4. Southwest County Sector Plan Amendment from LDR (Low Density Residential), SLPA (Slope Protection Area) and STPA (Stream Protection Area) to C (Commercial), SLPA (Slope Protection Area) and STPA (Stream Protection Area) and Rezoning from A (Agricultural) and F (Floodway) to CA (General Business) and F (Floodway). MPC Action: Approved O (Office), SLPA and

STPA sector plan designation and OB (Office, Medical, and Related Services) and F (Floodway) zoning.  
**TURNER HOMES, LLC** - East side Andes Rd., southwest side Chert Pit Rd., Commission District 3. Rezoning from A (Agricultural) to RA (Low Density Residential). MPC Recommendation: Approve.

**Postponed Earlier**

**HARDIN VALLEY LAND PARTNERS, LLC** - Southeast side Hardin Valley Rd., southwest of Valley Vista Rd., Commission District 6. Rezoning from PC (Planned Commercial) / TO (Technology Overlay) to OB (Office, Medical, and Related Services) / TO (Technology Overlay). MPC Recommendation: Approve.

Thank you for your business. Our commitment to a quality product includes the advertising in our publications. As such, Gannett reserves the right to categorize, edit and refuse certain classified ads. Your satisfaction is important. If you notice errors in your ad, please notify the classified department immediately so that we can make corrections before the second print date. The number to call is 865-637-4111. Allowance may not be made for errors reported past the second print date. The Knoxville News Sentinel may not issue refunds for classified advertising purchased in a package rate; ads purchased on the open rate may be pro-rated for the remaining full days for which the ad did not run.

**AGENDA COMMITTEE MEETING**

**52.**

**Meeting Date:** 10/05/2016  
**Requested By:** Bettyjo Mahan,  
METROPOLITAN  
PLANNING COMMISSION  
**Department:** METROPOLITAN PLANNING COMMISSION  
**Requires Expenditure of Funds:** NO **Funded in Current Budget:** NO  
**Appropriation Required:** NO

---

Information

CAPTION

Request of Turner Homes, LLC for rezoning from A (Agricultural) to RA (Low Density Residential). Property located east side of Andes Road, southwest side of Chert Pit Road. COMMISSION DISTRICT 3. MPC Recommendation: Recommend the Knox County Commission approve RA (Low Density Residential) zoning.

---

Attachments

Turner Homes, LLC 9-E-16-RZ

**METROPOLITAN PLANNING COMMISSION  
REPORT OF RECOMMENDATION**

9/19/2016 01:12 PM

FILE NUMBER: 9-E-16-RZ

*APPLICANT:* TURNER HOMES, LLC

*APPLICANT'S REQUEST:* REZONING

*FROM:* A (Agricultural)

*TO:* RA (Low Density Residential)

*MPC RECOMMENDATION:* **Recommend the Knox County Commission approve RA (Low Density Residential) zoning.**

*MPC VOTE COUNT:* 15-0 (Consent)

*LOCATION:* East side Andes Rd., southwest side Chert Pit Rd.

*ACREAGE:* 0.75 acres

*DISTRICT:* Commission District 3

*MPC HEARING ON:* 9/8/2016

*PUBLISHED IN:* News-Sentinel

*DATE PUBLISHED:* 8/5/2016

*LEGISLATIVE HEARING ON:* 10/24/2016

*PUBLISHED IN:* News-Sentinel

*DATE PUBLISHED:* 9/16/2016

*APPLICANT'S ADDRESS:* David Harbin  
4334 Papermill Dr  
Knoxville, TN 37909

*LEGISLATIVE BODY:* Knox County Commission

*Consistent with Sector Plan?* Yes

*Consistent with Growth Plan?* Yes

▶ **FILE #:** 9-E-16-RZ

**AGENDA ITEM #:** 39

**AGENDA DATE:** 9/8/2016

▶ **APPLICANT:** TURNER HOMES, LLC

OWNER(S): Turner Homes, LLC

TAX ID NUMBER: 105 03501

[View map on KGIS](#)

JURISDICTION: County Commission District 3

STREET ADDRESS: 1528 Andes Rd

▶ **LOCATION:** East side Andes Rd., southwest side Chert Pit Rd.

▶ **APPX. SIZE OF TRACT:** 0.75 acres

SECTOR PLAN: Northwest County

GROWTH POLICY PLAN: Planned Growth Area

ACCESSIBILITY: Access is via Andes Rd., a major collector street with 19' of pavement width within 50' of right-of-way, or Chert Pit Rd., a major collector street with 22' of pavement width within 50' of right-of-way.

UTILITIES: Water Source: West Knox Utility District

Sewer Source: West Knox Utility District

WATERSHED: Ten Mile Creek

▶ **PRESENT ZONING:** A (Agricultural)

▶ **ZONING REQUESTED:** RA (Low Density Residential)

▶ **EXISTING LAND USE:** Detached dwelling

▶ **PROPOSED USE:** Two detached dwellings

EXTENSION OF ZONE: Yes, extension of RA zoning from the northeast

HISTORY OF ZONING: None noted

SURROUNDING LAND USE AND ZONING: North: Chert Pit Rd., detached residential subdivision / RA (Low Density Residential)

South: House and vacant land / A (Agricultural)

East: House and vacant land / A (Agricultural)

West: Andes Rd., houses and vacant land / A (Agricultural)

NEIGHBORHOOD CONTEXT: This area is developed with agricultural, rural residential and low density residential uses under A, RA and PR zoning.

**STAFF RECOMMENDATION:**

▶ **RECOMMEND that County Commission APPROVE RA (Low Density Residential) zoning.**

RA is a logical extension of zoning from the northeast, is consistent with the sector plan designation and will allow uses compatible with the surrounding land uses and zoning pattern. There are several other large, RA and PR zoned tracts in the area, developed with low density residential uses.

**COMMENTS:**

REZONING REQUIREMENTS FROM ZONING ORDINANCES (must meet all of these):

THE PROPOSED AMENDMENT SHALL BE NECESSARY BECAUSE OF SUBSTANTIALLY CHANGED OR

CHANGING CONDITIONS IN THE AREA AND DISTRICTS AFFECTED, OR IN THE CITY/COUNTY GENERALLY:

1. RA zoning is compatible with the scale and intensity of the surrounding development and zoning pattern in the area.
2. The proposed RA zoning is consistent with the Northwest County Sector Plan proposal for the site.
3. A large area of RA zoning is already in place to the northeast. This proposal is an extension of that zoning.
4. The applicant proposes to split the parcel in order to develop one additional dwelling on the subject property.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH THE INTENT AND PURPOSE OF THE APPLICABLE ZONING ORDINANCE:

1. RA zoning provides for residential areas with low population densities. These areas are intended to be defined and protected from encroachment of uses not performing a function necessary to the residential environment.
2. Based on the above description, this site is appropriate for RA zoning.
3. If connected to sewer, the RA zone allows detached residential development with a minimum lot size of 10,000 sq. ft. Without sewer, the minimum lot size is 20,000 sq. ft., subject to approval by Knox County Health Department.

THE PROPOSED AMENDMENT SHALL NOT ADVERSELY AFFECT ANY OTHER PART OF THE COUNTY, NOR SHALL ANY DIRECT OR INDIRECT ADVERSE EFFECTS RESULT FROM SUCH AMENDMENT:

1. The applicant intends to subdivide the subject property into multiple residential lots. The site is not large enough to be subdivided under the current A zoning, which requires a minimum lot size of one acre. RA zoning will allow this 0.75 acre site to be resubdivided into two lots for residential uses.
2. The impact to the street system will be minimal. If a plat is submitted to subdivide the property, a right-of-way dedication will be required. Along these sections of Andes Rd. and Chert Pit Rd., this dedication will be 30 feet from the right-of-way centerline.
3. Staff has concerns about adequate sight distance from the proposed driveways serving the site. Care should be taken to locate these driveways at the safest locations possible. A shared access drive along the southernmost portion of Andes Rd. would be ideal to maximize safety in entering and exiting the site.
4. The proposed zoning is compatible with surrounding development, and there should be minimal impact to the surrounding area and no adverse affect to any other part of the County.
5. Public water and sewer utilities are available in the area, but may need to be extended to serve the site.
6. No other area of the County will be impacted by this rezoning request.

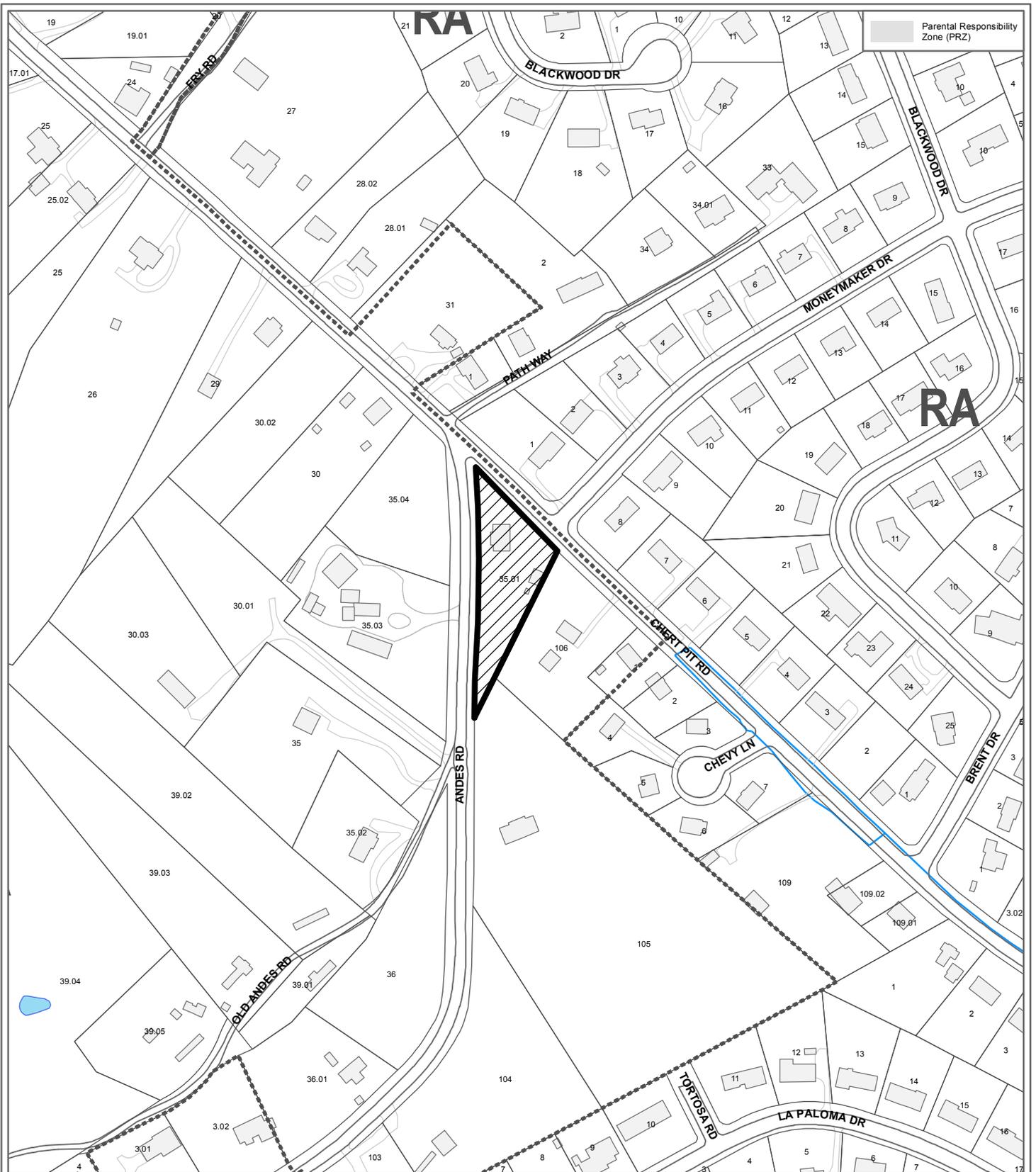
THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH AND NOT IN CONFLICT WITH THE GENERAL PLAN OF KNOXVILLE AND KNOX COUNTY, INCLUDING ANY OF ITS ELEMENTS, MAJOR ROAD PLAN, LAND USE PLAN, COMMUNITY FACILITIES PLAN, AND OTHERS:

1. The Northwest County Sector Plan proposes low density residential use for the site, consistent with the requested RA zoning.
2. The site is located within the Planned Growth Area on the Knoxville-Knox County-Farragut Growth Policy Plan map.
3. Approval of this request may lead to future requests for RA zoning on surrounding properties zoned Agricultural, which is consistent with the sector plan proposal for low density residential uses in the area.
4. The proposal does not present any apparent conflicts with any other adopted plans.

ESTIMATED TRAFFIC IMPACT: Not required.

ESTIMATED STUDENT YIELD: Not applicable.

If approved, this item will be forwarded to Knox County Commission for action on 10/24/2016. If denied, MPC's action is final, unless the action to deny is appealed to Knox County Commission. The date of the appeal hearing will depend on when the appeal application is filed. Appellants have 30 days to appeal an MPC decision in the County.



**9-E-16-RZ  
REZONING**

From: A (Agricultural)

To: RA (Low Density Residential)



Petitioner: Turner Homes, LLC

Map No: 105

Jurisdiction: County



Original Print Date: 8/12/2016      Revised:  
Metropolitan Planning Commission \* City / County Building \* Knoxville, TN 37902

# Draft Minutes

## September 8, 2016

1:30 P.M. ♦ Small Assembly Room ♦ City County Building

The Metropolitan Planning Commission met in regular session on SEPTEMBER 8, 2016 at 1:30 p.m. in the Main Assembly Room, City/County Building, and Knoxville, Tennessee. Members:

### 1. ROLL CALL, INVOCATION AND PLEDGE OF ALLEGIANCE

Ms. Rebecca Longmire, Chair	Mr. Len Johnson
**Mr. Herb Anders	Mr. Charles F. Lomax, Jr
Ms. Gayle Bustin	Mr. Patrick Phillips
Ms. Laura Cole	Mr. Jeff Roth
Mr. Art Clancy	Mr. Scott Smith
Mr. Mike Crowder	Mr. Charles Thomas
Ms. Elizabeth Eason	Ms. Janice Tocher
Mr. Mac Goodwin	

\* Arrived late to the meeting. \*\* Left early in the meeting

A – Absent from the meeting

---

#### Agenda Item No.

#### MPC File No.

\* **39. TURNER HOMES, LLC** **9-E-16-RZ**

East side Andes Rd., southwest side Chert Pit Rd., Commission District 3.  
 Rezoning from A (Agricultural) to RA (Low Density Residential).

STAFF RECOMMENDATION: RECOMMEND that County Commission APPROVE RA (Low Density Residential) zoning.

THIS ITEM WAS APPROVED ON CONSENT EARLIER IN THE MEETING.

**MOTION (CLANCY) AND SECOND (GOODWIN) WERE MADE TO APPROVE CONSENT ITEMS AS READ EXCLUDING ITEM 44. MOTION CARRIED 15-0. APPROVED.**

KNOXVILLE-KNOX COUNTY

# M P C

METROPOLITAN  
PLANNING  
COMMISSION

Suite 403 • City County Building  
400 Main Street  
Knoxville, Tennessee 37902  
865 • 215 • 2500  
FAX • 215 • 2068  
www.knoxmpc.org

## REZONING      PLAN AMENDMENT

Name of Applicant: Turner Homes, LLC

Date Filed: 7/25/16 Meeting Date: 9/8/2016

Application Accepted by: M. Payne

Fee Amount: \$500<sup>00</sup> File Number: Rezoning 9-E-16-RZ

Fee Amount:        File Number: Plan Amendment       

**PROPERTY INFORMATION**

Address: 1528 Andes Road  
 General Location: East side Andes Rd @ SW side of Chert Pit Road.

Tract Size: 0.75 acres  
 Tax Identification Number: Map 105 Parcel 35.01

Existing Land Use: 1 single family house  
 Planning Sector: Northwest County

Growth Policy Plan:         
 Census Tract: 46.06  
 Traffic Zone: 225

Jurisdiction:  City Council \_\_\_\_\_ District  
 County Commission 3rd District

**APPLICATION AUTHORIZATION**

I hereby certify that I am the authorized applicant, representing ALL property owners involved in this request or holders of option on same, whose names are included on the back of this form.

Signature: David Harbin  
 Date: 7/25/16

PLEASE PRINT  
 Name: David Harbin  
 Company: Batson Homes Nowell & Poe  
 Address: 4334 Papermill Dr  
 City: Knoxville State: TN Zip: 37909  
 Telephone: 588-6472  
 Fax: 588-6473  
 E-mail: harbin@bhn-p.com

**Requested Change**

**REZONING**

FROM: Agriculture  
 TO: RA

**PLAN AMENDMENT**

One Year Plan     \_\_\_\_\_ Sector Plan

FROM: \_\_\_\_\_  
 TO: \_\_\_\_\_

**APPLICATION CORRESPONDENCE**

All correspondence relating to this application should be directed to:

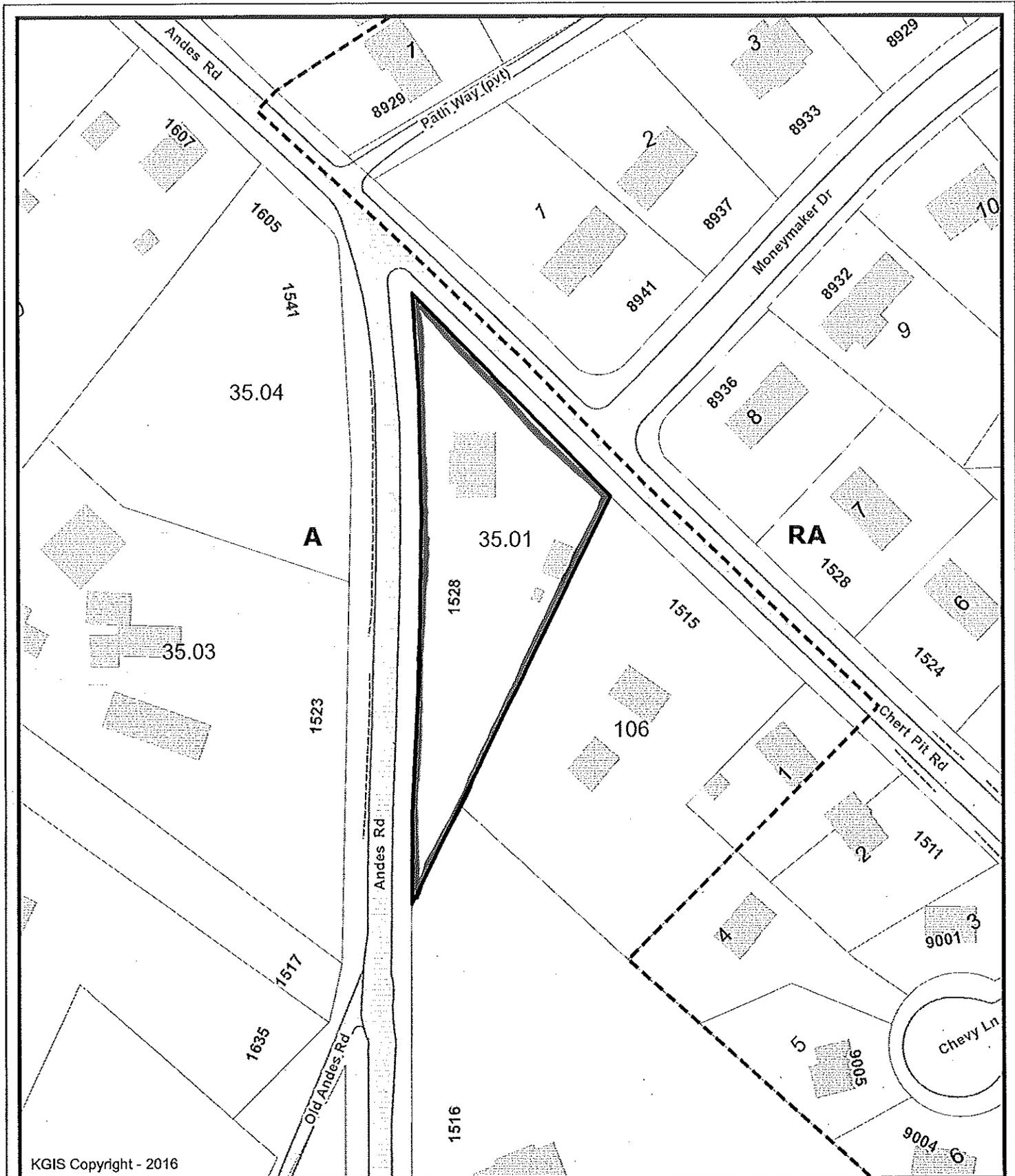
PLEASE PRINT  
 Name: David Harbin  
 Company: Batson Homes Nowell & Poe  
 Address: 4334 Papermill Dr  
 City: Knoxville State: TN Zip: 37909  
 Telephone: 588-6472  
 Fax: 588-6473  
 E-mail: harbin@bhn-p.com

**PROPOSED USE OF PROPERTY**

single family detached house

Density Proposed N/A Units/Acre \_\_\_\_\_  
 Previous Rezoning Requests: \_\_\_\_\_



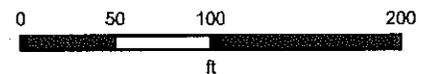


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Phone: (865) 342-6515

Email: Louise.Watkins@knoxnews.com

> Account Information

Date: 09/14/16  
Account Number: 237952 (KC03787)  
Company Name: MET. PLAN. COMM.  
Contact Name:  
Email: susan.taylor@knoxmpc.org  
Address: 400 MAIN AVENUE SU 403, KNOXVILLE, TN, 37902  
Phone: (865) 215-2506 Fax: 2152068

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Start Date: 09/16/16 Stop Date: 09/16/16  
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**PUBLIC NOTICE**

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**Plans/Rezoning**

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**WBI RENTALS, LLC** - West side Bob Kirby Rd., north of Dutchtown Rd., Commission District 3. Rezoning from A (Agricultural) to RA (Low Density Residential). MPC Recommendation: Approve.

**LECONTE EQUITIES GROUP, LLC** - Northwest side E. Governor John Sevier Hwy., north of Chapman Hwy., Commission District 9. South County Sector Plan Amendment from MDR/O (Medium Density Residential and Office) to GC (General Commercial) and Rezoning from OB (Office, Medical, and Related Services) to CA (General Business). MPC Action: Approved GC General Commercial sector plan and PC (Planned Commercial) zoning, subject to 1 condition.

**HOPE DAVIS** - East side Ebenezer Rd., north of S. Northshore Dr., Commission District 4. Southwest County Sector Plan Amendment from LDR (Low Density Residential), SLPA (Slope Protection Area) and STPA (Stream Protection Area) to C (Commercial), SLPA (Slope Protection Area) and STPA (Stream Protection Area) and Rezoning from A (Agricultural) and F (Floodway) to CA (General Business) and F (Floodway). MPC Action: Approved O (Office), SLPA and

STPA sector plan designation and OB (Office, Medical, and Related Services) and F (Floodway) zoning.  
**TURNER HOMES, LLC** - East side Andes Rd., southwest side Chert Pit Rd., Commission District 3. Rezoning from A (Agricultural) to RA (Low Density Residential). MPC Recommendation: Approve.

**Postponed Earlier**

**HARDIN VALLEY LAND PARTNERS, LLC** - Southeast side Hardin Valley Rd., southwest of Valley Vista Rd., Commission District 6. Rezoning from PC (Planned Commercial) / TO (Technology Overlay) to OB (Office, Medical, and Related Services) / TO (Technology Overlay). MPC Recommendation: Approve.

Thank you for your business. Our commitment to a quality product includes the advertising in our publications. As such, Gannett reserves the right to categorize, edit and refuse certain classified ads. Your satisfaction is important. If you notice errors in your ad, please notify the classified department immediately so that we can make corrections before the second print date. The number to call is 865-637-4111. Allowance may not be made for errors reported past the second print date. The Knoxville News Sentinel may not issue refunds for classified advertising purchased in a package rate; ads purchased on the open rate may be pro-rated for the remaining full days for which the ad did not run.

**AGENDA COMMITTEE MEETING**

**4-P-16-RZ**

**Meeting Date:** 10/05/2016

**Requested By:** Jolie Bonavita,  
COUNTY  
COMMISSION

**Department:** COUNTY COMMISSION

**Requires Expenditure of Funds:** NO                      **Funded in Current Budget:** NO

**Appropriation Required:** NO

---

Information

**CAPTION**

Request of Hardin Valley Land Partners, LLC, for rezoning from PC (Planned Commercial) / TO (Technology Overlay) to OB (Office, Medical, and Related Services) / TO (Technology Overlay). Property located southeast side of Hardin Valley Road, southwest of Valley Vista Road. COMMISSION DISTRICT 6. MPC Recommendation: Recommend the Knox County Commission approve OB (Office, Medical, and Related Services) / TO (Technology Overlay) zoning.(DEFERRED FROM JULY)

---

Attachments

Hardin Valley Land Partners, LLC 4-P-16-RZ

**METROPOLITAN PLANNING COMMISSION  
REPORT OF RECOMMENDATION**

4/26/2016 01:31 PM

FILE NUMBER: 4-P-16-RZ

*APPLICANT:* HARDIN VALLEY LAND PARTNERS, LLC

*APPLICANT'S REQUEST:* REZONING

*FROM:* PC (Planned Commercial) / TO (Technology Overlay)

*TO:* OB (Office, Medical, and Related Services) / TO  
(Technology Overlay)

*MPC RECOMMENDATION:* **Recommend the Knox County Commission approve OB  
(Office, Medical, and Related Services) / TO (Technology  
Overlay) zoning.**

*MPC VOTE COUNT:* 15-0 (Consent)

*LOCATION:* Southeast side Hardin Valley Rd., southwest of Valley Vista  
Rd.

*ACREAGE:* 6 acres

*DISTRICT:* Commission District 6

*MPC HEARING ON:* 4/14/2016

*PUBLISHED IN:* News-Sentinel

*DATE PUBLISHED:* 3/11/2016

*LEGISLATIVE HEARING ON:* 5/23/2016

*PUBLISHED IN:* News-Sentinel

*DATE PUBLISHED:* 4/22/2016

*APPLICANT'S ADDRESS:* William C., Jr. Fulghum  
10330 Hardin Valley Rd  
Suite 201  
Knoxville, TN 37932

*LEGISLATIVE BODY:* Knox County Commission

*Consistent with Sector Plan?* Yes

*Consistent with Growth Plan?* Yes

*TTEDA Approval?* Certificate of Appropriateness approved 4-11-2016.

► **FILE #:** 4-P-16-RZ

**AGENDA ITEM #:** 49

**AGENDA DATE:** 4/14/2016

► **APPLICANT:** HARDIN VALLEY LAND PARTNERS, LLC

OWNER(S): H. E. (Rusty) Bittle, III

TAX ID NUMBER: 103 PART OF 115 MAP ON FILE AT MPC

[View map on KGIS](#)

JURISDICTION: County Commission District 6

STREET ADDRESS:

► **LOCATION:** Southeast side Hardin Valley Rd., southwest of Valley Vista Rd.

► **APPX. SIZE OF TRACT:** 6 acres

SECTOR PLAN: Northwest County

GROWTH POLICY PLAN: Planned Growth Area

ACCESSIBILITY: Access is via Hardin Valley Rd., a minor arterial street with 3 lanes including a center turn lane and 45' of pavement width within 95' of right-of-way.

UTILITIES: Water Source: West Knox Utility District

Sewer Source: West Knox Utility District

WATERSHED: Conner Creek

► **PRESENT ZONING:** PC (Planned Commercial) / TO (Technology Overlay)

► **ZONING REQUESTED:** OB (Office, Medical, and Related Services) / TO (Technology Overlay)

► **EXISTING LAND USE:** Vacant land

► **PROPOSED USE:** Office/residential

EXTENSION OF ZONE: Yes, extension of OB/TO zoning from the south and west

HISTORY OF ZONING: Property was rezoned PC/TO in 2013 (6-D-13-RZ)

SURROUNDING LAND USE AND ZONING: North: Developing commercial - PC (Planned Commercial) / TO (Technology Overlay)

South: Vacant land - OB (Office, Medical & Related Services) / TO

East: Vacant land - A (Agricultural) / TO

West: Apartments - OB (Office, Medical & Related Services) / TO

NEIGHBORHOOD CONTEXT: This area is developing with a mix of residential, office and commercial uses, under A, PR, OB and PC zoning, all within the TO overlay.

**STAFF RECOMMENDATION:**

► **RECOMMEND that County Commission APPROVE OB (Office, Medical & Related Services) / TO (Technology Overlay) zoning.**

OB/TO is a logical extension of zoning from the south. The recommended zoning is compatible with surrounding development and zoning, and is consistent with the sector plan proposal for the area.

**COMMENTS:**

REZONING REQUIREMENTS FROM ZONING ORDINANCES (must meet all of these):

THE PROPOSED AMENDMENT SHALL BE NECESSARY BECAUSE OF SUBSTANTIALLY CHANGED OR CHANGING CONDITIONS IN THE AREA AND DISTRICTS AFFECTED, OR IN THE CITY/COUNTY

GENERALLY:

1. The applicant proposes to extend the OB/TO zoning to the north.
2. The proposal is compatible with surrounding land uses.
3. The proposed zoning change will allow apartment development to serve the nearby community college, as well as providing a location for offices or medium density residential development in close proximity to a major interchange.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH THE INTENT AND PURPOSE OF THE APPLICABLE ZONING ORDINANCE:

1. The requested OB zoning district is intended to provide areas for professional and business offices and related activities that require separate buildings and building groups surrounded by landscaped yards and open areas. The OB zoning district also allows residential development as permitted by the RB zoning district.
2. Based on the above description and intent of OB zoning, this property is appropriate to be rezoned to OB.
3. Depending on the type of development proposed, site plans may be subject to review and approval of a development plan by the Tennessee Technology Corridor Development Authority (TTCDA), since it is located within the TO overlay. MPC would review a development plan if the proposed residential density exceeds 12 du/ac.

THE PROPOSED AMENDMENT SHALL NOT ADVERSELY AFFECT ANY OTHER PART OF THE COUNTY, NOR SHALL ANY DIRECT OR INDIRECT ADVERSE EFFECTS RESULT FROM SUCH AMENDMENT:

1. Public water and sewer utilities are available to the site.
2. With the extension of zoning, the impact on surrounding properties should be minimal. The uses permitted under OB zoning are compatible in scale and intensity to surrounding development and zoning.
3. Any plans for the development of the property should keep disturbance of the terrain and existing mature vegetation to a minimum. Access to the site will need to be coordinated with the development of adjacent parcels.
4. OB/TO zoning is appropriate for this site and will not adversely affect any adjacent properties or other parts of the County.

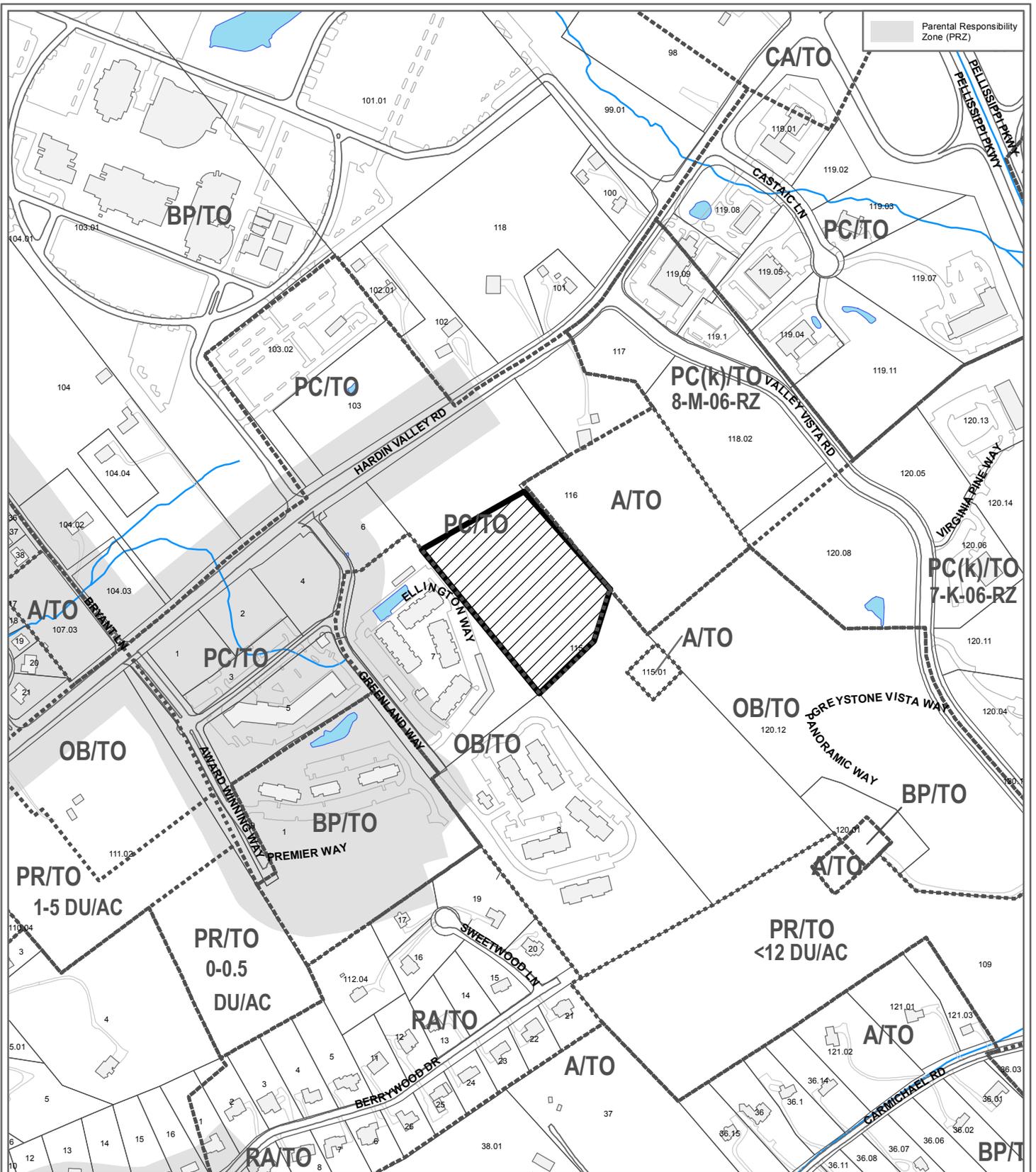
THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH AND NOT IN CONFLICT WITH THE GENERAL PLAN OF KNOXVILLE AND KNOX COUNTY, INCLUDING ANY OF ITS ELEMENTS, MAJOR ROAD PLAN, LAND USE PLAN, COMMUNITY FACILITIES PLAN, AND OTHERS:

1. The Northwest County Sector Plan designates this site as MU-SD (NW-Co5), a mixed use special district that allows consideration of OB zoning..
2. This site is located within the Planned Growth Area on the Knoxville-Knox County-Farragut Growth Policy Plan map.
3. Approval of OB/TO zoning for this site could lead to future similar requests in the area, which may also require sector plan amendments.
4. Because of the property's location within the TO (Technology Overlay), the TTCDA will need to approve a Certificate of Appropriateness for this rezoning. This request is scheduled to be heard by TTCDA on April 11, 2016 (4-B-16-TOR).

ESTIMATED TRAFFIC IMPACT: Not required.

ESTIMATED STUDENT YIELD: Not applicable.

If approved, this item will be forwarded to Knox County Commission for action on 5/23/2016. If denied, MPC's action is final, unless the action to deny is appealed to Knox County Commission. The date of the appeal hearing will depend on when the appeal application is filed. Appellants have 30 days to appeal an MPC decision in the County.



Parental Responsibility Zone (PRZ)

**4-P-16-RZ  
REZONING**

From: PC (Planned Commercial) / TO (Technology Overlay)

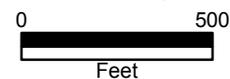
To: OB (Office, Medical, and Related Services) / TO (Technology Overlay)



Petitioner: Hardin Valley Land Partners, LLC

Map No: 103

Jurisdiction: County



Original Print Date: 3/21/2016

Revised:

Metropolitan Planning Commission \* City / County Building \* Knoxville, TN 37902

# Draft Minutes

## April 14, 2016

1:30 P.M. ♦ Small Assembly Room ♦ City County Building

The Metropolitan Planning Commission met in regular session on APRIL 14, 2016 at 1:30 p.m. in the Main Assembly Room, City/County Building, and Knoxville, Tennessee. Members:

### 1. ROLL CALL, INVOCATION AND PLEDGE OF ALLEGIANCE

- |                             |                          |
|-----------------------------|--------------------------|
| Ms. Rebecca Longmire, Chair | Mr. Len Johnson          |
| Mr. Herb Anders             | Mr. Michael Kane         |
| Mr. Bart Carey, Vice Chair  | Mr. Charles F. Lomax, Jr |
| Ms. Laura Cole              | Mr. Jeff Roth            |
| Mr. Art Clancy              | Mr. Jack Sharp           |
| Mr. Mike Crowder            | Mr. Scott Smith          |
| Ms. Elizabeth Eason         | Ms. Janice Tocher        |
| Mr. Mac Goodwin             |                          |

\* Arrived late to the meeting. \*\* Left early in the meeting  
A – Absent from the meeting

#### Agenda Item No.

#### MPC File No.

\* **49. HARDIN VALLEY LAND PARTNERS, LLC** **4-P-16-RZ**

Southeast side Hardin Valley Rd., southwest of Valley Vista Rd., Commission District 6. Rezoning from PC (Planned Commercial) / TO (Technology Overlay) to OB (Office, Medical, and Related Services) / TO (Technology Overlay).

STAFF RECOMMENDATION: RECOMMEND that County Commission APPROVE OB (Office, Medical & Related Services) / TO (Technology Overlay) zoning.

THIS ITEM WAS APPROVED ON CONSENT EARLIER IN THE MEETING.

**MOTION (CLANCY) AND SECOND (JOHNSON) WERE MADE TO APPROVE CONSENT ITEMS AS READ. MOTION CARRIED 15-0. APPROVED.**

DB Fee

KNOXVILLE-KNOX COUNTY

# M P C METROPOLITAN PLANNING COMMISSION

T E N N E S S E E

Suite 403 • City County Building  
400 Main Street  
Knoxville, Tennessee 37902  
865 • 215 • 2500  
F A X • 215 • 2068  
www.knoxmpc.org

## REZONING

## PLAN AMENDMENT

Name of Applicant: Hardin Valley Land Partners, LLC  
Date Filed: 02/29/2016 Meeting Date: 4/14/2016  
Application Accepted by: M. Payne  
Fee Amount: 3200.00 File Number: Rezoning 4-P-16-RZ  
Fee Amount: — File Number: Plan Amendment —

### PROPERTY INFORMATION

Address: 0 Hardin Valley Road  
General Location: West of Pellissippi Parkway, South of Hardin Valley Road, and across from Pellissippi Community College  
Parcel ID Number(s): 103115  
Tract Size: 23.3 Acres (Only 6 Acres being Rezoned)  
Existing Land Use: Fields and woods  
Planning Sector: Northwest County  
Growth Policy Plan: Planned Growth  
Census Tract: 59.05  
Traffic Zone: 237  
Jurisdiction:  City Council \_\_\_\_\_ District  
 County Commission 6 District

### Requested Change REZONING

FROM: PC/TO  
TO: OB/TO

### PLAN AMENDMENT

One Year Plan  \_\_\_\_\_ Sector Plan  
FROM: \_\_\_\_\_  
TO: \_\_\_\_\_

### PROPOSED USE OF PROPERTY

\_\_\_\_\_  
\_\_\_\_\_  
Density Proposed \_\_\_\_\_ Units/Acre  
Previous Rezoning Requests: \_\_\_\_\_  
\_\_\_\_\_

### PROPERTY OWNER OPTION HOLDER

PLEASE PRINT  
Name: Mr. Rusty Bittle  
Company: Hardin Valley Land Partners, LLC  
Address: 10784 Hardin Valley Road  
City: Knoxville State: TN Zip: 37932  
Telephone: (865) 670-7426  
Fax: \_\_\_\_\_  
E-mail: rusty@hardinvalleyland.com

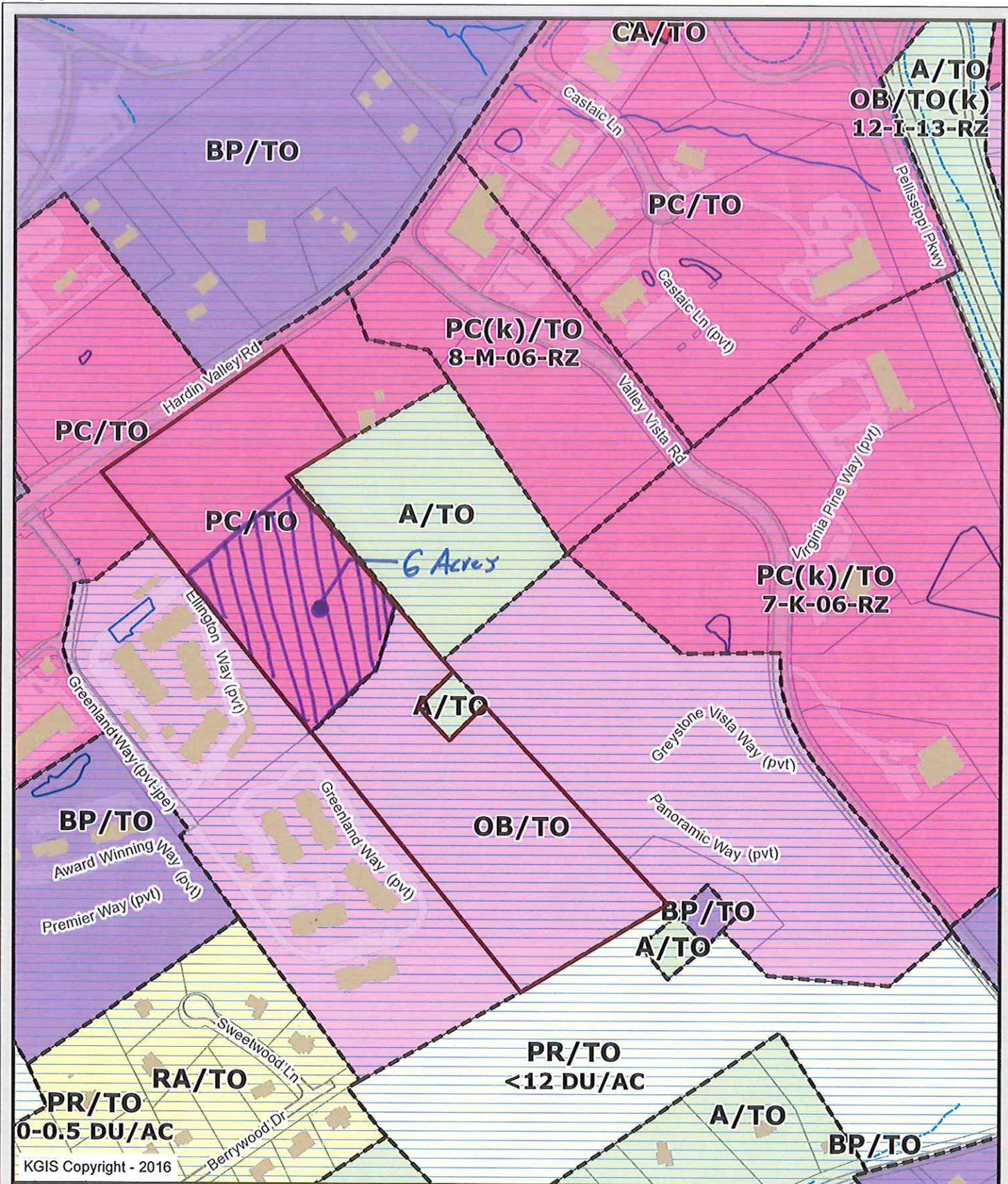
### APPLICATION CORRESPONDENCE

All correspondence relating to this application should be sent to:  
PLEASE PRINT  
Name: William C. Fulghum, Jr., P.E.  
Company: Fulghum, MacIndoe & Associates  
Address: 10330 Hardin Valley Rd., Suite 201  
City: Knoxville State: TN Zip: 37932  
Telephone: (865) 690-6419  
Fax: (865) 690-6448  
E-mail: fulghum@fulghummacindoe.com

### APPLICATION AUTHORIZATION

I hereby certify that I am the authorized applicant, representing ALL property owners involved in this request or holders of option on same, whose signatures are included on the back of this form.  
Signature: [Signature]  
PLEASE PRINT  
Name: Mr. Rusty Bittle  
Company: Hardin Valley Land Partners, LLC  
Address: 10784 Hardin Valley Road  
City: Knoxville State: TN Zip: 37932  
Telephone: (865) 670-7426  
E-mail: rusty@hardinvalleyland.com



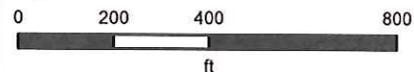


Letter Portrait

Knoxville - Knox County - KUB Geographic Information System



Printed: 2/29/2016 at 2:09:13 PM



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Phone: (865) 342-6515

Email: Louise.Watkins@knoxnews.com

> Account Information

Date: 04/20/16  
Account Number: 237952 (KC03787)  
Company Name: MET. PLAN. COMM.  
Contact Name:  
Email: susan.taylor@knoxmpc.org  
Address: 400 MAIN AVENUE SU 403, KNOXVILLE, TN, 37902  
Phone: (865) 215-2506 Fax: 2152068

> Insertion Information

This is a proof of your ad scheduled to run on the dates indicated below.  
Please confirm placement prior to deadline by contacting your account rep at (865) 342-6515 .  
Ad Id: 1054349 P.O. Number: Total Cost: \$125.28  
Tag Line: PUBLIC NOTICE The following items wi  
Start Date: 04/22/16 Stop Date: 04/22/16  
Number of Times: 1 Class: 16160 - Miscellaneous Notice  
Publications: KN-Knoxville News Sentinel, KN-Internet - knoxnews.com

> Ad Proof

I agree this ad is accurate and as ordered.

**PUBLIC NOTICE**

The following items will be considered by the Board of County Commissioners on Monday, May 23, 2016, at 7:00 p.m. in the Main Assembly Room, City County Bldg, 400 Main St., Knoxville, TN. Data pertinent to these items may be seen in MPC's office, Fourth Fl. of the City County Bldg., Main St., Knoxville, TN. Knox County does not discriminate on the basis of disability in its provision of services, programs, activities or benefits. If you need assistance or accommodation for a disability, please contact the ADA office at 215-2952 & we will be glad to work with you in obliging any reasonable request.

**Plan Amendment/Rezoning**

**UNIQUE BY NATURE** - Northwest side Walker Springs Rd., west of N. Galaher View Rd., Commission District 3. Rezoning from RA (Low Density Residential) and F (Floodway) to CA (General Business) and F (Floodway). MPC Recommendation: Approve.

**FRANCOIS BOLDUC** - West side Brandville Rd., south of Millertown Pike, Commission District 8. Rezoning from A (Agricultural) to RA (Low Density Residential). MPC Recommendation: Approve.

**VICTOR JERNIGAN** - Southwest side Canton Hollow Rd., northwest of Alysun Nikole Dr. Commission District 5. Rezoning from A (Agricultural) to PR (Planned Residential). MPC Recommendation: Approve PR at 5 du/ac.

**LONGBOAT LAND CO., LLC** - South side Clinton Hwy., west of W. Beaver Creek Dr., Commission District 6. Northwest County Sector Plan Amendment from MDR (Medium Density Residential) to C (Commercial) and Rezoning From CA (General Business) to CB

(Business and Manufacturing). MPC Action: Adopt Commercial plan designation and approve CB zoning.  
**HARDIN VALLEY LAND PARTNERS, LLC** - Southeast side Hardin Valley Rd., southwest of Valley Vista Rd., Commission District 6. Rezoning from PC (Planned Commercial) / TO (Technology Overlay) to OB (Office, Medical, and Related Services) / TO (Technology Overlay). MPC Recommendation: Approve.

Thank you for your business. Our commitment to a quality product includes the advertising in our publications. As such, Journal Media Group reserves the right to categorize, edit and refuse certain classified ads. Your satisfaction is important. If you notice errors in your ad, please notify the classified department immediately so that we can make corrections before the second print date. The number to call is 865-637-4111. Allowance may not be made for errors reported past the second print date. The Knoxville News Sentinel may not issue refunds for classified advertising purchased in a package rate; ads purchased on the open rate may be pro-rated for the remaining full days for which the ad did not run.

**AGENDA COMMITTEE MEETING**

**8-B-16-RZ**

**Meeting Date:** 10/05/2016  
**Requested By:** Bettyjo Mahan,  
METROPOLITAN  
PLANNING COMMISSION  
**Department:** METROPOLITAN PLANNING COMMISSION  
**Requires Expenditure of Funds:** NO **Funded in Current Budget:** NO  
**Appropriation Required:** NO

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Information

CAPTION

Request of HM Properties, GP, for rezoning from A (Agricultural) and F (Floodway) to PR (Planned Residential) at 2 dwelling units per acre and F (Floodway). Property located northeast side of Harvey Road northwest of Mallard Bay Drive. COMMISSION DISTRICT 5. MPC Recommendation: Recommend the Knox County Commission approve PR (Planned Residential) zoning at a density up to 2 dwelling units per acre, subject to 2 conditions. (DEFERRED FROM SEPTEMBER)

---

Attachments

HM Properties, GP 8-B-16-RZ

**METROPOLITAN PLANNING COMMISSION  
REPORT OF RECOMMENDATION**

8/17/2016 03:26 PM

FILE NUMBER: 8-B-16-RZ

*APPLICANT:* HM PROPERTIES, GP

*APPLICANT'S REQUEST:* REZONING

*FROM:* A (Agricultural) and F (Floodway)

*TO:* PR (Planned Residential) and F (Floodway)

*AT A DENSITY OF:* 2 du/ac

*MPC RECOMMENDATION:* **Recommend the Knox County Commission approve PR (Planned Residential) zoning at a density up to 2 dwelling units per acre, subject to 2 conditions.**

*MPC VOTE COUNT:* 14-0-1

*LOCATION:* Northeast side Harvey Rd., northwest of Mallard Bay Dr.

*ACREAGE:* 15.2 acres

*DISTRICT:* Commission District 5

*MPC HEARING ON:* 8/11/2016

*PUBLISHED IN:* News-Sentinel

*DATE PUBLISHED:* 7/8/2016

*LEGISLATIVE HEARING ON:* 9/26/2016

*PUBLISHED IN:* News-Sentinel

*DATE PUBLISHED:* 8/25/2016

*APPLICANT'S ADDRESS:* HM Properties, GP  
2099 Thunderhead Rd  
Suite 204  
Knoxville, TN 37922

*LEGISLATIVE BODY:* Knox County Commission

*Consistent with Sector Plan?* Yes

*Consistent with Growth Plan?* Yes

▶ **FILE #:** 8-B-16-RZ

**AGENDA ITEM #:** 29

**AGENDA DATE:** 8/11/2016

▶ **APPLICANT:** HM PROPERTIES, GP

OWNER(S): HM Properties, GP

TAX ID NUMBER: 162 02941,04701,04706,04707 162-04708

[View map on KGIS](#)

JURISDICTION: County Commission District 5

STREET ADDRESS: 1120 Harvey Rd

▶ **LOCATION:** Northeast side Harvey Rd., northwest of Mallard Bay Dr.

▶ **APPX. SIZE OF TRACT:** 15.2 acres

SECTOR PLAN: Southwest County

GROWTH POLICY PLAN: Planned Growth Area

ACCESSIBILITY: Access is via Harvey Rd., a major collector street with 21' of pavement width within 50' of right-of-way.

UTILITIES: Water Source: First Knox Utility District

Sewer Source: First Knox Utility District

WATERSHED: Turkey Creek

▶ **PRESENT ZONING:** A (Agricultural) and F (Floodway)

▶ **ZONING REQUESTED:** PR (Planned Residential) and F (Floodway)

▶ **EXISTING LAND USE:** Vacant land

▶ **PROPOSED USE:** Detached residential development

**DENSITY PROPOSED:** 2 du/ac

EXTENSION OF ZONE: Yes, adjacent to PR to the south and west

HISTORY OF ZONING: A rezoning request for PR at up to 4 du/ac was recommended for approval by MPC on 6/11/15 (6-F-15-RZ), but was withdrawn before being considered by the Knox County Commission.

SURROUNDING LAND USE AND ZONING: North: Railroad right-of-way / Farragut Town Limits

South: Lake and residential subdivision / PR (Planned Residential) @ 1-2.4 du/ac

East: Houses and lake / A (Agricultural)

West: Commercial development, Harvey Rd., residential subdivision / PR (Planned Residential) @ 1-3 du/ac

NEIGHBORHOOD CONTEXT: With the exception of the small commercial node to the west of the subject property, developed under PR zoning, the surrounding area is developed entirely with agricultural and rural to low density residential development under A, PR and RA zoning in Knox County and various residential zones applicable in the Town of Farragut to the north.

**STAFF RECOMMENDATION:**

▶ **RECOMMEND that County Commission APPROVE PR (Planned Residential) and F (Floodway) zoning at a density of up to 2 du/ac, subject to two conditions.**

1. Prior to Knox County Commission's earliest consideration of this matter on September 26, 2016, the applicant must provide adequate documentation from First Knox Utility District (FUD) to provide a minimum 40 foot wide easement through their property for the applicant to access the proposed development, as shown on the attached plan provided by the applicant. MPC and Knox County Engineering staff will have to determine whether this condition is met prior to the Knox County Commission meeting. If it is determined that it is adequately addressed, then this condition may be removed by Knox County Commission before final approval of the rezoning request. If the condition is not met, the request should be either postponed or denied.
2. Applicant will be required to work with the Knox County Greenways Coordinator to provide a greenway easement along the Harvey Rd. frontage. This easement will need to be shown on the development plan submitted for consideration by MPC.

With the above conditions, PR is an appropriate zone for residential development of this site and is consistent with the sector plan proposal for the property. The proposed density is compatible with the surrounding development pattern and zoning.

**COMMENTS:**

Staff is recommending the first condition because, currently, the applicant does not have the ability to provide legal access for the proposed development. Staff is of the opinion that the property should not be rezoned unless it is certain that sufficient legal access to the site can be provided. First Knox Utility District (FUD) currently owns and controls property through which access must be provided to this proposed development (Parcel 162-02941). The applicant will need to provide appropriate documentation from FUD showing that they will allow an easement through their property to access the proposed development. The Knox County Greenway coordinator has indicated that a future greenway is proposed along the northeast side of Harvey Rd. in this area. The second condition requires the applicant to provide a greenway easement as part of the development plan proposal.

**REZONING REQUIREMENTS FROM ZONING ORDINANCES (must meet all of these):**

THE PROPOSED AMENDMENT SHALL BE NECESSARY BECAUSE OF SUBSTANTIALLY CHANGED OR CHANGING CONDITIONS IN THE AREA AND DISTRICTS AFFECTED, OR IN THE CITY/COUNTY GENERALLY:

1. PR is the most appropriate residential zone that can be considered for this site. The proposed density is compatible with the surrounding development and zoning pattern.
2. The requested PR zoning and density is consistent with the sector plan proposal for the site and the site is designated as Planned Growth Area on the Knoxville-Knox County-Farragut Growth Policy Plan map.
3. PR zoning will require MPC approval of a development plan as a use on review prior to construction on the site.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH THE INTENT AND PURPOSE OF THE APPLICABLE ZONING ORDINANCE:

1. PR zoning is intended to provide optional methods of land development which encourage more imaginative solutions to environmental design problems. Residential areas thus established would be characterized by a unified building and site development program, open space for recreation and provision for commercial, religious, educational and cultural facilities which are integrated with the total project by unified architectural and open space treatment.
2. Additionally, the zoning states that each development shall be compatible with the surrounding or adjacent zones. Such compatibility shall be determined by the Planning Commission by review of development plans. Staff maintains that PR is the most appropriate zone for proposed development of this site.

THE PROPOSED AMENDMENT SHALL NOT ADVERSELY AFFECT ANY OTHER PART OF THE COUNTY, NOR SHALL ANY DIRECT OR INDIRECT ADVERSE EFFECTS RESULT FROM SUCH AMENDMENT:

1. PR zoning at the recommended density will allow reasonable use of the property for residential development, while maintaining compatibility with surrounding development and zoning.
2. The applicant has submitted the attached development plan with the rezoning materials. This plan shows 10 lots for detached dwellings on a total of 15.2 acres. However, only acreage above the 820 contour may be counted toward density because of the development constraints on land below it. The development plan indicates that 8.7 acres are above the 820 contour, which results in a proposed density of 1.15 du/ac.
3. The following approximations are based on the concept plan's reported acreage of 8.7 acres above the 820 contour, which is the land that may be counted toward density. At the recommended density up to 2 du/ac, up to 17 dwelling units could be proposed for the site. That number of detached units would add approximately 203 vehicle trips per day to the street system and would add approximately 11 children under the age of 18 to the school system.
4. PR zoning at the recommended density is compatible with surrounding development and should have a minimal impact on adjacent properties.
5. Harvey Rd. is classified as a major collector street and has adequate pavement width of more than 20 feet

to accommodate the proposed residential development. Access to the development is proposed to Harvey Rd., south of the commercial development, partly within an FUD-owned property containing a pump station. Adequate sight distance on Harvey Rd. from the access drive will need to be verified on the development plan. Harvey Rd. has a posted speed limit of 30 mph, meaning that 300 feet of clear sight distance is required. A previous engineering study associated with a rezoning request from last year (6-F-15-RZ) verified that sight distance is adequate.

5. Public water and sanitary sewer utilities are available in the area, but may need to be extended to serve the site.

6. Staff has concerns about the proposed proximity of residential structures to a heavily-used rail line (30 plus trains per day). In the unlikely event that a derailment, chemical spill or other catastrophe occurred in the area, these units and the persons living in them would be especially susceptible to harm. Care should be taken to locate the units as far from the rail line as possible. The stretch of railroad right-of-way adjacent to the subject property also has two parallel rail lines within it, where trains stop to allow trains heading in the opposite direction to pass before proceeding. Therefore, trains will frequently stop and idle in this area, causing longer periods of time with noise impact generated by adjacent train operations.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH AND NOT IN CONFLICT WITH THE GENERAL PLAN OF KNOXVILLE AND KNOX COUNTY, INCLUDING ANY OF ITS ELEMENTS, MAJOR ROAD PLAN, LAND USE PLAN, COMMUNITY FACILITIES PLAN, AND OTHERS:

1. The Southwest County Sector Plan designates this site for low density residential uses, consistent with PR zoning at up to 5 du/ac.

2. The site is located within the Planned Growth Area on the Knoxville-Knox County-Farragut Growth Policy Plan map.

3. This request may lead to future requests for PR zoning in the future on other A-zoned properties in the area, consistent with the sector plan proposal.

Upon final approval of the rezoning, the developer will be required to submit a concept plan/use on review development plan prior to the property's development. The plan will show the property's proposed lot pattern and street network and will also identify the types of residential units that may be constructed. Grading and drainage plans may also be required at this stage, if deemed necessary by Knox County Engineering and MPC staff.

ESTIMATED TRAFFIC IMPACT: 203 (average daily vehicle trips)

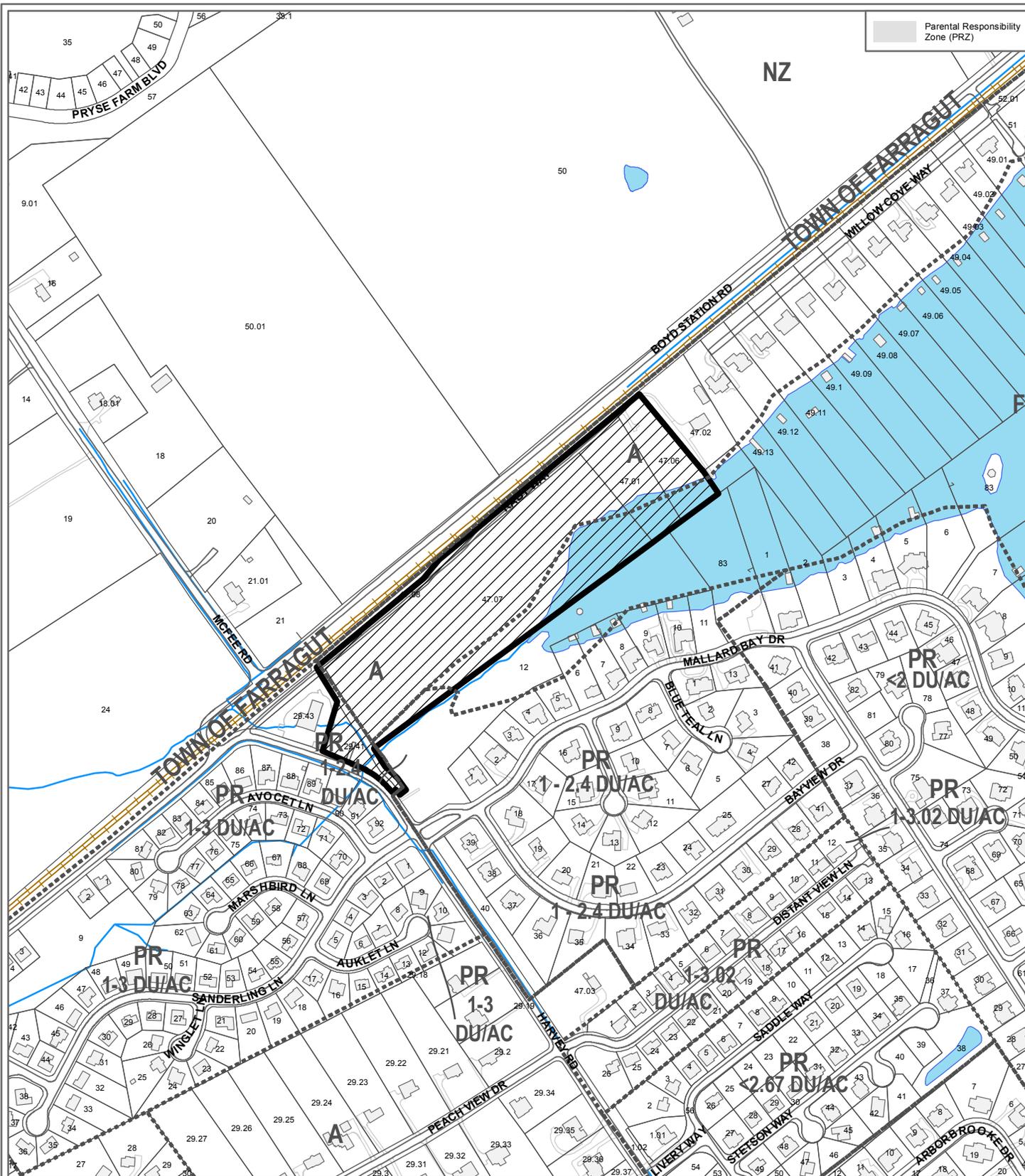
Average Daily Vehicle Trips are computed using national average trip rates reported in the latest edition of "Trip Generation," published by the Institute of Transportation Engineers. Average Daily Vehicle Trips represent the total number of trips that a particular land use can be expected to generate during a 24-hour day (Monday through Friday), with a "trip" counted each time a vehicle enters or exits a proposed development.

ESTIMATED STUDENT YIELD: 11 (public and private school children, ages 5-18 years)

Schools affected by this proposal: Farragut Primary/Intermediate, Farragut Middle, and Farragut High.

- School-age population (ages 5–18) is estimated by MPC using data from a variety of sources.
- While most children will attend public schools, the estimate includes population that may be home-schooled, attend private schools at various stages of enrollment, or drop out of the public system.
- Students are assigned to schools based on current attendance zones as determined by Knox County Schools. Zone boundaries are subject to change.
- Estimates presume full build-out of the proposed development. Build-out is subject to market forces, and timing varies widely from proposal to proposal.
- Student yields from new development do not reflect a net addition of children in schools. Additions occur incrementally over the build-out period. New students may replace current population that ages through the system or moves from the attendance zone.
- School capacities are subject to change by Knox County Schools through building additions, curriculum or scheduling changes, or amendments to attendance zone boundaries.

If approved, this item will be forwarded to Knox County Commission for action on 9/26/2016. If denied, MPC's action is final, unless the action to deny is appealed to Knox County Commission. The date of the appeal hearing will depend on when the appeal application is filed. Appellants have 30 days to appeal an MPC decision in the County.



**8-B-16-RZ  
REZONING**

From: A (Agricultural) and F (Floodway)

To: PR (Planned Residential) and F (Floodway)



Original Print Date: 7/20/2016  
 Metropolitan Planning Commission \* City / County Building \* Knoxville, TN 37902

Revised:

Petitioner: HM Properties, GP

Map No: 162

Jurisdiction: County





Concept		Final		Use On Review		Variance		Exempt Plat		Rezoning		x
---------	--	-------	--	---------------	--	----------	--	-------------	--	----------	--	---

## Addressing Street/ Road and Subdivision Name Review

Subdivision names and all street names must conform to the Knoxville/Knox County Street Naming, Addressing Ordinance and Subdivision Regulations and the Administrative Rules of the Planning Commission.

These corrections **MUST** be made before the addressing staff, can sign-off on the S/D plat.

Plats **MUST** be signed before plat is certified for recording. The Addressing Department will sign-off before or after the MPC Meeting.

Web Site: [www.knoxmpc.org](http://www.knoxmpc.org) has list of existing street names and list of available street names.

Date Submitted To Addressing for Review		Owner Developer Applicant	Doug Hodge	Surveyor Architect Engineer Applicant	Same	Phone	865 755 8066
						Fax email	
Subdivision Name	<b>8-B-16-RZ</b>			Unit or Phase		Tax ID	

Street / Road Name	1. Duplication / Phonetic 2. Existing Road 3. Needs Correction 4. Does not conform to Addressing Regulations	Results of Review	Date Added to Reserve File	Approved Denied Pending correction
	<b>Addressing Note:</b>	<b>Recorded JPE is currently named</b>		
		<b>“ RABY WAY”</b>		
Harvey Rd				
Boyd Station Rd				
Raby Way				

\*MPC does reserve the right to modify these comments as new information comes to our attention from field review and/or requirements from other government review agencies.

			Date Completed		Reviewed by	Donna Hill 215 3872	Date Completed	11July16
--	--	--	----------------	--	-------------	------------------------	----------------	----------

[addressing@knoxmpc.org](mailto:addressing@knoxmpc.org) / [donna.hill@knoxmpc.org](mailto:donna.hill@knoxmpc.org) fax 215 2237

## Metropolitan Planning Commission ADDRESSING DEPARTMENT

# Draft Minutes

## August 11, 2016

**1:30 P.M. ♦ Small Assembly Room ♦ City County Building**

The Metropolitan Planning Commission met in regular session on AUGUST 11, 2016 at 1:30 p.m. in the Main Assembly Room, City/County Building, and Knoxville, Tennessee. Members:

### 1. ROLL CALL, INVOCATION AND PLEDGE OF ALLEGIANCE

- |                             |                          |
|-----------------------------|--------------------------|
| Ms. Rebecca Longmire, Chair | Mr. Len Johnson          |
| Mr. Herb Anders             | Mr. Charles F. Lomax, Jr |
| Ms. Gayle Bustin            | Mr. Patrick Phillips     |
| Ms. Laura Cole              | Mr. Jeff Roth            |
| Mr. Art Clancy              | Mr. Scott Smith          |
| Mr. Mike Crowder            | Mr. Charles Thomas       |
| Ms. Elizabeth Eason         | Ms. Janice Tocher        |
| Mr. Mac Goodwin             |                          |

\* Arrived late to the meeting. \*\* Left early in the meeting  
A – Absent from the meeting

---

#### **Agenda Item No.**

#### **MPC File No.**

\* **29. HM PROPERTIES, GP**

**8-B-16-RZ**

Northeast side Harvey Rd., northwest of Mallard Bay Dr., Commission District 5. Rezoning from A (Agricultural) and F (Floodway) to PR (Planned Residential) and F (Floodway).

STAFF RECOMMENDATION: RECOMMEND that County Commission APPROVE PR (Planned Residential) and F (Floodway) zoning at a density of up to 2 du/ac, subject to two conditions.

THIS ITEM WAS APPROVED ON CONSENT EARLIER IN THE MEETING.

**MOTION (CLANCY) AND SECOND (JOHNSON) WERE MADE TO APPROVE CONSENT ITEMS AS READ EXCLUDING ITEM 10. MOTION CARRIED 14-0-1. APPROVED.**

**REZONING**       **PLAN AMENDMENT**

Name of Applicant: HM Properties, GP

Date Filed: 6/26/16      Meeting Date: 8/17/16

Application Accepted by: Thomas Brechler

Fee Amount: \$1360.00      File Number: Rezoning 8-B-16-RZ

Fee Amount: —      File Number: Plan Amendment —



**PROPERTY INFORMATION**

Address: 1112 Harvey Road  
General Location: Corner of Harvey Rd & Boyd Station

Parcel ID Number(s): 47.01/47.06/47.07/47.08  
29.41

Tract Size: 15.2

Existing Land Use: Unused land

Planning Sector: Southwest County

Growth Policy Plan: Planned Growth

Census Tract: 58.12/1

Traffic Zone: 243

Jurisdiction:  City Council \_\_\_\_\_ District  
 County Commission 5 District

**Requested Change**

**REZONING**

FROM: A: Agricultural + F (Floodway)

TO: PR: Planned Residential + F (Floodway)

**PLAN AMENDMENT**

One Year Plan     \_\_\_\_\_ Sector Plan

FROM: \_\_\_\_\_

TO: \_\_\_\_\_

**PROPOSED USE OF PROPERTY**

10 lot subdivision

Density Proposed 2 Units/Acre

Previous Rezoning Requests: 26 lot subdivision / John Huber

**PROPERTY OWNER**     **OPTION HOLDER**

PLEASE PRINT  
Name: Doug Hodge / Scott McPherson

Company: HM Properties, GP

Address: 2099 Thunderhead Rd Ste 204

City: Knoxville State: TN Zip: 37922

Telephone: 865-755-8066

Fax: \_\_\_\_\_

E-mail: dhodge@dshassociates.com

**APPLICATION CORRESPONDENCE**

All correspondence relating to this application should be sent to:

PLEASE PRINT  
Name: Doug Hodge

Company: HM Properties, GP

Address: 2099 Thunderhead Rd Ste 204

City: Knoxville State: TN Zip: 37922

Telephone: 865-755-8066

Fax: \_\_\_\_\_

E-mail: dhodge@dshassociates.com

**APPLICATION AUTHORIZATION**

I hereby certify that I am the authorized applicant, representing ALL property owners involved in this request or holders of option on same, whose signatures are included on the back of this form.

Signature: Douglas Hodge

PLEASE PRINT  
Name: Doug Hodge

Company: HM Properties, LLC

Address: 2099 Thunderhead Rd, Ste 204

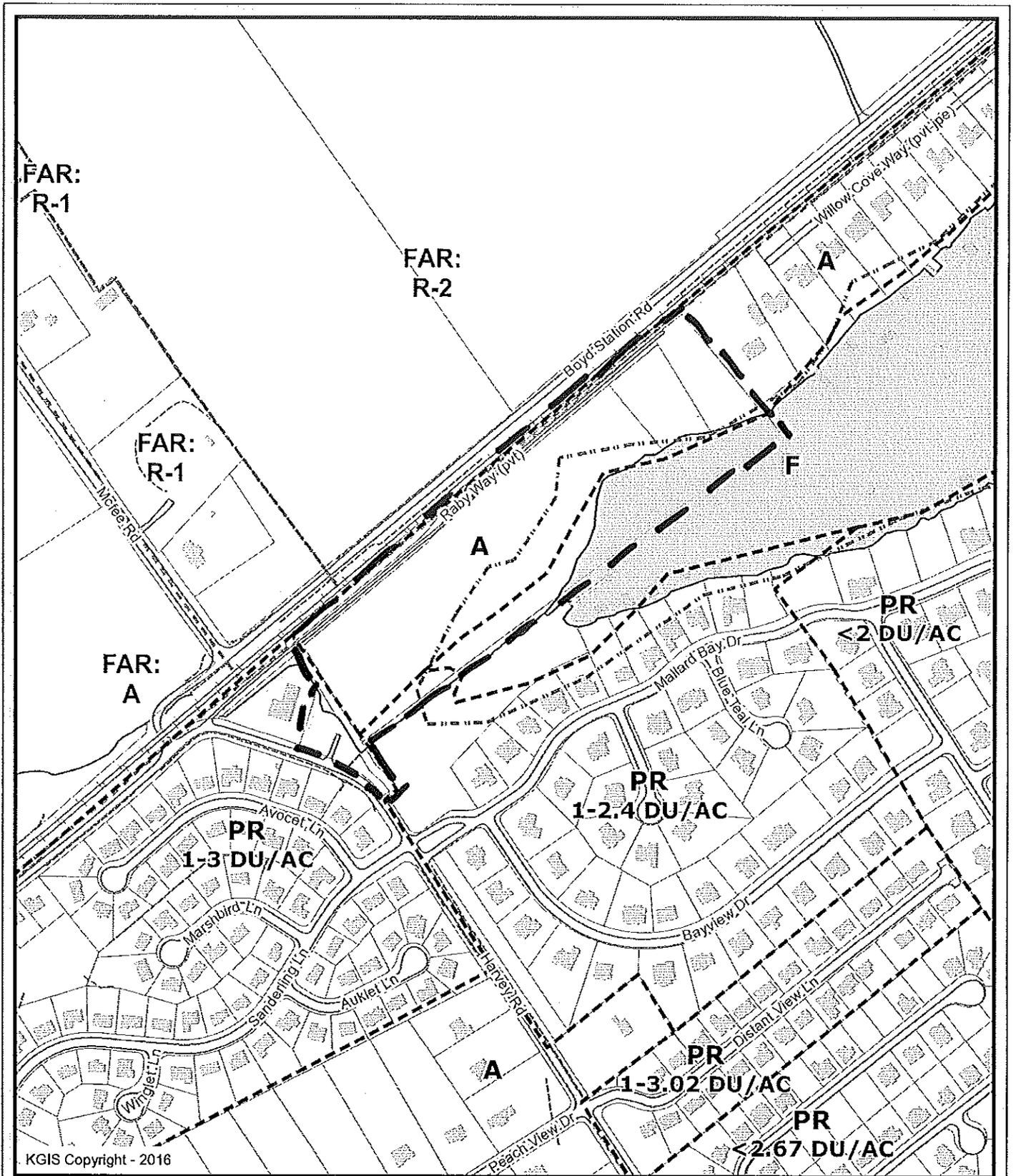
City: Knoxville State: TN Zip: 37922

Telephone: 865-755-8066

E-mail: dhodge@dshassociates.com





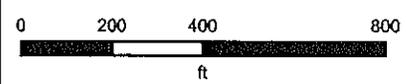


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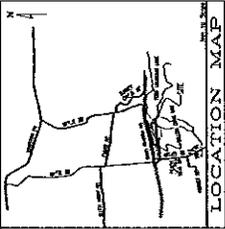
### Letter Portrait

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- NOTES**
1. ALL DIMENSIONS ARE BASED ON THE FINAL PLAN.
  2. ALL DIMENSIONS ARE BASED ON THE CENTERLINE OF THE ROAD.
  3. ALL DIMENSIONS ARE BASED ON THE CENTERLINE OF THE ROAD.
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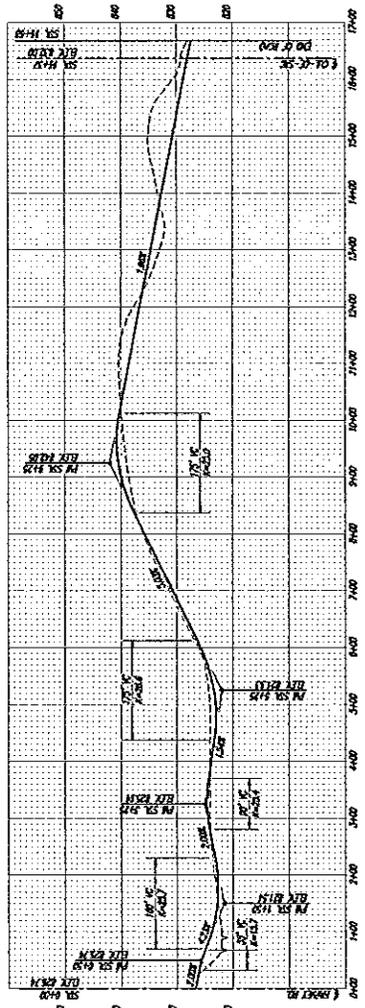
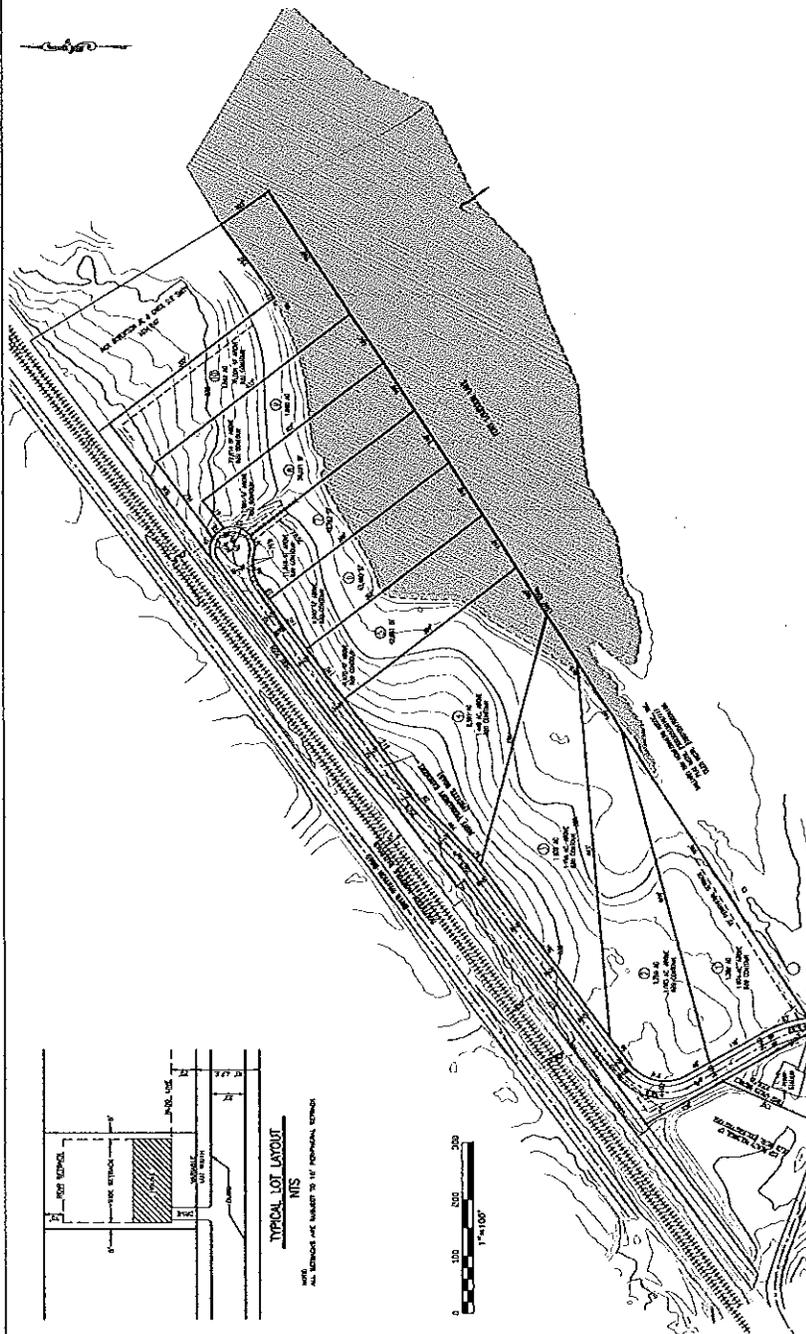


**OWNER PARCEL #7.07**  
**JASON C. RAUB**  
 10000 N. W. 10TH AVE.  
 MIAMI, FL 33150

**OWNER PARCEL #7.01 & #7.05**  
**ANDRALL W. WRIGHT**  
 10000 N. W. 10TH AVE.  
 MIAMI, FL 33150

**OWNER PARCEL #9.41**  
**DSB & ASSOCIATES, LLC**  
 10000 N. W. 10TH AVE.  
 MIAMI, FL 33150

**PROJECT NO. 24698-SP**



**CONCEPT AND DEVELOPMENT PLAN & ROAD PROFILES FOR**  
**DSB & ASSOCIATES, LLC**  
 10000 N. W. 10TH AVE., GRS. 47.07, 47.05  
 MIAMI, FL 33150

**SCALE:** AS NOTED  
**DATE:** 08/14/16

**DESIGNER:** JASON C. RAUB  
**CHECKED:** ANDRALL W. WRIGHT

**PROJECT NO. 24698-SP**

**DATE:** 08/14/16

**SCALE:** AS NOTED

**DATE:** 08/14/16

**DESIGNER:** JASON C. RAUB  
**CHECKED:** ANDRALL W. WRIGHT

Sales Rep: Louise Watkins (K3405)

Phone: (865) 342-6515

Email: Louise.Watkins@knoxnews.com

> Account Information

Date: 08/23/16  
Account Number: 237952 (KC03787)  
Company Name: MET. PLAN. COMM.  
Contact Name:  
Email: susan.taylor@knoxmpc.org  
Address: 400 MAIN AVENUE SU 403, KNOXVILLE, TN, 37902  
Phone: (865) 215-2506 Fax: 2152068

> Insertion Information

This is a proof of your ad scheduled to run on the dates indicated below.  
Please confirm placement prior to deadline by contacting your account rep at (865) 342-6515 .  
Ad Id: 1239294 P.O. Number: Total Cost: \$110.16  
Tag Line: PUBLIC NOTICE The following items wi  
Start Date: 08/25/16 Stop Date: 08/25/16  
Number of Times: 1 Class: 16250 - Public Notices  
Publications: KN-Knoxville News Sentinel, KN-Internet - knoxnews.com

> Ad Proof

I agree this ad is accurate and as ordered.

**PUBLIC NOTICE**

The following items will be considered by the Board of County Commissioners on Monday, September 26, 2016, at 7:00 p.m. in the Main Assembly Room, City County Bldg, 400 Main St., Knoxville, TN. Data pertinent to these items may be seen in MPC's office, Fourth Fl. of the City County Bldg., Main St., Knoxville, TN. Knox County does not discriminate on the basis of disability in its provision of services, programs, activities or benefits. If you need assistance or accommodation for a disability, please contact the ADA office at 215-2952 & we will be glad to work with you in obliging any reasonable request.

**Plans/Rezoning**

**HOMESTEAD LAND HOLDINGS, LLC** - Southwest side of Hardin Valley Rd., East of Marietta Church Rd. Northwest County Sector Plan Amendment from AG/RR (Agricultural/Rural Residential) to LDR (Low Density Residential) and rezoning from A (Agricultural) to PR (Planned Residential) up to 2 du/ac. Commission District 6, Northwest County Sector. MPC Action: Approved LDR and PR at density up to 2 du/ac.

**HM PROPERTIES, GP** - Northeast side Harvey Rd., northwest of Mallard Bay Dr. Rezoning from A (Agricultural) and F (Floodway) to PR (Planned Residential) and F (Floodway). Commission District 5, Southwest County Sector. MPC Recommendation: Approve PR and F at a density up to 2 du/ac subject to 2 conditions.

**Appeal of MPC Decision**

Appeal by Mesana Investments, LLC, applicant, of MPC denial of rezoning from RB (General Residential) to PR (Planned Residential) on property located the northwest side Ball Rd., southwest of Zion Ln. Commission District 6, Northwest County Sector. MPC File No. 7-N-16-RZ

Thank you for your business. Our commitment to a quality product includes the advertising in our publications. As such, Gannett reserves the right to categorize, edit and refuse certain classified ads. Your satisfaction is important. If you notice errors in your ad, please notify the classified department immediately so that we can make corrections before the second print date. The number to call is 865-637-4111. Allowance may not be made for errors reported past the second print date. The Knoxville News Sentinel may not issue refunds for classified advertising purchased in a package rate; ads purchased on the open rate may be pro-rated for the remaining full days for which the ad did not run.

**AGENDA COMMITTEE MEETING**

**7-N-16-RZ**

**Meeting Date:** 10/05/2016

**Requested By:** Bettyjo Mahan,  
METROPOLITAN  
PLANNING COMMISSION

**Department:** METROPOLITAN PLANNING COMMISSION

**Requires Expenditure of Funds:** NO **Funded in Current Budget:** NO

**Appropriation Required:** NO

---

Information

CAPTION

Appeal by Scott Davis, Mesana Investments, LLC, applicant, of MPC denial of rezoning from RB (General Residential) to PR (Planned Residential) at a density up to 5 dwelling units per acre. Property located the northwest side Ball Road, southwest of Zion Lane. COMMISSION DISTRICT 6. **(DEFERRED FROM SEPTEMBER)**

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Attachments

Mesana Investments Appeal 7-N-16-RZ

**METROPOLITAN PLANNING COMMISSION  
REPORT OF RECOMMENDATION**

**APPEAL OF MPC DECISION**

8/18/2016 08:40 AM

**FILE NUMBER: 7-N-16-RZ**

**MESANA INVESTMENTS, LLC**

*APPELLANT:* Scott Davis, Contract to purchase contingent upon the PR zoning approval.

*DECISION APPEALED:* REZONING

*FROM:* RB (General Residential)

*TO:* PR (Planned Residential)

*AT A DENSITY OF:* 5 du/ac

*MPC RECOMMENDATION:* **DENY the request for PR (Planned Residential) zoning.**

*MPC VOTE COUNT:* 13-1

*LOCATION:* Northwest side Ball Rd., southwest of Zion Ln.

*ACREAGE:* 24 acres

*DISTRICT:* Commission District 6

*MPC HEARING ON:* 7/14/2016

*PUBLISHED IN:* News-Sentinel

*DATE PUBLISHED:* 6/10/2016

*LEGISLATIVE HEARING ON:* 9/26/2016

*PUBLISHED IN:* News-Sentinel

*DATE PUBLISHED:* 8/25/2016

*APPELLANT'S ADDRESS:* Scott Davis  
P. O. Box 11315  
Knoxville, TN 37939

*APPLICANT'S ADDRESS:* Mesana Investments, LLC  
P.O. Box 11315  
Knoxville, TN 37939

*LEGISLATIVE BODY:* Knox County Commission

*Consistent with Sector Plan?* Yes

*Consistent with GrowthPlan?* Yes

Suite 403 • City County Building 400 Main Street Knoxville, Tennessee 37902 865-215-2500 FAX-215-2068 www.knoxmpc.org

APPEAL OF DECISION

(Please Note: Original application and staff report are made a part of this application.)



Type: [ ] One Year Plan Amendment [ ] Sector Plan Amendment [x] Rezoning [ ] Variance [ ] Use on Review [ ] Street Name Change [ ] Right-of-Way Closure [ ] Certificate of Appropriateness [ ] Other: \_\_\_\_\_ Decision by: [x] MPC [ ] BZA [ ] Other: \_\_\_\_\_ Date of Decision: 7/14/2016 Jurisdiction: [ ] City [ ] Councilmanic District [x] County [ ] Commission District

Original Applicant Name: Mesark Investments, LLC Original File Number: 7-A-16-RZ Name of Owner of Subject Property: Tyler Description of Subject Property (Include city block and parcel number or lot number): 91 047 (part of) 6117 Ball Road [ ] Zoning map of all property within 300 feet of the subject property is attached.

DECISION BEING APPEALED

Denied Rezoning Request from RB to PR up to 5 def/ac

REASON FOR THE APPEAL

Attach additional pages, if necessary. Request County Commission Approve the PR zoning

PETITIONER INFORMATION

Name of Petitioner: Scott Davis Petitioner's Interest in the Matter (Include a description of affected property owned by Petitioner): Contract to purchase Condominium upon the PR zoning Approval. Application Authorization: I hereby certify that I am the applicant/authorized representative for the above named petitioner. Signature: [Signature] All correspondence should be sent to: Name (Print): Scott Davis PO Box 11315 Ky. TN 37939 Street Address City State Zip Phone: 865-8068008 Fax: 693-7465 E-mail: SWD444@gmail.com

For MPC Staff Use Only

Application Accepted by MPC Staff Member: Michael Reynolds Appeal Fee Amount: 500.00 Date Appeal Received: 8/15/2016

BODY WHO WILL HEAR THE APPEAL & MEETING DATE OF THE APPEAL

Table with 4 columns: City Council - 6 p.m., County Commission - 7 p.m. (checked), City BZA - 4 p.m., MPC - 1:30 p.m. Meeting date: 9/26/2016

▶ **FILE #:** 7-N-16-RZ

**AGENDA ITEM #:** 40

**AGENDA DATE:** 7/14/2016

▶ **APPLICANT:** MESANA INVESTMENTS, LLC

OWNER(S): Mesana Investments, LLC

TAX ID NUMBER: 91 PART OF 047 MAP ON FILE AT MPC

[View map on KGIS](#)

JURISDICTION: County Commission District 6

STREET ADDRESS: 6117 Ball Rd

▶ **LOCATION:** Northwest side Ball Rd., southwest of Zion Ln.

▶ **APPX. SIZE OF TRACT:** 24 acres

SECTOR PLAN: Northwest County

GROWTH POLICY PLAN: Planned Growth Area

ACCESSIBILITY: Access is via Ball Rd., a major collector street with 22' of pavement width within 50' of right-of-way.

UTILITIES: Water Source: Knoxville Utilities Board

Sewer Source: Knoxville Utilities Board

WATERSHED: Grassy Creek

▶ **PRESENT ZONING:** RB (General Residential)

▶ **ZONING REQUESTED:** PR (Planned Residential)

▶ **EXISTING LAND USE:** Mobile homes and vacant land

▶ **PROPOSED USE:** Detached residential development

**DENSITY PROPOSED:** 5 du/ac

EXTENSION OF ZONE: No

HISTORY OF ZONING: None noted

SURROUNDING LAND USE AND ZONING: North: Ridge / RB (General Residential)

South: Ball Rd. - Residence / A (Agricultural)

East: Houses / A (Agricultural), PR (Planned Residential) and RA (Low Density Residential)

West: Residences and vacant land / A (Agricultural)

NEIGHBORHOOD CONTEXT: This area is developed with agricultural, rural and low density residential uses under A, RA, RB and PR zoning.

**STAFF RECOMMENDATION:**

▶ **DENY the request for PR (Planned Residential) zoning, as requested.**

The applicant is requesting that only a portion of the overall 38 acre parcel be rezoned, which if approved, would leave about 14 acres of steep ridgeline zoned RB. Although the requested PR zoning and density are consistent with the sector plan proposal for the property, leaving a portion zoned RB is not appropriate for the reasons listed below.

**COMMENTS:**

RB zoning allows multi-dwelling, attached development at up to 12 du/ac without any required plan review by MPC. The area proposed to remain RB is the steepest portion of the parcel, which, if proposed to be

developed, should be reviewed by MPC to minimize the impact to the steep slopes. As proposed, the zoning pattern would lead to an inappropriate situation where high density residential development would only have to Ball Rd. through much lower density development. Staff is of the opinion that the existing RB zoning allows reasonable use of the property for residential development. RB allows detached dwellings on individual lots of no less than 10,000 square feet in size with sewer. If the applicant would like to utilize the PR zoning to allow the more flexible lot sizes, then the entire property should be rezoned to a density that would be consistent with the guidelines of the Hillside and Ridgetop Protection Plan.

Staff would likely support a rezoning to PR at an appropriate density if the entire parcel were requested to be rezoned. If the applicant is willing to revise the application to include the entire parcel, then this request would need to be postponed at least 30 days in order to revise the application and readvertise. Additional review fees would also apply if the area of the land requested for rezoning is increased.

ESTIMATED TRAFFIC IMPACT: 1226 (average daily vehicle trips)

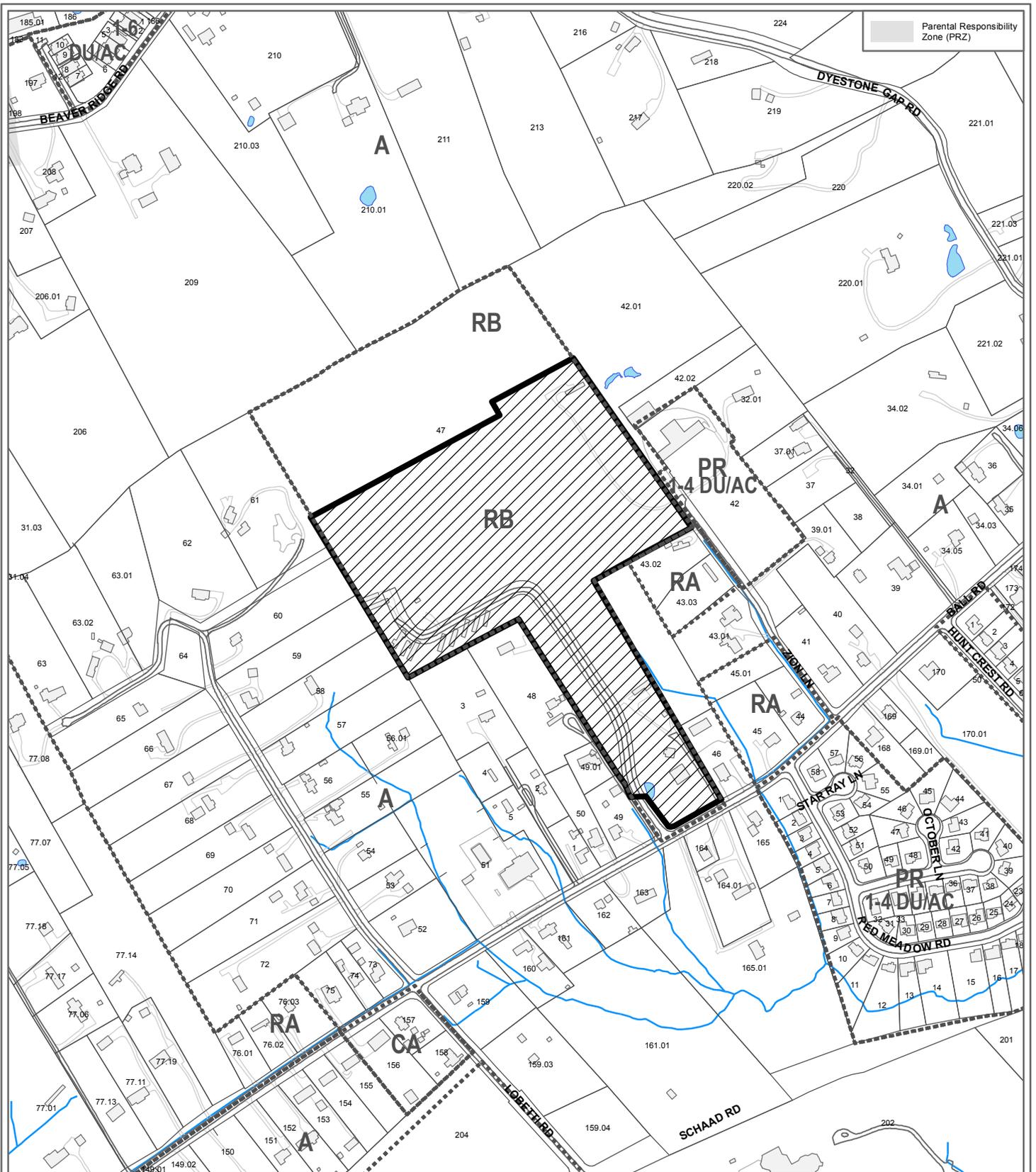
Average Daily Vehicle Trips are computed using national average trip rates reported in the latest edition of "Trip Generation," published by the Institute of Transportation Engineers. Average Daily Vehicle Trips represent the total number of trips that a particular land use can be expected to generate during a 24-hour day (Monday through Friday), with a "trip" counted each time a vehicle enters or exits a proposed development.

ESTIMATED STUDENT YIELD: 64 (public and private school children, ages 5-18 years)

Schools affected by this proposal: Amherst Elementary, Karns Middle, and Karns High.

- School-age population (ages 5–18) is estimated by MPC using data from a variety of sources.
- While most children will attend public schools, the estimate includes population that may be home-schooled, attend private schools at various stages of enrollment, or drop out of the public system.
- Students are assigned to schools based on current attendance zones as determined by Knox County Schools. Zone boundaries are subject to change.
- Estimates presume full build-out of the proposed development. Build-out is subject to market forces, and timing varies widely from proposal to proposal.
- Student yields from new development do not reflect a net addition of children in schools. Additions occur incrementally over the build-out period. New students may replace current population that ages through the system or moves from the attendance zone.
- School capacities are subject to change by Knox County Schools through building additions, curriculum or scheduling changes, or amendments to attendance zone boundaries.

If approved, this item will be forwarded to Knox County Commission for action on 8/22/2016. If denied, MPC's action is final, unless the action to deny is appealed to Knox County Commission. The date of the appeal hearing will depend on when the appeal application is filed. Appellants have 30 days to appeal an MPC decision in the County.



**7-N-16-RZ  
REZONING**

From: RB (General Residential)  
To: PR (Planned Residential)



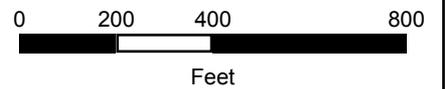
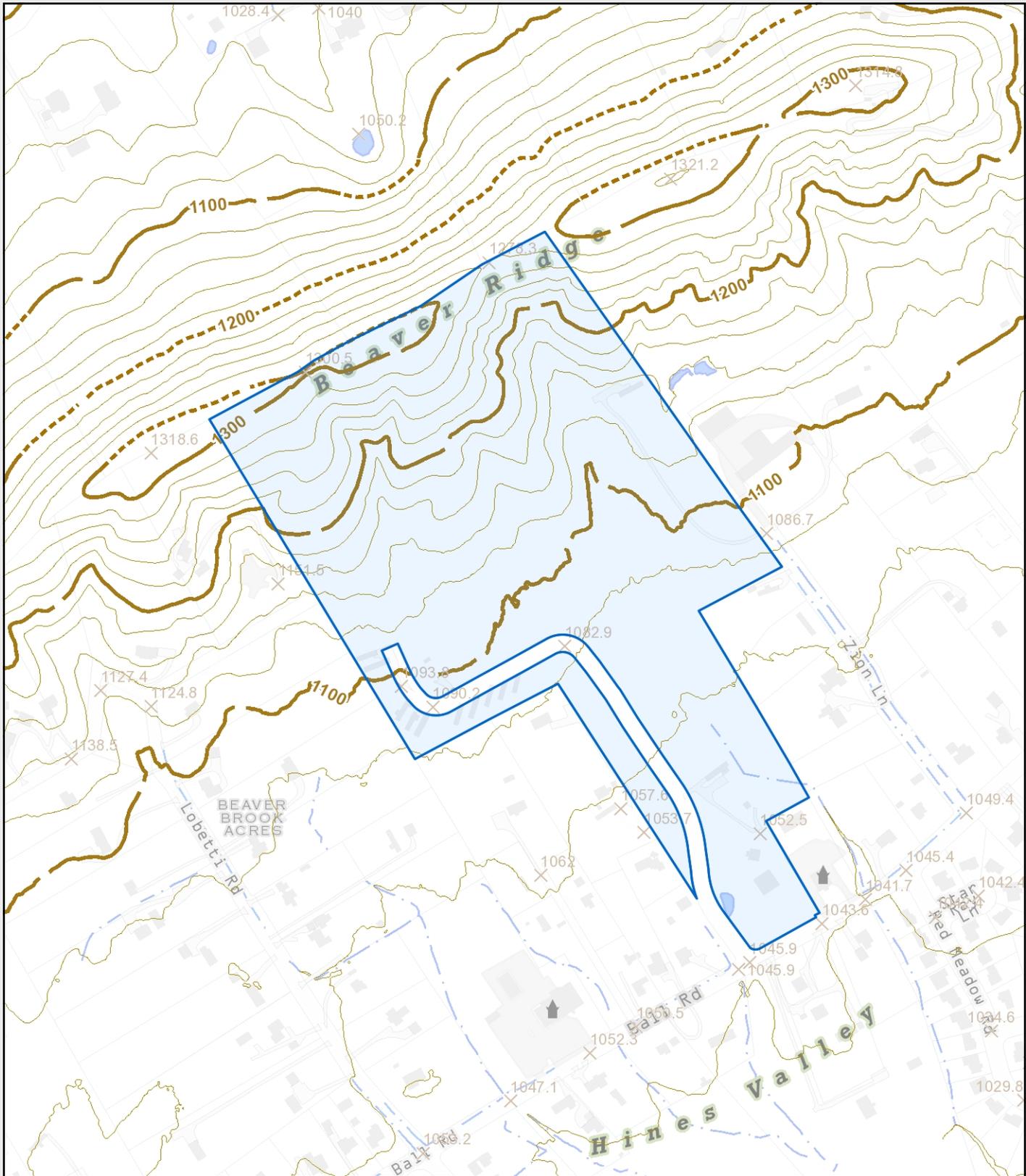
Petitioner: Mesana Investments, LLC

Map No: 91

Jurisdiction: County



Original Print Date: 6/15/2016  
Revised:  
Metropolitan Planning Commission \* City / County Building \* Knoxville, TN 37902



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Item 40

This plan was adopted by:

Knoxville City Council on December 13, 2011  
Knox County Commission on January 23, 2012

**NOTE TO THE READER:**

The following paragraph was added at the time of adoption by Knox County Commission.  
This paragraph was not adopted by Knoxville City Council.

**KNOX COUNTY AMENDMENT**

**NATURE OF PLAN AND LEGAL EFFECT**

This plan and the principles, objectives, policies and guidelines included herein are advisory in nature and constitute non-binding recommendations for consideration in connection with development of steeply sloped areas. While this plan is being adopted as an amendment to the Knoxville-Knox County General Plan 2033, it is intended to provide background and supplemental information of an advisory nature and to serve as a guide to future MPC staff recommendations, but it is not intended to form an official part of the General Plan which would be binding on future land use decisions by County Commission, MPC, the County Board of Zoning Appeals pursuant to T.C.A. § 13-3-304. Any comparable provisions of the Knoxville-Knox County General Plan 2033 or any Sector Plan which relate to hillside and ridgetop protection shall also be considered advisory consistent with this plan.



MOTION (CLANCY) AND SECOND (COLE) WERE MADE TO POSTPONE FOR 30 DAYS TO GIVE THE APPLICANT A CHANCE TO SEEK PSYCHIATRIC CARE.

Chair Longmire

The motion is not within our venue. Motion disregarded.

Len Johnson

Questioned using Hillside plan as recommendation or ordinance.

Gerald Green pointed out it is used it as a guide to make a recommendation. MPC cannot set regulations or standards.

**MOTION (CLANCY) AND SECOND (JOHNSON) WERE MADE TO APPROVE STAFF RECOMMENDATION TO DENY. MOTION CARRIED 13-1 (COLE PASSED). DENIED.**

Alvin Austin, Ball Road

If MPC had approved it at PR at 5 dwelling acres, we would have been better off than a mobile home park in our community. As the property stands now he can put apartments in or a trailer park can go in there.

Gerald Green

Anyone can ask their County Commissioner to rezone property and rezone the whole property.

**REZONING**       **PLAN AMENDMENT**

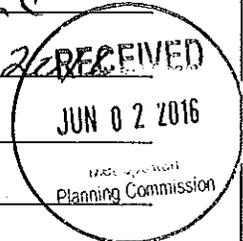
Name of Applicant: Mesana Investments, LLC

Date Filed: 6/2/16 Meeting Date: July 14, 2016

Application Accepted by: Michael Reynolds

Fee Amount: \$2160.00 File Number: Rezoning 7-N-10-RZ

Fee Amount: \_\_\_\_\_ File Number: Plan Amendment \_\_\_\_\_



**PROPERTY INFORMATION**

Address: 6117 Ball Road  
 General Location: \_\_\_\_\_  
 Parcel ID Number(s): Part of Parcel  
City map 91- Parcel 47  
 Tract Size: 24 Acres  
 Existing Land Use: RB  
 Planning Sector: NW County  
 Growth Policy Plan: Planned Growth  
 Census Tract: 100.01  
 Traffic Zone: 213  
 Jurisdiction:  City Council \_\_\_\_\_ District  
 County Commission 6 District

**PROPERTY OWNER**  **OPTION HOLDER**

PLEASE PRINT Scott Davis  
 Name: Mesana Investments, LLC  
 Company: \_\_\_\_\_  
 Address: PO Box 11315  
 City: Knoxville State: TN Zip: 37939  
 Telephone: 865-806-8008  
 Fax: \_\_\_\_\_  
 E-mail: SDW444@gmail.com

**APPLICATION CORRESPONDENCE**

All correspondence relating to this application should be sent to:

PLEASE PRINT Scott Davis  
 Name: \_\_\_\_\_  
 Company: Mesana Investments, LLC  
 Address: PO Box 11315  
 City: Knox State: TN Zip: 37939  
 Telephone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

**Requested Change**

**REZONING**

FROM: RB  
 TO: PR 1-~~5~~

**PLAN AMENDMENT**

One Year Plan  \_\_\_\_\_ Sector Plan

FROM: \_\_\_\_\_  
 TO: \_\_\_\_\_

**APPLICATION AUTHORIZATION**

I hereby certify that I am the authorized applicant, representing ALL property owners involved in this request or holders of option on same, whose signatures are included on the back of this form.

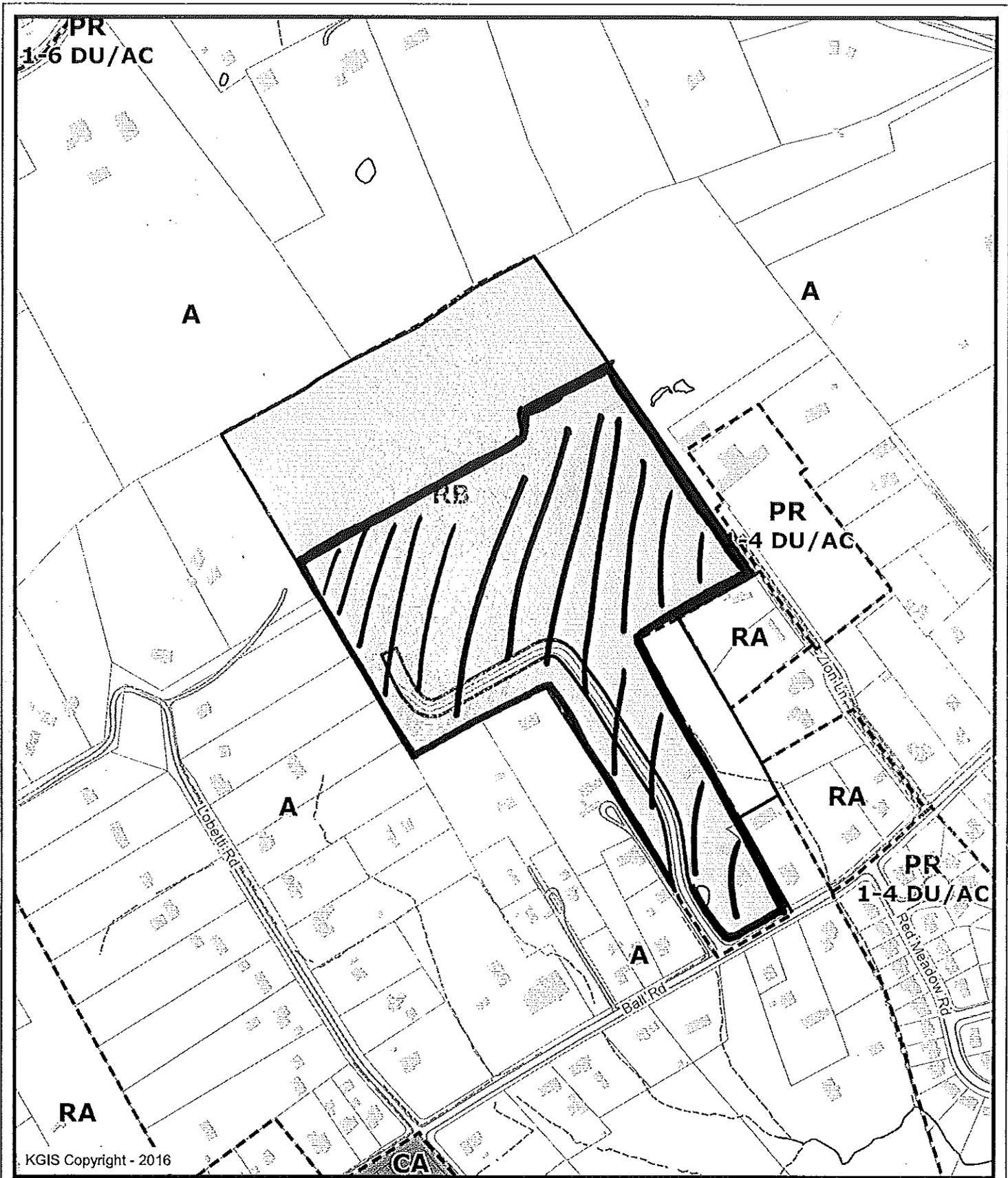
Signature: [Signature]  
 PLEASE PRINT Scott Davis  
 Name: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

**PROPOSED USE OF PROPERTY**

Detached houses

Density Proposed \_\_\_\_\_ Units/Acre  
 Previous Rezoning Requests: \_\_\_\_\_



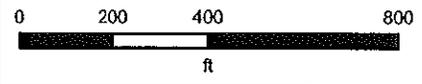


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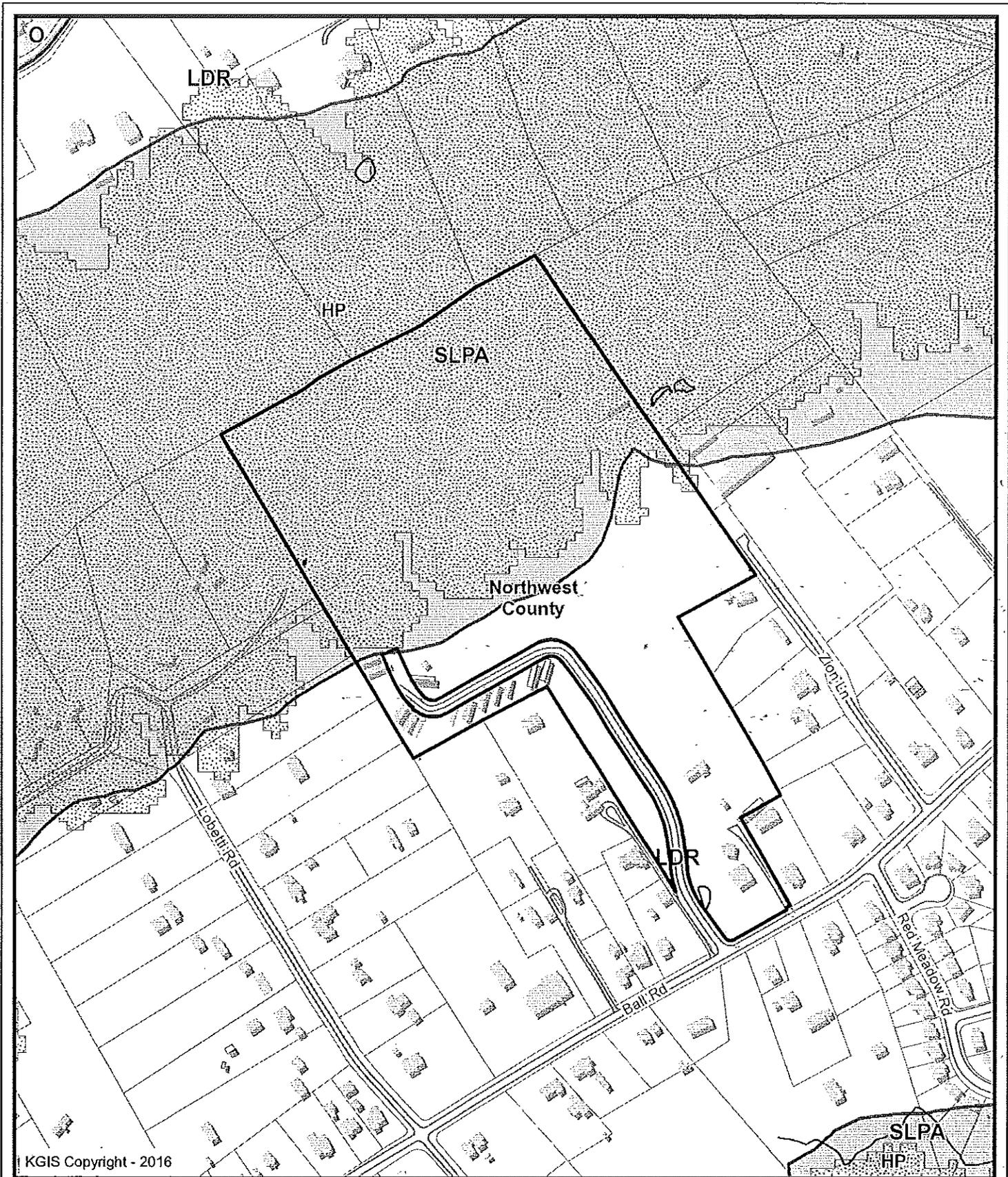
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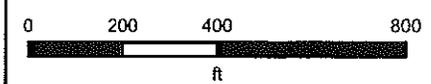


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**PROPERTY ASSESSOR'S OFFICE - KNOX COUNTY, TENNESSEE**  
**MAP DEPARTMENT - OWNERSHIP CARD**

Source: KGIS

ACTIVE      NORMAL

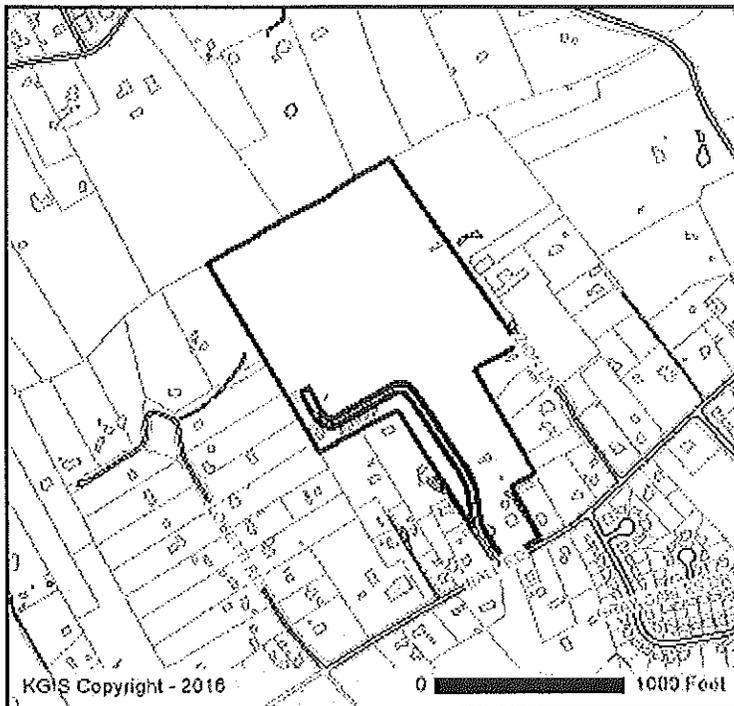
06/03/2016

District	Map	Insert	Group	Parcel	Ward	Property Location		
V6	91			47		6117 BALL RD		
Subdivision				Block	Lot	Plat	Dimensions ( shown in ft. )	Acreage
				-	-	-	P001=2AC C	38.80 - A.C. Deeded
								0.00 - A.C. Calculated

Owner	Sale Date	Book	Page	Sale Price	Mailing Address
TYLER LESTER & SARAH T	3/11/1946	712	53		6117 BALL RD KNOXVILLE, TN 37931
	4/28/1967	1447	89		

--	--	--	--	--	--

Remarks	
/A	
Parent Parcel	Parent Instrument Number
Previous Parcel ( Split From )	Next Parcel ( Merged Into )

**6117 BALL RD - Property Map and Details Report****Property Information**

Location Address: 6117 BALL RD  
 CLT Map: 91  
 Insert:  
 Group:  
 Condo Letter:  
 Parcel: 47  
 Parcel ID: 091 047  
 Parcel Type:  
 District: W6  
 Ward:  
 City Block:  
 Subdivision:  
 Rec. Acreage: 38.8  
 Calc. Acreage: 0  
 Recorded Plat: -  
 Recorded Deed: 1447 - 89  
 Deed Type: Deed:Special Wa  
 Deed Date: 4/28/1967

**Address Information**

Site Address: 6117 BALL RD  
 KNOXVILLE - 37931  
 Address Type: MOBILE HOME  
 Site Name:

**Owner Information**

TYLER LESTER & SARAH T  
 6117 BALL RD  
 KNOXVILLE, TN 37931

The owner information shown in this section does **not** necessarily reflect the person(s) responsible for Last Year's property taxes. Report any errors to the Knox County Property Assessor's office at (865) 215-2365.

**Jurisdiction Information**

County: KNOX COUNTY  
 City / Township:

**MPC Information**

Census Tract: 60.01  
 Planning Sector: Northwest County  
 Please contact Knox County Metropolitan Planning Commission (MPC) at (865) 215-2500 if you have questions.

**Political Districts**

Voting Precinct: 63  
 Voting Location: Karns Middle School  
 2925 GRAY HENDRIX RD  
 TN State House: 89 Roger Kane  
 TN State Senate: 7 Richard Briggs  
 County Commission: 6 Brad Anders  
 Bob Thomas  
 Ed Brantley

**School Zones**

Elementary: AMHERST ELEMENTARY  
 Intermediate:  
 Middle: KARNS MIDDLE  
 High: KARNS HIGH

Please contact Knox County Schools Transportation and Zoning Department at (865) 594-1550 if you have questions.

City Council:  
 School Board: 6 Terry Hill  
 Please contact Knox County Election Commission at (865) 215-2480 if you have questions.

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Sales Rep: Louise Watkins (K3405)

Phone: (865) 342-6515

Email: Louise.Watkins@knoxnews.com

> Account Information

Date: 08/23/16  
Account Number: 237952 (KC03787)  
Company Name: MET. PLAN. COMM.  
Contact Name:  
Email: susan.taylor@knoxmpc.org  
Address: 400 MAIN AVENUE SU 403, KNOXVILLE, TN, 37902  
Phone: (865) 215-2506 Fax: 2152068

> Insertion Information

This is a proof of your ad scheduled to run on the dates indicated below.  
Please confirm placement prior to deadline by contacting your account rep at (865) 342-6515 .  
Ad Id: 1239294 P.O. Number: Total Cost: \$110.16  
Tag Line: PUBLIC NOTICE The following items wi  
Start Date: 08/25/16 Stop Date: 08/25/16  
Number of Times: 1 Class: 16250 - Public Notices  
Publications: KN-Knoxville News Sentinel, KN-Internet - knoxnews.com

> Ad Proof

I agree this ad is accurate and as ordered.

**PUBLIC NOTICE**

The following items will be considered by the Board of County Commissioners on Monday, September 26, 2016, at 7:00 p.m. in the Main Assembly Room, City County Bldg, 400 Main St., Knoxville, TN. Data pertinent to these items may be seen in MPC's office, Fourth Fl. of the City County Bldg., Main St., Knoxville, TN. Knox County does not discriminate on the basis of disability in its provision of services, programs, activities or benefits. If you need assistance or accommodation for a disability, please contact the ADA office at 215-2952 & we will be glad to work with you in obliging any reasonable request.

**Plans/Rezoning**

**HOMESTEAD LAND HOLDINGS, LLC** - Southwest side of Hardin Valley Rd., East of Marietta Church Rd. Northwest County Sector Plan Amendment from AG/RR (Agricultural/Rural Residential) to LDR (Low Density Residential) and rezoning from A (Agricultural) to PR (Planned Residential) up to 2 du/ac. Commission District 6, Northwest County Sector. MPC Action: Approved LDR and PR at density up to 2 du/ac.

**HM PROPERTIES, GP** - Northeast side Harvey Rd., northwest of Mallard Bay Dr. Rezoning from A (Agricultural) and F (Floodway) to PR (Planned Residential) and F (Floodway). Commission District 5, Southwest County Sector. MPC Recommendation: Approve PR and F at a density up to 2 du/ac subject to 2 conditions.

**Appeal of MPC Decision**

Appeal by Mesana Investments, LLC, applicant, of MPC denial of rezoning from RB (General Residential) to PR (Planned Residential) on property located the northwest side Ball Rd., southwest of Zion Ln. Commission District 6, Northwest County Sector. MPC File No. 7-N-16-RZ

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